



The Reimagining Education and Career Help Office

FL WINS ANNUAL REPORT 2023



The Reimagining Education and Career Help Office

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Executive Summary

Governor Ron DeSantis signed House Bill 1507 into law in June 2021¹, establishing the Reimagining Education and Career Help (REACH) Act. This groundbreaking bipartisan legislation is a comprehensive blueprint for enhancing access, alignment, and accountability across the state's workforce development system, which includes the state's education, workforce, and safety net systems. To accomplish the goal of the REACH Act, the law directs the design and implementation of an innovative consumer-first workforce system to provide the training and resources job seekers need to obtain a career of their choice. This provides meaningful employment, economic freedom, and stability for Floridians.

No Wrong Door. The REACH Act requires the REACH Office, established within the Executive Office of the Governor, to improve equity and access to the myriad of state and federally funded workforce related programs offered across different entities by creating a no-wrong-door-entry strategy whereby a Floridian must not be required to visit multiple locations when seeking access to education and workforce training.

Consumer-First Workforce System. Achieving the REACH Act's goal of a no-wrong-door-entry strategy requires implementation of a consumer-first workforce system that integrates existing data silos to improve one-stop services to job seekers. The vision for the new system includes common intake, needs screening, case management, training information, performance reporting, and customer service tracking. The new integrated system will efficiently match job seekers to training and employment opportunities and services.

Promotion of Self-Sufficiency. The integration of services and case management will enable recipients of public assistance to more easily enroll in programs for which they are eligible. This will connect these individuals to the services they need to gain skills, find employment, and become self-sufficient.

Section 14.36, *Florida Statutes*, requires the REACH Office to annually inform the Legislature on the implementation and outcomes of the consumer first workforce system. This report provides information on the second-year progress of the system, the lessons learned, and the next steps of this multi-year project.

Program Overview

The Florida Workforce Integrated Networking Systems (FL WINS) Program is responsible for the development and implementation of the consumer-first workforce system.² The FL WINS Program is a collaborative effort between the REACH Office, the Florida Department of Commerce (FloridaCommerce), Florida Department of Children and Families (DCF), Florida Department of Education (DOE), CareerSource Florida (CSF), and Florida Digital Service (FL[DS]), hereafter referred to as workforce partner agencies (or workforce partners).

This innovative, system-wide approach to workforce development and education in Florida will create opportunities for meaningful employment and economic freedom for Floridians. It will also improve

¹ Chapter 2021-164, *Laws of Florida*

² Sections 445.010 and 445.011, *Florida Statutes*.



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coordination among workforce partners which will, in turn, improve the delivery of workforce-related services to Floridians.

Currently, Floridians who may benefit from employment, training, and/or self-sufficiency programs must navigate through multiple locations (physical and digital) and complete applications for each program separately. In the current format, there is no formal data sharing or referral system in place between all workforce partner agencies, thus making it difficult for Floridians to obtain information.

The FL WINS Program's goal is to integrate existing departmental systems of record by creating a common intake form and public facing consumer portal that allows interoperability through an integrated data solution used among multiple workforce partner agencies, and to create an enhanced user experience for Floridians. This will result in improved and efficient coordination of workforce services for Floridians, across state agencies, and streamlined processes that will minimize duplicative data entry from both individuals and workforce-related programs. Such integration will enable the creation of more comprehensive and enhanced data and analytics that will allow for improved reporting on outcome performance measures. Additionally, integration will create a scalable technology environment for future programs of workforce-related services to be connected through Application Programming Interfaces (APIs), which serve as intermediary layers that process data transfers between systems.

The FL WINS Program is on a five-year schedule, with an anticipated completion date of December 2026. Currently, the FL WINS Program is in the second year, the program delivery stage.

FloridaCommerce was initially appropriated a total of \$250 million in General Revenue funds that utilizes funds from the U.S. Treasury State Fiscal Recovery Fund (SFRF), as authorized by the American Rescue Plan Act of 2021 (Pub. L. 117-2). Funds were appropriated as follows:

- \$100 million in Fiscal Year 2021-2022 (section 152, Ch. 2021-36, Laws of Florida)
- \$150 million in Fiscal Year 2022-2023 (section 197, Ch. 2022-156, Laws of Florida)
- \$10 million reduction for Fiscal Year 2022-23 (section 233, Ch. 2023-239, Laws of Florida)

As of November 2023, \$38 million of the \$240 million currently appropriated for the FL WINS Program has been contractually obligated, and \$7.5 million has been expended.

SFRF funds can be used to address the challenges and opportunities for Florida's workforce learned during the pandemic by improving employment opportunities and creating stronger linkages between workforce education and the state's continually expanding employment sectors.

SFRF funds may be used to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2024. All funds must be obligated by December 31, 2024, and must be expended by December 31, 2026.

FL WINS Program Charter and Project Management Plan

The REACH Office and FloridaCommerce updated the FL WINS Program Charter in November 2023 (see Appendix A). The charter codifies at a high level the program's scope, business need, procurement strategy, expectations for partners, and schedule. The management plan and its 21 constituent component plans standardize processes and meet the requirements for oversight per Chapter 60GG-1, *Florida*



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Administrative Code. Revisions to the Program Management Plan were made in October 2023 to reflect the FL WINS Program's transition to a more flexible approach to program management that emphasizes partner collaboration without imposing unintended resource burdens on agency staff (see Appendix B).

This program's success is heavily reliant on the collaboration of the workforce partners and the procurements necessary for successful implementation. As there are many agencies involved in the FL WINS Program, a three-tiered governance structure will be employed that allows each workforce partner to have a mechanism for elevating issues and concerns.

Partners and Stakeholders

FL WINS Program partners and stakeholders, along with internal and external groups, will continue to evolve during this complex initiative. Workforce partners are expected to engage in strategic objectives by providing experience, perspective, and an understanding of the impacts of the FL WINS Program on their respective needs. They are also responsible for disseminating program and project information as well as awareness updates to local internal and external stakeholders. Both workforce partners and stakeholders are responsible for providing input on functional requirements, project activities, user feedback, project artifacts, and business requirements, as necessary or requested.

Identified program partners are FloridaCommerce, the REACH Office, DCF, DOE, CSF, and FL[DS] and each partner has both internal and external stakeholders for the program. As the FL WINS Program progresses, additional stakeholders will be identified and added to the Stakeholder Management Plan and Governance Plan, as necessary. Each partner and stakeholder's level of involvement may vary across individual project tasks and assignments.

The FL WINS Program's intent is to have the procured vendors complete the program's key deliverables while the engagement and level of impact of the workforce partners and stakeholders remain on the in-scope system modernization and organizational change management efforts of their respective organizations, all while continuously aligning agency visions and outputs to the FL WINS Program.

The REACH Office has responsibility for program oversight, facilitation, and coordination of all workforce partner agencies that need to be engaged and actively participating in the FL WINS Program.³

FloridaCommerce has the budget authority for this project with the fiduciary responsibility to procure vendors and monitor the contractual requirements of the executed contracts. It is responsible for ensuring that the project deliverables and measures are following the requirements of Chapter 287, *Florida Statutes*, Procurement of Personal Property and Services. Additionally, FloridaCommerce facilitates and manages the Contract Oversight Team that includes members from DCF, FloridaCommerce, the REACH Office, and FL[DS]. Monthly meetings allow the team to provide quality improvement recommendations on current and future FL WINS Program procurements that will affect each workforce partner.

The FL WINS Program and some of its component projects meet the requirements for oversight per the *Florida Information Technology Project Management and Oversight Standards* in Chapter 60GG-1, *Florida*

³ Section 14.36, *Florida Statutes*.



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Administrative Code. Thus, the FL WINS Program is subject to oversight from FL[DS] and an Independent Verification and Validation (IV&V) vendor.

The FL WINS Program has several workgroups and teams that collaborate on the different project areas that make up the program. Currently, the workgroups and teams are:

1. Executive Steering Committee
2. Executive Program Sponsors
3. FL WINS Program Management Team
4. FL WINS Program Management Office
5. Legal and Policy Workgroup
6. Contract Oversight Team
7. IT Shared Services Team (includes six focal workgroups)
8. Business Process Reengineering Project Team
9. Transformational Change Management Project Team

As the FL WINS Program evolves, there is potential for the identified teams to be modified to accommodate the program's needs.

In Scope Programs

The FL WINS Program is a collaborative effort that will promote interoperability between three main workforce partner programs—FloridaCommerce, DCF, and DOE—and potentially more as the FL WINS program evolves (The system of the fourth partner, CareerSource Florida, is administered by FloridaCommerce.) To date, the following programs and systems have been identified as being in scope for the FL WINS Program.

FloridaCommerce has multiple programs and applications identified including the Reemployment Assistance Program and its Reconnect system. FloridaCommerce is currently working on a modernization effort of Reconnect that the FL WINS Program will incorporate into its planning and implementation efforts. In addition, the state's Local Workforce Development Boards utilize the Workforce Information Database (WIDb) and EmployFlorida. The modernization efforts for those systems are anticipated to be incorporated into the FL WINS Program as well.

DCF has two major programs identified: ACCESS and Hope Florida – A Pathway to Prosperity. The Office of Economic Self Sufficiency through its ACCESS system administers the Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) cash assistance. The ACCESS system itself has several components and FL WINS will likely integrate with them all. DCF is embarking on a modernization effort now with ACCESS that the FL WINS Program will incorporate into its planning and implementation efforts. Hope Florida – A Pathway to Prosperity helps individuals identify barriers to prosperity and connect them to local community support services. This program's case management system is currently going through a modernization effort to incorporate a closed loop referral application.

DOE has a few programs and applications within the Division of Blind Services (DBS), the Division of Vocational Rehabilitation (DVR), the Division of Early Learning (DEL), and the Division of Career and Adult Education (DCAE) that are in scope. DBS and DVR are both utilizing case management systems that



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are currently being modernized and merged into one system, AWARE, that the FL WINS Program will incorporate into its planning and implementation efforts. DEL has an internally developed and maintained data system. Additionally, DOE is continuing the development and deployment of Career & Technical Education Data Analytics Dashboards with data that could be incorporated into the FL WINS Program.

The Florida College System's institutions and school districts each manage their own data systems and were surveyed on the technical specifications of their local systems in Summer 2023. During solution development, this information will be used to ensure that the FL WINS Program is able to connect seamlessly to these systems.

Vendor Management

Business Support & Technical Advisory

The FL WINS Program's Business Support and Technical Advisory contract was terminated for convenience on June 23, 2023. In the interim, program directors and managers executed a plan to conduct program management office functions using existing internal resources. FloridaCommerce released a Request for Quote to reprocure for a program management office vendor, and a new contractor is expected to be on board by the end of 2023.

Business Process Reengineering and Transformational Change Management: EY

The services of EY (formerly known as Ernst & Young) have been procured to analyze and determine the current state of existing systems, develop a Target Operating Model, and create requirements for future procurements linked to implementation activities such as the data integration solution, service integration platform, common intake form, and common customer portal (see Appendix C). The Transformational Change Management services are intended to assess workforce partner and stakeholder change readiness as well as create a strategy for assisting communications and training.

Independent Verification and Validation: Tech Valley Talent

Tech Valley Talent (TVT) has been procured to ensure that the projects and program are executed with minimal cost and schedule variance and to ensure overall value is achieved by the state through the combined efforts of the individual projects (see Appendix D). TVT will validate and verify that clear and concise program and project goals have been established, documented, and effectively communicated. This will be completed through a series of artifact reviews, communication, and consultations between TVT, FloridaCommerce, partners, and stakeholders that will last throughout the FL WINS Program's life cycle.

Major Projects

Business Process Reengineering

Business Process Reengineering discovery activities involved collecting, reading, and archiving more than 300 program artifacts; conducting 20 validation sessions; and engaging in 13 case worker ride-alongs (a type of employee/customer shadowing). The ride-alongs helped business analysts better understand application, eligibility determination, assessment, intake, and referral processes across partner programs and services. Three rounds of Art of the Possible Workshops were held for all workforce partners and their team members. These workshops were designed to bring together key stakeholders from all workforce partner agencies to dive deeper into customer journeys and better define the requirements of



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the FL WINS solution. All these activities served to inform a discovery report, process maps and customer journeys, and a Target Operating Model (see Appendix E).

Transformational Change Management

A companion to the Business Process Reengineering project is the Transformational Change Management project. The team conducted an initial change readiness assessment and will continue to monitor the effectiveness of the program’s communication efforts. A style guide for program communications is in development with drafts under review. Efforts will include development of assessments for Annual Change Readiness Assessments, Training Needs Assessments, Change Management, and Communication Plans. This work will be conducted utilizing the Target Operating Model, which describes the future-state solution and serves as the blueprint for procurement, design, and development.

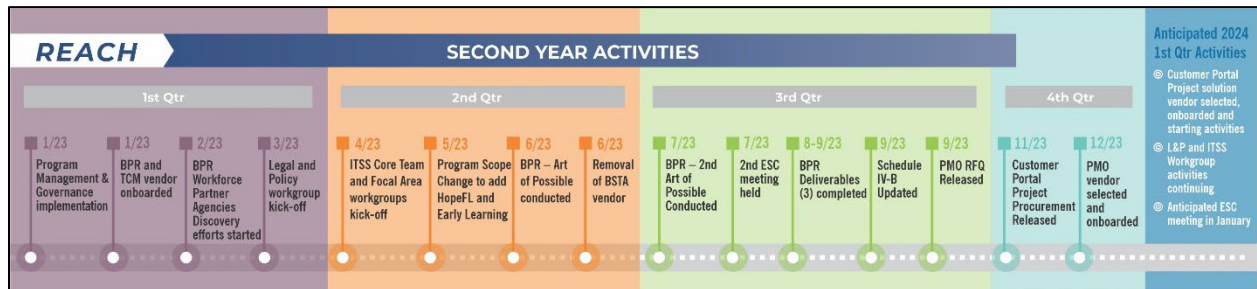
Independent Verification and Validation

IV&V provided the FL WINS Program with an initial assessment report rich in detailed feedback based on a thorough analysis of program management, work processes, and numerous program work products (see Appendix F). The aim was to assess the readiness of the program to develop system requirements and the final Target Operating Model. The overall assessment was that the program is partially ready and there are some specific areas that need improvement. Program governance and oversight, contracts and vendor management, and cost control were highlighted as areas of strength. Many of the items requiring improvement centered on administrative functions of the project management office.

Second Year Accomplishments

The program teams have made significant progress with maturing the FL WINS Program. The program initiated two projects: Business Process Reengineering and Transformational Change Management. Program teams have worked to continuously improve the Program Management Plan, Program Management Office, and Center of Excellence. The program has passed several milestones during the second year of implementation that has kept the program on schedule for timely completion while continuing to ramp up for year three execution activities. See Exhibit I for a timeline of milestones.

Exhibit I – FL WINS Program Timeline of Second Year Events



Second year accomplishments include the following:

- Revised Schedule IV-B to reflect current scope of the program (see Appendix G).



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- Completed initial discovery activities including document collection and cataloging, interviews with state and local stakeholders, and three rounds of Art of the Possible workshops to develop solution requirements based on an assessment of customer needs and journeys.
- Based on discovery work, produced a Target Operating Model, including a Requirements Traceability Matrix and Service Blueprint, to inform the procurement of a vendor for the solution build.
- Developed individualized customer personas and their typical journeys through the current workforce development system.
- Published a Request for Information from the vendor community and received 19 responses.
- Invited seven vendors to present information about how they would approach the solution.
- Produced a Scope of Work for the solution procurement (see Appendix H).
- Published a Request for Quote to reprocur Project Management Office services (see Appendix I).

Procurements

The procurement strategy for the FL WINS Program is utilizing a modular approach to vendor procurement due to the significant level of investment that will be required to transform both the business and technological processes and systems affecting the workforce partner agencies involved. The modular approach establishes a series of procurements, each geared to hire vendors with specific capabilities based on their individual specialties. This allows for maximum flexibility in selecting vendors that align to project priorities and preferred technical solutions.

The first phase of vendor procurements included an Independent Verification and Validation (IV&V) procurement, Business Support and Technical Advisory (BSTA) procurement, and a Business Process Reengineering and Transformational Change Management (BPR-TCM) procurement.

The IV&V and BSTA vendors were brought on to the FL WINS Program in June 2022, and August 2022, respectively. The BPR-TCM was onboarded in December 2022.

The next phase of procurements started in November of 2023 with procurement of the program's solution vendor(s), which will design and build the customer portal, case manager 360-degree client view, common application form, and data integration solution. The solution building should begin in Spring 2024. In addition, a new Project Management Office services vendor should be on board by the end of 2023.

Lessons Learned

During the planning and discovery phase, FL WINS Program leadership decided to change its approach to project management from a traditional sequential and phased approach to an agile method utilizing concurrent sprints and ad hoc problem-solving. Initial workgroup meetings were focused too much on abstract and conceptual issues and project process rather than solving specific and concrete problems. To remedy this issue, workgroups will now be oriented to solve specific problem statements that bubble up from the project teams or cross over from other workgroups. If there is no reason to meet, there will be no meeting. This will conserve valuable staff time. Furthermore, rather than waiting until the end of a phase to share solutions to problems, the solutions will emerge iteratively on an as-needed basis. Another advantage of the agile approach is the ability to identify problems quickly and pivot accordingly so that the



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program does not waste time on a flawed design while it progresses toward the end of a phase to see if the design works.

Next Steps

The FL WINS Program is currently on schedule and within cost and scope.

In 2024 the program will move forward with the support of a new program management office vendor and procure the services of a vendor that will design and build a solution armed with information provided by the Business Process Reengineering project. The Transformation Change Management team will facilitate implementation of the FL WINS Program across all partner programs and begin planning for training strategies.

Website & Webinars

FloridaCommerce has developed a FL WINS Program public website that provides updated program information on procurements and stages of the program: www.floridajobs.org.

Appendices

1. Attachment A: Program Charter
2. Attachment B: Program Management Plan
3. Attachment C: Executed Contract for the EY (BPR-TCM vendor)
4. Attachment D: Executed Contract for Tech Valley Talent (IV&V vendor)
5. Attachment E: Target Operating Model Executive Summary
6. Attachment F: Independent Verification and Assessment Initial Assessment
7. Attachment G: Revised Schedule IV-B
8. Attachment H: Scope of Work for solution procurement
9. Attachment I: Project Management Office Request for Quote



PROGRAM CHARTER

FL WINS PROGRAM

***FLORIDA DEPARTMENT OF COMMERCE
REIMAGINE EDUCATION AND CAREER HELP (REACH) OFFICE
UPDATED: 11/27/23***

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1.0 EXECUTIVE SUMMARY

The REACH Act

In 2021, the Florida Legislature passed [House Bill 1507](#), establishing the Reimagining Education and Career Help (REACH) Act. Governor Ron DeSantis signed the REACH Act into law on June 24, 2021. This innovative, system-wide approach to workforce development and education in Florida will create opportunities for meaningful employment and economic freedom for Floridians. The Florida Department of Commerce (FloridaCommerce) is coordinating on this important initiative with the REACH Office (REACH), the Florida Department of Children and Families (DCF), the Florida Department of Education (DOE), CareerSource Florida (CSF), and Florida Digital Services (FL[DS]). As detailed in media coverage at the bill signing, its practical effect, if implemented successfully, will be to create a “more efficient pipeline from the classroom to the workplace.”

Currently, Floridians who may benefit from employment, training, and/or self-sufficiency programs must navigate through multiple locations (physical and digital) and complete applications for each program separately. There is no formal data sharing or referral system in place between partner entities, thus making it difficult for Floridians to seamlessly access programs and services offered by different partners.

The REACH Act will strategically align education and workforce initiatives across Florida agencies. This includes the development and implementation of a centralized online opportunity portal which will provide Floridians with broader access to education and training options, labor market information, career planning tools, workforce training, and education support, regardless of which “door” in the workforce development system they enter.

Collaboration

The “no-wrong-door-entry strategy” introduced by the REACH Act is intended to improve equity and access to state and federally funded programs for individuals needing workforce related programs. The FL WINS Program includes a series of projects that address the development and implementation of a consumer-first workforce system¹ required by the REACH Act.

Implementation of the FL WINS Program will require continuous collaboration among REACH, FloridaCommerce, DCF and DOE, CSF, and FL[DS] that are referred to as workforce partner agencies (or workforce partners). The workforce partners that house systems and programs that serve individuals Statewide are referenced as “core” workforce partners and include FloridaCommerce, DCF, and DOE.

The Program’s goals are to integrate existing core workforce partner departmental systems of record by creating a data integration solution and public facing consumer portal that allows

¹ Section 445.011, *Florida Statutes*

interoperability among multiple workforce partner agencies and to create an enhanced user experience for Floridians. This will result in streamlined processes and creation of a common intake form, which will minimize duplicative data entry from both individuals and workforce-related programs.

Implementation

To determine a path to successful implementation of the consumer-first workforce system, FloridaCommerce procured a vendor to provide a feasibility assessment of the current systems in use by core workforce partners. Specific areas of focus for aligning the workforce partners within the assessment included: business integration, policy and program management, customer service, and technical requirements. Recommendation areas in the feasibility assessment were streamlined services, empowered individuals, universal access, and increased accountability. As further elaborated below, the assessment identified a strategy that outlines both the business and technology related procurements that are fundamental for all workforce partners to achieve successful project completion.

A business framework will be established to guide the significant level of investment in both business and technical operations throughout the Program. Before work can begin on the transformation of business processes and technology portions of the FL WINS Program, program leadership must establish the overall governance structure and the data governance structures.

The overall Program governance structure was developed in December 2022. Utilizing a 3-tiered governance structure, the Program can focus on collaboration between partner staff at every level of the tiered structure. Tier 1 is where most of the Program work is completed among project teams, vendors/contractors, and workgroups. Tier 2 is where the Executive Program Sponsors and Workforce Partner Agencies' Business and Technology area leadership can provide input, guidance, and communicate with their Tier 1 staff on the Program's efforts. Tier 3 is reserved for the Program's Executive Steering Committee members, who hold senior leadership roles within their respective agencies. This committee will gather as needed every quarter for updates and decision making that requires their guidance.

FloridaCommerce is the budget authority for the Program with the fiduciary responsibility to procure vendors and monitor the requirements of the executed contracts, ensuring that deliverables and measures comply with Procurement of Personal Property and Services, Chapter 287, Florida Statutes (F.S.).

The REACH Office has responsibility for Program oversight, facilitation, and coordination of all workforce partner agencies engaged and actively participating in the FL WINS Program.²

The core workforce partner agencies are required to review their resource needs specific to the FL WINS Program and identify resources to contribute to project success throughout their programs. Each agency will determine whether existing agency staff are available to allocate to

² Section 14.36, *Florida Statutes*.

the FL WINS Program or if staff must be hired or procured to meet those needs. Program resources may fluctuate in the amount of time required on project activities throughout the life of the Program. Workforce partner agencies will need to identify resources available in each applicable legal, budget, contract, program area, and information technology (IT) office. In addition, each workforce partner agency may need to submit a legislative budget proposal to acquire additional staff to allocate to the Program.

Procurement

The procurement strategy will utilize a “best-of-breed” approach to vendor procurement due to the significant level of investments into transforming both business and technological options that will affect the core workforce partner agencies involved. The “best-of-breed” approach establishes a series of procurements, each geared to hire vendors with specific capabilities based on their individual specialties allowing for the maximum flexibility in selecting vendors that align to project priorities and preferred technical solutions. FloridaCommerce, as the budget authority, will procure vendor support to provide additional resources to assist in the successful completion of the project. The Program will require extensive participation from all workforce partner agencies.

The first phase of vendor procurements includes the following: Independent Verification and Validation (IV&V), Business Support and Technical Advisory (BSTA), and Business Process Reengineering and Transformational Change Management. These procurements are expected to be initiated no later than October 1, 2022. Note that these procurements have been completed as of the updating of this charter in 2023. The next phase of the procurement strategy will ensure that procurement obligations are met prior to December 31, 2024

Lastly, the governance structure for implementing the Program will require dedicated resources from each workforce partner agency, vendors, and stakeholders to carry out the necessary program tasks. Stakeholders for the Program are expected to engage in strategic objectives by providing experience, perspective, and an understanding of the impacts of the Program on their respective entity’s needs. Additionally, stakeholders will be responsible for providing input on functional requirements, program activities, user feedback, program documents, business requirements, and deliverables as necessary.

2.0 BUSINESS NEED AND OBJECTIVES

2.1 Business Need and Justification

Currently, Floridians who may benefit from employment, training, and/or self-sufficiency programs must navigate through multiple locations (physical and digital) and complete applications for each program separately. In the current format, there is no formal data sharing or referral system in place between core partner agencies, thus making it difficult for Floridians to obtain information. To address this problem, the Florida House of Representatives, under the leadership of Speaker Chris Sprowls, introduced legislation in the 2021 legislative session to advance the interoperability of entities that provide workforce development programs, both in

technology capabilities and business processes, to create a more efficient and streamlined “customer first” system for job seekers needing services.

[House Bill 1507](#), the Reimagining Education and Career Help (REACH) Act, passed unanimously and was signed into law by Governor DeSantis in June 2021. The intent of the REACH Act is to create a “no-wrong-door-entry strategy” to improve equity and access to the myriad of state and federally funded workforce related programs for Floridians.³ This effort will require collaboration between the workforce partners to streamline processes and minimize duplicative data entry from both individuals and workforce-related programs by creating and establishing a common intake form, public facing portal, and a data integration solution connecting the existing workforce related programs.⁴

Following up on the groundbreaking legislation, the vendor-procured feasibility study began the conceptualization of the Program through recommendations, the initial Schedule IV-B, a cost benefits analysis, and a risk assessment. This work marked the formal start to the Program’s Planning and Implementation phases in FY22-23 and FY23-24. A revised Schedule IV-B was approved in September 2023.

Identified in the original feasibility study and Schedule IV-B, the Program's focus remains on business integration, policy and program management, customer service, and technical requirements for streamlined services with the goals of empowered individuals, universal access, and increased accountability.

Previously identified in the feasibility study, the strategy that outlines both the business and technology project procurements recommended a Business Support and Technology Advisory vendor and a Systems Integrator vendor. The strategy has shifted to procuring a Program Management Office vendor and a Customer Portal. The Program Management Office will jointly (with FloridaCommerce and REACH Office) oversee the major project areas to achieve a successful project completion. The portal will be procured through the release of a problem statement to the vendor community soliciting innovative solutions.

These areas are separated into individual projects:

- Workforce Integration Management
- Business Planning and Communications
- IT Operations and Management
- Data Integration Solution
- Common Customer Portal

2.2 Business Objectives

The FL WINS Program includes a series of projects that address the development and implementation of a consumer-first workforce system, in support of the REACH Act. The Program’s goals are to integrate existing core workforce partner departmental systems of

³ Section 14.36(4), *Florida Statutes*.

⁴ Section 14.36(5), *Florida Statutes*.

record by creating a data integration solution and public facing consumer (opportunity) portal that allows interoperability among multiple workforce partner agencies and to create an enhanced user experience for Floridians.

First, the Program seeks to improve the fundamental customer experience of job seekers and employers by better aligning, coordinating, and integrating Workforce Innovation and Opportunity Act (WIOA) core programs with one another and with required American Job Center (AJC) partner programs. Second, the Program promotes the alignment of the workforce, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system. Third, the Program creates the opportunity to provide continual feedback that will support the implementing workforce partners in providing the best services possible.

The key focus areas are:

- **Streamlining services:** Florida’s workforce systems must be coordinated and consolidated to best serve participants.
- **Empowering individuals:** Individuals must be able to make informed decisions including all options to meet their workforce development needs through a “no-wrong-door-entry strategy” approach.
- **Universal access:** Services must be streamlined and consumer-friendly to ensure widespread accessibility to all Floridians.
- **Increased accountability:** Measurable results must be utilized to assess the return on investment for the public funds used to provide services to Floridians.

3.0 PROGRAM SUMMARY

3.1 Project Description

The FL WINS Program will be responsible for the development and implementation of a consumer-first workforce system⁵. To achieve the REACH Act’s goal of developing a “no-wrong-door-entry strategy” consumer-first workforce system, the Program will improve coordination among workforce partners which will, in turn, improve the delivery of workforce related services to Floridians. The Program will preserve existing core workforce partner’s case management systems and integrate them through a data integration solution which will be accessible by each workforce partner, creating a common intake form and a customer portal that is accessible by the public and workforce partner staff. This will streamline processes for both the customer and each core workforce partner by minimizing duplication of data entry and maximizing services provided. Additionally, integration will enable more comprehensive data in one place to enhance analytics and outcome performance measurement.

To move from the current state of the core workforce partner systems to the anticipated future integrated state, the Program will affect both business processes and technology capabilities at all workforce partner agencies. Separate from the FL WINS Program, each core workforce partner will be required to modernize their respective applications and systems to the

⁵ Section 445.01.1 Florida Statutes

minimum standards allowable to integrate with FL WINS. To meet this requirement, each core workforce partner agency will need to evaluate requirements for system changes to meet minimum standards required by the FL WINS Program and secure resources to achieve these updates according to the FL WINS Program timeline.

Identified project areas that will require individual project plans are:

- Workforce Integration Management
- Business Planning and Communications
- IT Operations and Management
- Data Integration Solution
- Common Customer Portal

3.2 Scope

Included below is a high-level project roadmap that defines the in-scope categories necessary to establish a business framework. The framework will guide the significant level of investment of both business and technical operations. Before the work can begin on the FL WINS Program, program leadership must establish the overall governance structure and the data governance structures. Due to the complexity of these changes and the level of effort they require, this project will need committed engagement and ongoing support from all workforce partners and a variety of vendors with a wide spectrum of specialties. Additionally, workforce partner stakeholders, both internal and external, will be needed for the transformation of both business and technology necessary for successful project completion.

Project Roadmap:

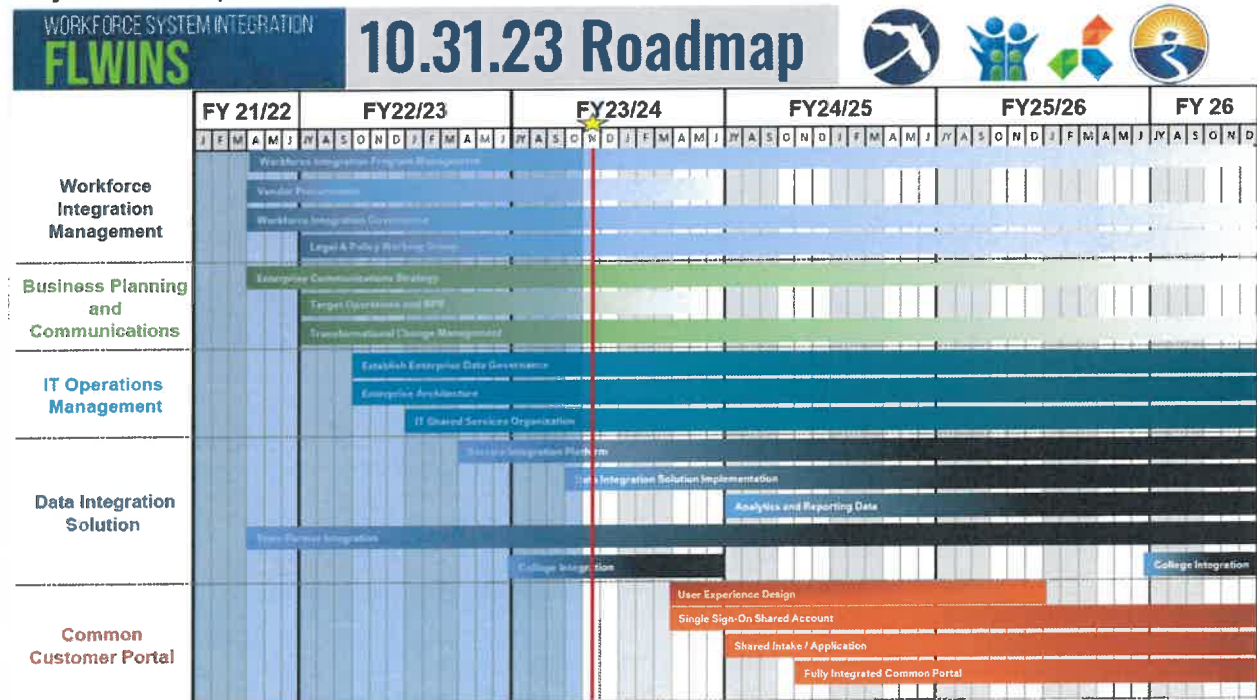


Figure 1 High-level Roadmap as updated on 10.31.23

This scope will remain high-level and include steps for managing the initial planning and initiation phase. Individual project scopes necessary to support the Program will be developed as the Program progresses. Separate individual project charters, scopes, and other requirements will be established.

3.3 Assumptions and Constraints and Risks

Assumptions are factors believed to be true, but not confirmed. Assumptions may affect all aspects of the Program and pose a certain degree of risk if they do not prove to be true.

The following are a list of FL WINS Program assumptions. Upon agreement and signature of this document, all parties acknowledge that these assumptions are true and correct.

Procurement Assumptions and Constraints:

- It is critical to the Program's success that procurement of the following vendors be completed or initiated no later than October 1, 2022 (note that this has been completed):
 - Independent Verification and Validation
 - Business Support and Technology Advisory
 - Business Process Redesign and Transformational Change Management
- It is critical to the Program's success that the procurement of a Program Management Office vendor has an executed contract and is onboarded before the end of Calendar Year 2023.
- It is critical to the Program's success that a Customer Portal and Integrated Data Solution vendor has an executed contract and is onboarded before the end of February 2024.

Governance Assumptions and Constraints:

- Sound governance and support from workforce partners' executive leadership involved with the Program is critical to the Program's success. The PMO will assist in executing and monitoring the governance model defined and approved for the Program.

Partnership Assumptions and Constraints:

- A known constraint is establishing and maintaining a shared vision among the workforce partners. This is a critical dependency for the long-term success of the Program, as different visions could arise among workforce partners that could hinder the success of the Program. It is crucial for workforce partners to agree on a shared vision from the start and sustain it throughout the life of the projects and the Program.
- Initial known constraints that could impact the Program's success include establishing a governance structure that is not well defined or implemented, changes in funding, and fluctuating position vacancies that could result in uneven levels of engagement among workforce partners and stakeholders.

- The PMO for the Program will establish and maintain the risk management and resources of the Program. The PMO will assist in establishing program change management requirements.
- A Communication and Business Plan within each workforce partner agency will be established to ensure that the goals and objectives are clearly defined and understood throughout the life of the Program. The Program's success is critically dependent on the level of engagement and effort from all workforce partner agencies, stakeholders, and other supporting vendors.
- Legal and policy experts representing the core workforce partners and agency programs are integral to the success of FL WINS. Establishing and maintaining the Legal Policy Workgroup is critical for the Program's initiation and success to ensure accurate, timely, and consistent interpretation of all new and existing laws, regulations, and policies relevant to system design and development throughout the Program initiative. The Legal Policy Workgroup will assist in other relevant activities as needed throughout the Program.

Technology Assumptions and Constraints:

- Based on the assessment of the current technology state in each core workforce partner system, some systems are operating on modern technology platforms while others are operating on aging technology platforms. To avoid potential constraints to the Program's success, some current business and technical systems within the core workforce partner agencies will need to be maintained/consolidated, retired/replaced, or improved.
- Establishing and developing Information Technology Shared Services Workgroup, that has multiple focal area workgroups, will ensure operations and management functionality includes the following subject areas: data governance, system architecture governance, Cyber-security, data privacy, data and analytics, networking, identity and access management, and technology recommendations. Work in these areas is to be coordinated and collaborated on among all workforce partners. The technology portions of the Program include several groups and teams responsible for many project tasks needed to achieve interoperability of shared data and services.

4.0 INITIAL PROGRAM PLAN

The initial Program Management Plan was developed by the Business Support and Technology Advisory vendor, as required in the procurement's contract deliverable. This vendor was onboarded to the Program in August 2022 and terminated from the Program in June 2023. As an unintended consequence of the termination, the Program Management Office duties are being absorbed by FL WINS program staff until a new Program Management Office vendor is on-boarded, which is expected to happen no later than December 2024.

4.1 Estimated Resource Requirements

The Project Sponsor, FloridaCommerce (serving as Administrative and Budget Authority), will be procuring vendor support to provide additional resources to assist in the successful completion

of the Program. The Program will require extensive participation from all workforce partner agencies.

Other workforce partners will be required to identify internal resources to contribute to project success throughout their program areas. Program resource requirements may fluctuate in the amount of agency staff time required on project activities throughout the life of the Program. Workforce partner agencies will need to identify resources available in each applicable legal, budget, contract, program area, and IT office. In addition, each workforce partner agency may need to submit a legislative budget proposal to acquire additional staff to allocate to the Program.

The Program will require specific resources from stakeholders at different points throughout the Program. The original assessment, feasibility study, and Schedule IV-B all broadly identified the required scope of resources from stakeholders. This has since been updated, with the assistance of the Business Process Re-engineering vendor and Program leadership, to reshape the individual projects within the Program. However, the previously defined resource involvement for specific project areas has not changed.

4.2 Funding Source(s)

FloridaCommerce was appropriated \$250 million in General Revenue funds that utilize the U.S. Treasury, State Fiscal Recovery Fund (SFRF), as authorized by the American Rescue Plan Act of 2021 (Pub. L. 117-2).

SFRF funds can be used to address the challenges and opportunities for Florida's workforce learned during the pandemic by improving employment opportunities and creating stronger linkages between workforce education and the state's continually expanding employment sectors.

SFRF funds may be used to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2024. All funds must be obligated by December 31, 2024, and must be expended by December 31, 2026.

4.3 Estimated Budget

The FL WINS Program is on a five-year schedule, with an anticipated completion date of December 2026. Currently, the FL WINS Program is in the second year, the program delivery stage.

Funds were appropriated as follows:

- \$100 million in Fiscal Year 2021-2022 (section 152, Ch. 2021-36, Laws of Florida)
- \$150 million in Fiscal Year 2022-2023 (section 197, Ch. 2022-156, Laws of Florida)
- \$10 million reduction for Fiscal Year 2022-23 (section 233, Ch. 2023-239, Laws of Florida)

As of November 2023, \$38 million of the \$240 million appropriated for the FL WINS Program has been contractually obligated, and \$7.5 million has been expended.

4.4 Procurement Strategy

The procurement strategy will utilize a “best-of-breed” approach to vendor procurement due to the significant level of investments into transformation of both business and technological options that will affect the workforce partner agencies involved. The “best-of-breed” model establishes a series of procurements, each geared to hire vendors with specific capabilities based on their individual specialties allowing for the maximum flexibility in selecting vendors that align to project priorities and preferred technical solutions. In the initial strategy, there are potentially up to six procurements that will be needed to fully execute the FL WINS Program, this may change as the requirements and specifications are more thoroughly developed. To date, this strategy has shifted to allow for an end-to-end solution(s) vendor who may partner with multiple solution vendor(s) to achieve a successful outcome, as long as the funds are obligated by December 31, 2024.

4.5 Project Schedule Estimate

The implementation of the overall FL WINS Program and the individual projects identified within is expected to take five years to complete. Phase 1 will focus on establishing the Program and the technical integration and is estimated to take three to five years to complete. This timeline will require all workforce partners and vendors to maintain clear plans and adhere to a strict schedule to meet project milestones established for successful completion of the Program.

5.0 PROGRAM AUTHORITY

FloridaCommerce is the budget authority for this project with the fiduciary responsibility to procure vendors and monitor the contractual requirements of the executed contracts ensuring that the project deliverables and measures are in compliance with Procurement of Personal Property and Services, Chapter 287, F.S.

The REACH Office is responsible for project oversight, facilitation, and coordination of all workforce partner agencies that need to be engaged and actively participating in the Program to implement the creation of a “no-wrong-door-entry strategy” to improve access to workforce development systems for all Floridians, by way of the REACH Act.⁶

In compliance with Chapter 60GG, F.A.C., because this Program (and projects) exceeds the threshold of \$10 million total cost for an IT project, it will require management oversight from DMS to ensure the project meets the Florida Information Technology Project Management and Oversight Standards.

5.1 Program Sponsor(s)

The project authority to provide a “no-wrong-door-entry strategy” to workforce related programs for Floridians and required objectives are joint responsibilities of FloridaCommerce and the REACH Office. While FloridaCommerce and the REACH Office are joint program

⁶ Section 14.36, *Florida Statutes*.

sponsors, FloridaCommerce is the primary budget authority sponsor, and the REACH Office is the primary sponsor for facilitating and coordinating collaboration among all workforce partner agencies and stakeholders throughout the life of the Program.

5.2 Program Managers

The FL WINS Program's objective to establish a unified system for providing workforce services, training, and access to public benefits among three State of Florida agencies will require extensive collaboration and facilitation beyond the capacity of one agency's scope. The complexity of the Program's assignments and tasks will require a high level of commitment, stakeholder buy-in, and executive support. Each workforce partner agency must share a continued vision of the Program's success and ensure their agency's long-term vision stays in alignment with the shared vision throughout the life of the Program.

Each workforce partner will be responsible for designating a Program Manager to represent their agency's strategic vision, goals, and priorities, and continuously working toward alignment on a shared vision to ensure a successful Program and project completion. Designated Program Managers will work on behalf of their agency to allocate or remove resources from the Program.

Program Directors, within REACH and FloridaCommerce will work collaboratively with the Program Management Office to ensure that core workforce partner agency Project Managers (and allocated resources) are working cohesively and collectively to keep the Program in scope, on time, and within budget.

5.3 Program Stakeholders

Program stakeholders for this complex Program will involve multiple internal and external groups. Stakeholders for the Program are expected to engage in strategic objectives by providing experience, perspective, and an understanding of the impacts of the Program on their respective entities' needs. Stakeholders will be responsible for providing input on functional requirements, project activities, user feedback, project documents, business requirements, and deliverables as necessary. Stakeholders will also be responsible for disseminating programmatic and project information and updates to local internal/external stakeholders.

Stakeholders are key in program's success by leading workforce partner agency buy-in, but each stakeholder's level of involvement may vary across individual project tasks and assignments. The level of impact and engagement will be detailed further in each individual project charter.

Known stakeholders are currently identified as workforce partner agencies, and as the Program progresses, additional stakeholders will be identified and added to the governance structure.

5.4 Program Organizational and Governance Structure

The FL WINS Program's goal is to implement a consumer-first workforce-system that integrates existing data systems by creating a data integration solution and public facing consumer portal that allows interoperability among multiple workforce partner agencies to better serve

Floridians. The expectation for achieving continuous progress and collaboration among workforce partner agencies is for the FL WINS Management Team to work through most program and project barriers in a timely manner. To ensure continuous and timely progress, transparency, and informed decision-making, the Program will have a 3-tiered governance structure for the purposes of facilitating, coordinating, and delegating responsibilities required for decision-making, planning, procuring, and implementing the FL WINS Program.

6.0 PROGRAM RISKS

6.1 Risk and Complexity Category

The initial and updated Schedule IV-B of the workforce partner systems' modernization requirements provided an initial Program risk assessment. The Program Initiation and Planning Risk and Complexity category is at a level 4 and will require compliance with Chapter 60GG, F.A.C.

The Planning and Event driven Risk and Complexity reports completed in July/August of 2023 remain at Category level 4 and will require compliance with Chapter 60GG, F.A.C.

6.2 Updated Program Risks

The overall risk for the Program is charted in the upper right quadrant of the Risk Assessment Summary chart and indicates an overall high risk with moderate-to-high strategic alignment. The Program is a multi-year project and requires significant financial and resource investments, development of a shared data integration solution and service platform, integration of multiple state agency systems (12 major systems identified with additional systems being considered) and will impact millions of Floridians. Extensive communication, change management, and project management efforts will be required to ensure stakeholders realize the FL WINS Program's proposed benefits. The complexity and timeline of the Program present multiple areas of high risk. The strategic significance of the Program to Florida's future workforce system objectives contributes to the overall high risk since these systems affect a large population.

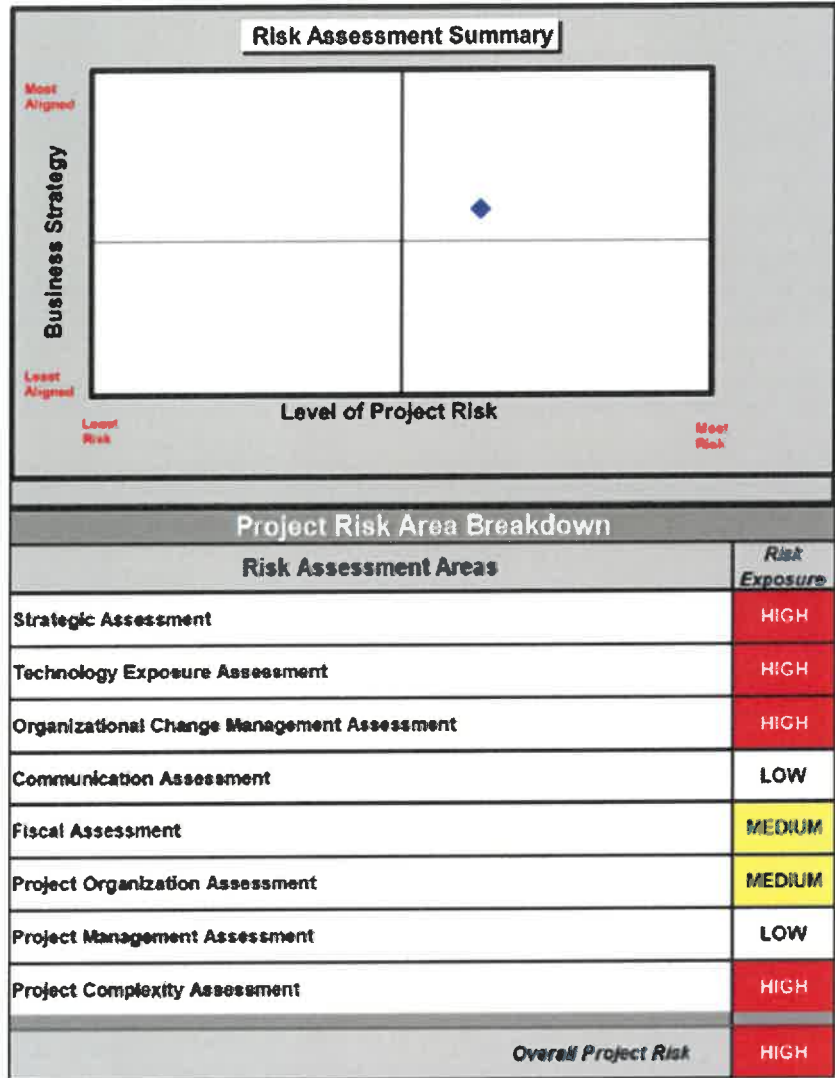




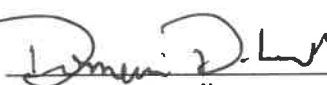
Figure 2 Risk Area Breakdown provided by updated Schedule IV-B

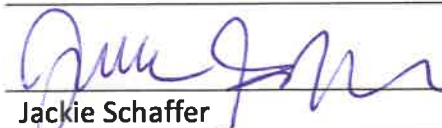
7.0 PROGRAM APPROVALS

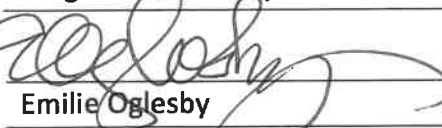
The undersigned acknowledge this Charter is being updated from the initial version executed on August 31, 2022, and updated on December 19, 2022, and have reviewed the FL WINS Program Charter and agree with the information contained herein. The undersigned hereby give their respective Project Manager the authority to apply the approved level of organizational resources to project activities. Changes to this Program Charter will be coordinated with and approved by the undersigned or their designated representatives.

Signature:  Date: 11/29/23
 Print Name: Lindsay Volpe
 Title: Deputy Secretary, Division of Workforce Services
 Agency: Florida Department of Commerce
 Role: Executive FloridaCommerce Program Sponsor

Signature:  Date: 11/29/23
 Print Name: Mark Baird
 Title: Deputy Data and Systems Policy Coordinator
 Agency: Re-Imagine Education and Career Help (REACH),
Executive Office of the Governor
 Role: Executive REACH Program Sponsor

Signature:  Date: 11-29-23
 Print Name: Domenic DiLullo
 Title: Chief Technology Officer
 Agency: Florida Department of Commerce
 Role: Program Leadership, FloridaCommerce

Signature:  Date: 11/29/23
 Print Name: Jackie Schaffer
 Title: Program Director, REACH
 Agency: Re-Imagine Education and Career Help (REACH),
Executive Office of the Governor
 Role: Program Leadership, REACH

Signature:  Date: 11-29-23
 Print Name: Emilie Oglesby
 Title: Assistant Deputy Secretary, Division of Workforce
Services, Interim Program Director
 Agency: Florida Department of Commerce
 Role: Program Leadership, FloridaCommerce

FL WINS

Program Management Plan

Version: 600

Date: October 16, 2023

Author: FL WINS PMO

Submitted To: FloridaCommerce



Revision History

DATE	VERSION	DESCRIPTION	AUTHOR
10/28/2022	001	Program Management Plan - Development Draft Version 001	Tara Kyvik and Rick Hawks (with supporting authors)
11/18/2022	002	Feedback Received from DEO	Kent Whittington
11/29/2022	003	Select Content Revisions per DEO Review	Drew Evers
11/29/2022	004	N/A – Version Number Skipped	N/A
12/14/2022	005 - 007	DEO Revisions	Kent Whittington
12/14/2022	008	Select Content Revisions per DEO Review	Drew Evers
1/25/2023	009	Select Content Revisions to Component Plans of PgMP per Stakeholder Feedback. (Communication Plan, Testing Management Plan, Configuration Management Plan, Data Governance Plan, Decision Management Plan, Procurement and Contract Management Plan, Project Change Management Plan, Systems Change Management Plan)	Steven Jones
2/1/2023	010	Reconcile edits from the ESC deck, plus to date updates	Kent Whittington
2/9/2023	100	Versioned 100 due to approval	Kimberly Watts
3/7/2023	101	Updated roadmap graphic on page 6 of 69 to reflect approved version and updated caption placement to precede graphic. Updated Author to BSTA Contractor (previously said North Highland). Consolidated 12/14/2022 DEO revisions to single row in Revision History table. Updated revision 009 Author. Fixed pagination. Refreshed Table of Contents. February 2023 updates.	Drew Evers, Kelsea Gustavson, Tara Kyvik, Jane Matthews, Kimberly Watts
3/10/2023	200	Versioned 200 following approval	Kimberly Watts
3/10/2023	201	Updates broken links. Program functions, roles, and responsibilities table is now Attachment V.	Kimberly Watts
4/4/2023	300	Versioned 300 following approval	Kimberly Watts
4/21/2023	301	April PgMP updates per feedback from IV&V.	BSTA Contractor



DATE	VERSION	DESCRIPTION	AUTHOR
5/5/2023	302	Made minor edits to the roles and responsibilities table	Program Directors and BSTA Contractor
5/5/2023	400	Versioned 400 following approval	Kimberly Watts
6/2/2023	401	Updated scope to reflect approval of PCR 10022	Tara Kyvik
6/16/2023	500	Versioned 500 following approval	Kimberly Watts
10/6/2023	502	Updating PgMP to align with 2023/2024 Schedule IV-B	Erica Puckett

Modifications to the approved baseline version (100) of this artifact must be made in accordance with the *Attachment B – FL WINS Artifact Management Standards*.

Quality Review History

DATE	REVIEWER	COMMENTS
10/28/2022	Drew Evers	Preliminary Draft Review
11/29/2022	Drew Evers	Secondary Draft Review of Select Edits
12/14/2022	Drew Evers	Secondary Draft Review of Select Edits
2/17/2023	Tara Kyvik	General QC Review
3/2/2023	Tara Kyvik	Confirmation of February updates
3/22/2023	Kelsea Gustavson, Tara Kyvik	Confirmation of March Updates
4/21/2023	Kimberly Watts	Quality Check Review
5/24/2023	Kimberly Watts	Quality Check Review
10/12/2023	Jackie Schaffer	FY 23/24 Schedule IV-B alignment draft review for approval



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SECTION 1: EXECUTIVE SUMMARY

The FL WINS Program Management Plan (PgMP) describes the scope, structure, and management method for the FL WINS Program (Program) and its projects and activities. This PgMP is a living document; as such, it is updated as conditions change or as directed by the FloridaCommerce and on behalf of the Workforce Partners. Workforce Partners include FloridaCommerce, Florida Department of Children and Families (DCF), Florida Department of Education (DOE), the Reimagining Education and Career Help Office (REACH), Florida Digital Service (FL[DS]), and CareerSource Florida (CSF). The workforce partners that house systems and programs that service individuals Statewide are referenced as “core” workforce partners and include FloridaCommerce, DCF, and DOE.

This PgMP is reviewed quarterly for updates, if no event occurs to drive a change before then.

Changes to the plan are made in accordance with *Attachment M – Project Change Management Plan* and *Attachment B – Artifact Management Standards*.

FL WINS Program teams use this document to:

- Establish the Program’s governance framework
- Update the FL WINS Program’s roadmap
- Establish program standards to promote consistency in the management of the Program and its projects
- Provide the templates and standard operating procedures (SOPs) to bring consistency in how standards are applied
- Provide the planning and management necessary for successful outcomes and realization of benefits
- Monitor and control the work of the Program
- Report on the Program
- Promote the consistent management of artifacts
- Establish a framework for data governance
- Promote the security of data associated with the planning, analysis, testing, and implementation of FL WINS



SECTION 2: OVERVIEW

The purpose of the FL WINS PgMP is to establish standardization in project management processes executed by FL WINS project teams and to facilitate the integrated processes essential to the successful execution of the Program.

The PgMP provides the approach, standards, and processes for component plans (such as Project Change Management) required to manage current and future FL WINS projects, meet customer expectations, and keep appropriate stakeholders informed and involved with Program progress.

The PgMP and its key integrated processes support:

- Effective communication of Program and project information among the various FL WINS stakeholders, including the Workforce Partners, FL WINS governance participants, FL WINS contractors, the Independent Verification and Validation (IV&V) contractor, and other State oversight organizations
- Effective management of the complex risks and issues that arise because of the requirements and priorities of the various stakeholders
- Effective engagement of the individual stakeholders and FL WINS project teams to gain the necessary decisions on expected outcomes, project plans, and key deliverables
- Coordination of the numerous FL WINS projects and stakeholders by creating the framework to gain support, resolve conflicts, and direct the various teams
- Assessment of whether the outputs or outcomes of the component projects and activities contribute to the outcomes and benefits identified for the Program
- Promotion of continuous alignment of the Workforce Partners and FL WINS project teams

2.1 PROGRAM DESCRIPTION

Key elements of the FL WINS Program are summarized in this section. The approved FL WINS *Program Charter* is incorporated by reference in *Attachment A*.

The Program is responsible for the development and implementation of a consumer-first workforce system, ie FL WINS. To achieve the Reimagining Education and Career Help (REACH) Act's goal of developing a "one-workforce strategy" consumer-first workforce system, the Program seeks to improve coordination among Workforce Partners and the delivery of workforce-related services to Floridians. Key features include:

- Preservation of existing Core Workforce Partner's case management systems with integration through a data integration solution, accessible by each Workforce Partner that enables referrals from entity to entity while allowing for the most minimal impact to existing case management systems.



- Creation of a public-facing customer portal that includes a common intake form to minimize duplicate data entry and maximize the services provided by Workforce Partners.
- Enhance analytics and outcomes-based performance measurements to ensure that increased accountability, streamlining of services, universal access to Programs and services is provided to empower individuals to make informed decisions on options to meet their needs through the no-wrong-door approach.

To move from the Core Workforce Partner systems current state to the anticipated future integrated state, the Program impacts business processes and technology capabilities at all Workforce Partner agencies. Separate from the FL WINS Program, each Workforce Partner must modernize their respective applications and systems to the minimum standards allowable to integrate with FL WINS. To meet this requirement, each Workforce Partner agency must:

- Evaluate requirements for system changes to meet minimum standards required by the Program
- Secure resources to achieve these updates according to the Program's timeline

2.2 PROGRAM MANAGEMENT APPROACH

The program management approach described in the PgMP is based on industry standards and lessons learned from other programs. It is consistent with the State of Florida IT Project Management and Oversight Rule as it employs mostly traditional project management standards and practices, especially for the Initiation, Planning, and Closeout stages of a project. Agile ways of working are incorporated as necessary to allow for the most flexible approach to implement this Program and projects. The expectations of this hybrid approach are described in the appropriate component plans (e.g., *Attachment R – Schedule Management Plan*).

2.3 PROGRAM SUCCESS CRITERIA

The Schedule IV-B for Workforce Partner Systems Modernization, Fiscal Year 2023-24 identifies multiple criteria that must be realized for the Program to be considered a success. This table is in Appendix A, and Program Management Team members review and update it at least annually and as appropriate.

2.4 PROGRAM ASSUMPTIONS AND CONSTRAINTS

Assumptions are factors in the planning process considered to be true. Plans are inaccurate when assumptions are untrue, so it is important to confirm or correct assumptions. *Attachment A – Program Charter* identifies several assumptions and constraints in the categories of procurement, governance, partnership, and technology. They are included below along with additional assumptions and constraints that influence planning decisions. Program Management Team members review and update the assumptions and constraints at least annually and as appropriate.



Procurement Assumptions and Constraints

- Program success depends on procurement of the following contractors being completed or initiated no later than December 31, 2024.
 - › Customer Portal Project (CP) – in progress
 - › Independent Verification and Validation (IV&V) - complete
 - › Workforce Integration Management project (WIM) – in progress
 - › Business Process Re-engineering (BPR) and Transformational Change Management (TCM) - complete

Governance Assumptions and Constraints

- Governance establishment, execution, and support from Workforce Partners' executive leadership on the overall program is critical to program success. The Workforce Integration Management (WIM) project will assist in executing and monitoring the governance model defined and approved for the Program.
- The WIM and Business Planning and Communications are primarily composed of non-technical projects that help the organization create a framework for coordinating and implementing the changes in strategy, policy, organization, business operations, and technology needed to transition to the desired target state. These projects will have a cross-department and program-wide approach. They should be undertaken as soon as possible and continue in conjunction with the Business & Technology Projects.
- The Program Management Team was established in the initial Program Management Plan and further elaborated in subsequent versions. Roles and responsibilities are established for Program Sponsors from each Workforce Partner Agency, who lead the Program Management Team. Each Workforce Partner Agency is supported with a Program Manager. Escalations within the Program Management Team, and up/down to other tiers, are led by two Program Directors – one from the REACH office and one from FloridaCommerce.
- This project category is focused on establishing the governance model and structural processes which will guide Workforce Partner systems integration projects to support this inter-agency initiative. This will include standards for setting priorities, project management, decision-making, issue escalation and resolution, cross departmental information technology and legal and policy collaboration and alignment, and tracking progress against expectations.

Key assumptions used to develop the detail for the WIM, Business and Technology projects include:

- Vendor shall adhere to state protocols, processes, and other key requirements in development of requirements, scope of work, and mobilization (and will make optimization recommendations as necessary)
- Procured vendors on the FL WINS Program are not expected to participate in any other procurement negotiations.



- Standardization of some business and technology procedures across agencies will be established to streamline processes and align priorities.
- Vendor shall adhere to state requirements (including the use of the Project Management Institute's Project Management Body of Knowledge (PMBOK)) in the development of the program charter and standards.
- State will provide dedicated resources in the business and technology areas to support overall program objectives for management in connection with vendor(s) and/or contractors.
- Each Workforce Partner is represented in multiple areas of the Program's governance structure to provide the most collaborative and aligned vision for the future state. —
- Vendor shall provide integrated programmatic reporting (overall program and individual project statuses, risks, issues, etc.) to provide leadership (and other key stakeholders) with information required to make business decisions.
 - › This is currently being handled by monthly status reporting and through the Transformational Change Management Office. When the Program Management Office (PMO) re-release of procurement closes in fall 2023, the expectation is to have the PMO manage the programmatic reporting on a more frequent basis than monthly.

Partnership Assumptions and Constraints

- A known constraint is establishing and maintaining a shared vision among the Workforce Partners. This is a critical dependency for the long-term success of the Program, as different visions could arise among Workforce Partners that could hinder the success of the Program. Crucially, Workforce Partners must agree on a shared vision from the start and sustain it throughout the life of the Program and its related projects.
- The FL WINS PMO must establish and maintain the risk management and resources of the Program. The FL WINS PMO assists in establishing overall change management requirements.
- Program Management Team members must work with each Workforce Partner agency through the Transformational Change Management vendor to establish a *Change Management and Communication Plan that will be a living document and updated as the Program matures*. The plan helps ensure the Program's goals and objectives are clearly defined and communicated throughout the life of the Program. Program success is critically dependent on the level of engagement and effort from all Workforce Partner agencies, stakeholders, and other supporting contractors.
- Workforce Partner agencies will appoint adequate subject matter experts to participate and/or serve roles (as necessary) in the establishment and ongoing responsibilities of the data governance and enterprise architecture functions.
- Legal and policy experts representing the Workforce Partners and programs are integral to the success of FL WINS. Establishing and maintaining the Legal Policy Workgroup is critical for the Program's initiation and success in ensuring accurate, timely, and consistent interpretation of all new and existing laws, regulations, and



policies relevant to system design and development throughout the Program. The Legal Policy Workgroup must assist in other relevant activities as needed.

- Information Technology subject matter experts representing the Workforce Partners and specific focal areas are integral to the success of FL WINS. Establishing and maintaining a shared technological vision is required for relevant system design and implementation of the future state solution.
- Fluctuating position vacancies could result in uneven levels of engagement among Workforce Partners and stakeholders.

Technology Assumptions and Constraints

- Based on the current state technology assessment of each Workforce Partner system, some systems operate on modern technology platforms while others operate on aging technology platforms. To avoid potential constraints to the Program's success, some business and technical systems in the Workforce Partner agencies must be maintained/consolidated, retired/replaced, or improved.
- Establishing and developing IT Operations and Management functionality includes aspects for data governance, system architecture governance, and IT shared services. The technology portions of the Program include several groups and teams responsible for many project tasks needed to achieve interoperability of shared data and services.
- The business value and technical quality (BV/TQ) of these current state systems has been assessed. However, in the past year the Business Process Reengineering project validated in-scope programs and applications and found the original assessment to be incomplete. To ensure that the BV/TQ of each in scope program and system is accurate, there are ongoing efforts to conduct gap analyses and to ensure that the FL WINS Program accounts for other Workforce Partner modernization efforts. This is a continuous and ongoing initiative throughout the life of the Program.
- Technology future state solution should be determined and agreed upon by all Workforce Partner Information Technology Core Team members.

Overarching Assumptions and Constraints

It is assumed:

- The FL WINS Program continues to receive the required appropriations.
- Program team members, including Workforce Partners, subject matter experts, current and future solution providers, and FL WINS contractors, are available when needed.
- All work is completed according to the approved schedule(s) and dependencies are proactively communicated and managed.
- Workspace, meeting rooms, system permissions, and necessary equipment (e.g., Wi-Fi, audio/visual devices, office space, access to FL WINS Repository) are available when needed.

The Program is constrained by:



- The availability of funding. While the program is appropriated \$250 million in total, the program must request, and be granted, spending authority beyond the \$25 million authorized for FY 2022-23.
- Funding deadlines. FloridaCommerce has been appropriated \$250 million in General Revenue funds that utilize the U.S. Treasury, State Fiscal Recovery Fund (SFRF), as authorized by the American Rescue Plan Act of 2021. SFRF funds may be used to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2024. All funds must be obligated by December 31, 2024, and must be expended by December 31, 2026.
 - › There is a \$10 million setback in the \$250 million appropriated, the Program must maintain that there is \$240 million to be obligated by 12/31/2024.
- The availability and diverse locations of resources. The FL WINS Program is comprised of state employees from five different workforce partners and consultants from multiple firms all mostly working from different locations. This impacts the ability for impromptu discussion and collaboration.



2.5 PROGRAM SUMMARY TIMELINE

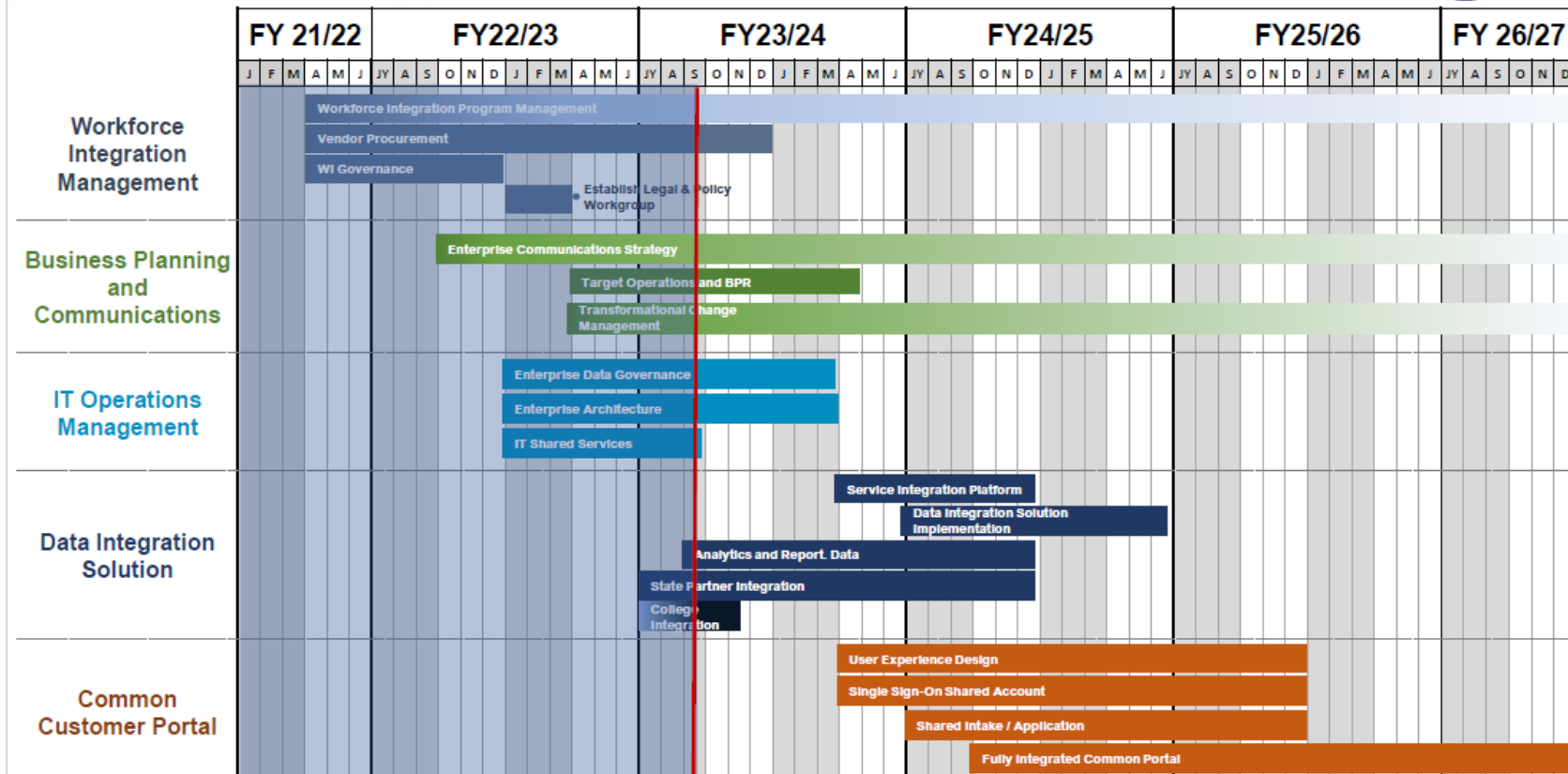
Exhibit 2 1: FL WINS Summary Timeline, below, presents a high-level view of the Program's primary activities.

Exhibit 2-1: FL WINS Summary Timeline



WORKFORCE SYSTEM INTEGRATION
FLWINS

9.18.23 Roadmap





2.6 PROGRAM OVERSIGHT

The FL WINS Program is subject to several layers of federal, state, and program-level oversight. Below is a list of key oversight bodies and the nature of their oversight:

- Federal – Oversight related to their respective interests in the in-scope business process and system updates
 - › US Department of Labor
 - › Centers for Medicare and Medicaid Services (CMS)
 - › US Department of Agriculture
- State
 - › Executive Office of the Governor
 - REACH Office – Required by Section 14.36(3)(e), F.S., to oversee the Workforce Development Information System (also known as FL WINS)
 - Office of Policy and Budget (OPB) – Performed as part of their Planning and Budgeting authority under Chapter 216, F.S.
 - › Florida Department of Management Services (DMS)
 - Florida Digital Service – Required by Section 282.0051(1)(d), F.S., to perform project oversight of all state agency IT projects with costs of \$10 million or more
 - › Florida Legislature – Performed as part of their Planning and Budgeting authority under Chapter 216, F.S.
- Program
 - › IV&V contractor – Required by administrative rule Chapter 60GG-1, F.A.C. to perform independent verification and validation of program and project activities
 - › FL WINS Program Governance bodies – Executive and senior-level oversight of program and project performance
 - › FL WINS PMO – Routine program and project management oversight
 - › FL WINS Continuing Oversight Team – Required by Section 287.057(26)(a), F.S. to monitor contracts meeting certain thresholds, report on deficient contract performance that substantially affects successful completion, and changes in contract scope or cost

2.7 COMPONENT PLANS

Exhibit 2-2: Summary of the Component Plans, below, lists the component management plans that support the FL WINS Program and are incorporated by reference. The component plans are stored on the FL WINS Central Repository.



Exhibit 2-2: Summary of the Component Plans

PLAN NAME	ATTACHMENT IDENTIFIER	DESCRIPTION
Artifact Management Standards	B	Establishes the deliverable and artifact management standards, processes, and templates required to efficiently manage the Program's artifacts.
Communication Plan	C	Provides a high-level overview of the Transformational Change Management entity's Change Management and Communication (CMC) Plan. The plan serves as a guide for how messages are distributed to audiences, groups, and stakeholders impacted by the FL WINS transformation.
Configuration Management Plan	D	Addresses the management of configuration items (i.e., software, hardware, and documentation) associated with the Program.
Data Governance and Management Development Plan	E	Outlines the approach and plan for the establishment and implementation of FL WINS data governance and data management.
Decision Management Plan	F	Defines how the Program makes the necessary decisions on expected outcomes, project plans, and key deliverables for the duration of FL WINS.
Financial Management Plan	G	Establishes the process and procedures the Program uses to plan, manage, and control project costs.
Issues Management Plan	H	Provides an overview of how an issue is identified, logged, and tracked, including roles and responsibilities for each area.
Knowledge Transfer Plan	I	Outlines the knowledge transfer activities that occur throughout the solution integration and deployment phases of the Program.
Lessons Learned Management Plan	J	Provides an overview of the lessons learned process, including how to log a lesson learned and the roles and responsibilities for each element of the process.
Organizational Change Management Plan	K	Describes how the Transformational Change Management entity's Change Management and Communication Plan sets the overall framework to execute program-level and project-level organizational change activities.
Procurement and Contract Management Plan	L	Involves activities covering the entire life cycle of the procurement process from initial procurement strategy and planning, through the execution of a procurement, leading to the ongoing management of an active contract.
Project Change Management Plan	M	Describes the process for managing changes to scope, schedule, and/or cost at the Program level and project level.
Quality Management Plan	N	Documents the necessary information for planning, managing, and controlling the quality of the Program.
Requirements Management Plan	O	Describes the requirements identification, traceability, and maintenance processes for the Program.



PLAN NAME	ATTACHMENT IDENTIFIER	DESCRIPTION
Resource Management Plan	P	Defines the planning and management of resources for the duration of the Program.
Risk Management Plan	Q	Establishes the approach the Program uses to identify, analyze, and manage risks.
Schedule Management Plan	R	Defines how the schedule is managed throughout the Program's life cycle. The plan provides guidance and sets expectations for schedule policies and procedures for planning, developing, managing, executing, and controlling the schedule.
System Change Management Plan	S	Provides a systematic approach to managing changes made to a product or system. The purpose is to ensure that all changes are documented, that services are not unnecessarily disrupted, and that all affected stakeholders and end users are informed of the changes.
Testing Management Plan	T	Describes the overall technical and management approach, resources, and milestones for all intended test activities associated with development, validation, implementation, and operational testing.
Stakeholder Management Plan	U	Describes the method for identifying stakeholders and the approaches for planning, managing, and controlling stakeholder engagement over the life of the Program.
Program Functions, Roles, and Responsibilities	V	Identifies stakeholders who have specific roles and responsibilities for the known governing bodies, workgroups, and project teams within the Program. Outlines the general roles and responsibilities for individuals relative to FL WINS program functions.



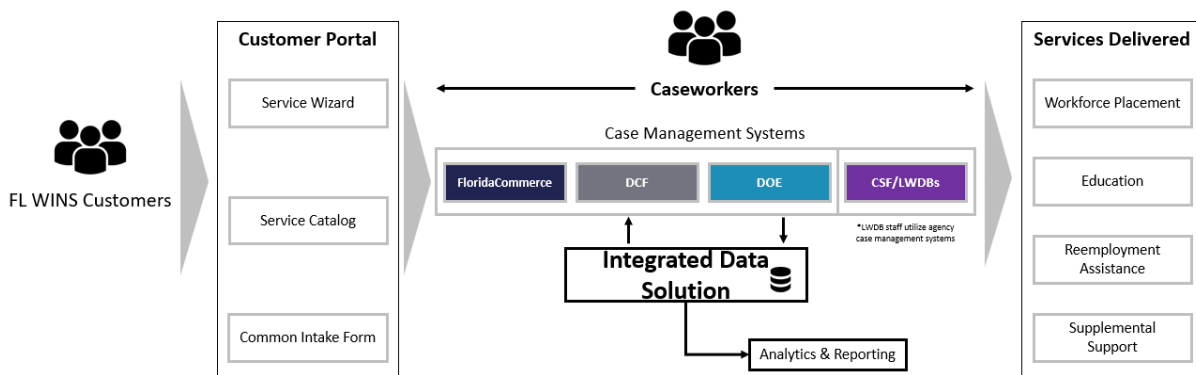
SECTION 3: PROGRAM SCOPE

FL WINS is a multiyear program that employs a range of strategies, including modernization, integration, and coordination of information systems; realignment of program oversight; data-driven and performance based decision-making; programmatic reform; and the adoption of new solutions, aimed at reimagining the state’s workforce development system and driving toward a “no-wrong-door-entry” strategy. FL WINS is an innovative, consumer-first workforce development system that seeks to provide Floridians with improved access to workforce programs and services, enhance transparency and accountability of workforce programs, and promote self-sufficiency through interoperable systems and shared integrated data.

The main components, as described in **Exhibit 3 1: FL WINS Program Components** are:

- Customer Portal
- Common Intake Form
- Integrated Data Solution

Exhibit 3-1: FL WINS Program Components



The scope of the Program is identified by phase. Each phase is described below in detail. In addition, the five known project areas that are currently in scope for the Program are listed, described, and designated with an anticipated delivery methodology.

3.1 PROGRAM PHASES

Exhibit 3 2: FL WINS Program Scope and Standard Program Phases, below, lists the scope and description of each phase.

Exhibit 3-2: FL WINS Program Scope and Standard Program Phases



PROGRAM PHASE	DESCRIPTION
<p>Phase 1: Program Definition Start Date: 7/21/2021 End Date: 12/31/2022</p>	<p>The Program Definition Phase of the FL WINS Program is where the team progressively elaborates goals and objectives of the Program and includes Program Formulation and Program Planning.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> ▪ Feasibility Study ▪ Program Charter ▪ Program Management Plan ▪ Program Roadmap ▪ Initial Risk Identification Workshop ▪ Program Governance Plan <p>Procurements:</p> <ul style="list-style-type: none"> ▪ Workforce Innovation Management, Business Support and Technical Advisory/PMO contractor ▪ IV&V contractor ▪ Business Process Re-engineering contractor ▪ Transformational Change Management contractor
<p>Phase 2: Program Delivery Start Date: 1/1/2023 End Date: 12/31/2026</p>	<p>Stages:</p> <ul style="list-style-type: none"> ▪ Design/develop ▪ Testing and readiness ▪ Cutover and post go-live <p>Each stage may be repeated multiple times, depending on the complexity of the project. This phase includes:</p> <ul style="list-style-type: none"> ▪ Component Authorization Planning ▪ Component Oversight & Integration ▪ Component Transition to Operations and Closure <p>Deliverables:</p> <ul style="list-style-type: none"> ▪ Project Solutions Standards ▪ Requirements ▪ Business Process Re-engineering ▪ Solution Design ▪ Solution Development/Configuration Testing ▪ Training Materials and User Training ▪ Deployment documentation <p>Procurements:</p> <ul style="list-style-type: none"> ▪ Workforce Innovation Management, Business Support and Technical Advisory/PMO contractor ▪ Customer Portal contractor ▪ Others (including staff augmentation resources)
<p>Phase 3: Program Closure Start Date: TBD End Date: 12/31/2026</p>	<p>Objectives:</p> <ul style="list-style-type: none"> ▪ Acknowledgement of the Program's completion, with a final Program Sponsor sign-off/acceptance of deliverables and benefits ▪ Assessment of the Program's success ▪ Identification/documentation of best practices ▪ Sharing of lessons learned with other projects and programs

Exhibit 3 3: FL WINS Project Phases, below, describes the scope and description of each project phase.

Exhibit 3-3: FL WINS Project Phases



PROJECT PHASE	DESCRIPTION
Initiation	<p>The first step in establishing a project. Includes:</p> <ul style="list-style-type: none"> ▪ Acquiring team members (including contractor procurements, if needed) ▪ Project kickoffs ▪ Establishing interim tools and processes ▪ Preliminary discussions on approved approaches, templates, and standards <p>FL WINS projects will start upon written authorization from FloridaCommerce (e.g., via an approved task order or other written authorization). Reporting (e.g., status reporting, CRAIDL) will start at project start.</p>
Planning	<p>Establishes the framework for the standards, methodologies, and templates used throughout the project. Includes:</p> <ul style="list-style-type: none"> ▪ Educating the project team on how these elements are applied to each specific project ▪ Establishing a baseline project schedule that runs through the Transition Phase ▪ Creating the various component plans that govern the program management aspects of each project ▪ Defining specific benefits to be achieved by the project
Execution	<p>Delivery of each project. Includes:</p> <ul style="list-style-type: none"> ▪ Finalization and documentation of requirements ▪ Completion of the System Development Life Cycle (SDLC) ▪ Provision of leadership and support throughout the development process ▪ Governance and management for all projects within the Program
Monitor and Control	<p>Includes processes for managing quality, scope/schedule/budget, status reporting, risks, and issues. These activities are performed for the Program and the individual projects.</p>
Transition	<p>Moves the project from contractor-managed to Workforce Partner management under the newly negotiated and signed contracts. Includes:</p> <ul style="list-style-type: none"> ▪ Review and approval of transition plans from the incoming and outgoing contractors ▪ Identification of risks and mitigation planning ▪ Monitoring of operations
Closeout	<p>Final phase of each project. Includes:</p> <ul style="list-style-type: none"> ▪ Assisting with the transition of the operations and contract monitoring to the Workforce Partners ▪ Gathering lessons learned to ensure future programs are successful ▪ Archiving project data, artifacts, reports, and deliverables in the central FL WINS Repository ▪ Ensuring the Program Management Center of Excellence (PMCoE) is current ▪ Transferring knowledge between the FL WINS team and Workforce Partner staff, including FloridaCommerce approval of the contractor's Knowledge Transfer Plan deliverable

3.2 ANTICIPATED PROJECTS

Exhibit 3-3: FL WINS Project Phases, above, serves as a roadmap of the in-scope initiatives necessary to establish the modernized FL WINS business framework. Due to the complexity of changes inherent in realizing the Program's vision and the level of effort they require; this Program needs committed engagement and ongoing support from all Workforce Partners and



a variety of contractors with a wide spectrum of specialties. Additionally, Workforce Partner stakeholders, both internal and external, are needed for the transformation of business processes and technologies necessary for successful project completion.

3.2.1 PROJECT ROADMAP

This scope listed in the roadmap is high-level, and additional details are included in the schedule for the FL WINS Program. Individual project scopes must be developed as the Program progresses. Separate individual project charters, schedules, and other requirements must also be established.

The five project areas and their primary components include:

- **Workforce Integration Management**
 - › Workforce Integration Project Management
 - › Vendor Procurement
 - › Workforce Integration Governance
 - › Legal and Policy Workgroup
- **Business Planning and Communications**
 - › Enterprise Communications Strategy
 - › Target Operations and Business Process Re-engineering
 - › Transformational Change Management
- **IT Operations and Management**
 - › Establishment of Enterprise Data Governance
 - › Enterprise Architecture
 - › IT Shared Services Organization
- **Data Interoperability Solution**
 - › Data Integration Solution
 - › Analytics and Reporting Data
 - › State Partner Integration
 - › College Integration
- **Customer Portal**
 - › User Experience Design
 - › Single Sign-On – Shared Account
 - › Shared Intake/Application
 - › Fully Integrated Customer Portal



3.3 WORK PRODUCTS PRODUCED THROUGH ALL PROJECT PHASES

Various work products are produced throughout many of the project phases. This section lists examples of these work products.

- Weekly Status Reports
- Monthly Status Reports
- CRAIDL (Changes, Risks, Actions, Issues, Decisions, Lessons Learned) Report
- Meeting Agendas and Meeting Minutes
- Change Control Request Artifacts including Impact Analysis and Sign-off
- Project Closeout Report (Closeout Phase Only)

3.4 IN-SCOPE SYSTEMS

As of the approval date of this PgMP, the following business areas and/or software systems are in-scope for the Program.

- FloridaCommerce Employ Florida System
- FloridaCommerce RECONNECT/Reemployment Assistance System
- FloridaCommerce Workforce Information Database (WIDb)
- FloridaCommerce OSST System
- DCF Self Service Portal (SSP)
- DCF HopeFlorida
- DOE Division of Vocational Rehabilitation Case Management System (AWARE)
- DOE Division of Blind Services Case Management System (AWARE)
- DOE Employment Meets Opportunity Portal (EMOP)
- DOE Division of Early Learning – Enhanced Field System (EFS)
- DOE Florida College Systems and School Districts (partial integration)
- DOE Career and Adult Education
- CareerSource Florida – representing multiple Local Workforce Development Boards and systems.

3.5 OUT-OF-SCOPE ITEMS

Effective project management requires a project to stay within scope so that its original goals can be achieved. The same is true for the FL WINS Program. Below are items considered out of scope for the Program.

- *Decision Making* - Making decisions related to projects and systems not identified as in-scope for the Program



-
- *Definition of Business Rules or other Details* - Defining the business rules or other functional or technical details for projects or systems not identified as in-scope for the Program
 - *Execution* - Executing programs or projects not directly related to the Program
 - *Desktop Services and FloridaCommerce Network Infrastructure* - Providing technical support services that are not specifically part of an identified project under the Program
 - *Training* – Providing training not directly related to the Program and its projects



SECTION 4: PROGRAM STRUCTURE FOR STAKEHOLDERS ON TEAMS AND WORKGROUPS

In accordance with Section 14.36, F.S., the REACH Office is responsible for oversight, facilitation, and coordination of all Workforce Partner agencies essential to implementing a consumer-first workforce system.

FloridaCommerce is the budget authority for the FL WINS Program with the fiduciary responsibility to procure contractors and monitor the contractual requirements of the executed contracts ensuring deliverables and measures comply with Procurement of Personal Property and Services, per Chapter 287, F.S.

The FL WINS Program and its component projects meet the requirements for oversight per the Florida Information Technology Project Management and Oversight Standards in Chapter 60GG-1, F.A.C. Thus, the FL WINS Program is subject to oversight from FL[DS] and an IV&V contractor.

4.1 PROGRAM ROLES AND RESPONSIBILITIES

This section is intended to identify stakeholders who have specific roles and responsibilities within the Program. *Attachment V – Functional Program Roles and Responsibilities, Program Functions, Roles, and Responsibilities*, lists the general roles and the responsibilities for individuals relative to FL WINS Program functions. These roles and responsibilities are influenced by the following expectations:

- Most of the design/build work is conducted by contractors and staff augmentation resources.
- Workforce Partners' subject matter experts (SMEs) are engaged as needed.
- Workforce Partner Program Managers are dedicated full time to the FL WINS Program and have responsibilities between the governance tiers.

Specific governance roles and responsibilities for workgroups, teams, and individuals within these groups are discussed in Section 5, Program Governance.

4.2 STAKEHOLDERS

This section lists initial Program stakeholders. A comprehensive Stakeholder Register will be built as part of *Attachment U – Stakeholder Management Plan* and maintained in the FL WINS Central Repository.

4.2.1 INTERNAL STAKEHOLDERS

- The REACH Office in the Executive Office of the Governor
- FloridaCommerce
- Florida Department of Children and Families



-
- Florida Department of Education
 - CareerSource Florida
 - The Florida Digital Service
 - Agency Program Areas
 - FL WINS Governance Member
 - FL WINS PMO
 - FL WINS Workgroups/Project Teams
 - FL WINS Contractors
 - End-users of Existing Workforce Information Systems

4.2.2 EXTERNAL STAKEHOLDERS

- Executive Office of the Governor's Office of Policy and Budget
- The Florida Legislature
- The Department of Management Services
- The Florida Digital Service
- External End-users of Existing Workforce Information Systems
- Independent Verification and Validation Contractor
- End-users of Existing Workforce Information Systems



SECTION 5: PROGRAM GOVERNANCE

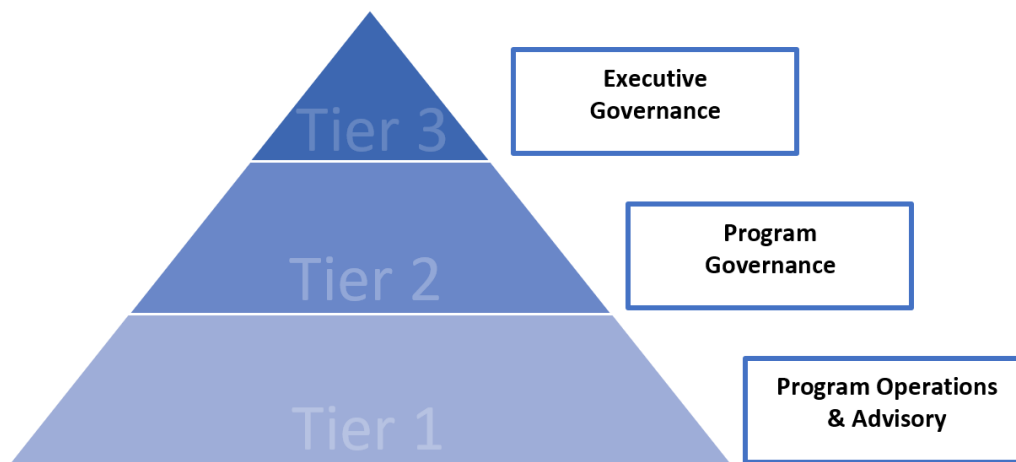
Governance refers to the structure, processes, tools, and templates that enable effective decision-making through a hierarchy of groups that provide analysis and recommendations. Effective governance enables management control of complex transformations by creating accountability at the right levels throughout the organization. Governance, executed effectively, controls the variables inherent in any large-scale transformation.

The goal of the FL WINS Program is to integrate existing departmental systems to allow for interoperability between multiple stakeholders and the Workforce Partners. To reach this goal, there must be a clear, robust, and repeatable decision-making framework to allow for the successful governing of the Program.

5.1 PROGRAM GOVERNANCE SCOPE

Exhibit 5-1: A three-tiered governance structure was approved on December 19, 2022, by the FL WINS Program’s Executive Steering Committee, that has representation from the six Workforce Partner Agencies involved in this initiative. The **Three-Tier Governance Model**, below, shows the system to facilitate the decision-making processes involved with the Program. The committee, sponsors, teams and/or Program Workgroups at each tier fulfill a critical role in providing information, advice, recommendations, and decisions to effectively guide and oversee the Program. These Governance bodies are decision-making and solution-oriented entities with representation from Workforce Partners, other impacted agency stakeholders, and contractors (as appropriate). The FL WINS Program’s three-tiered governance structure includes an escalation path based on impacts to scope, schedule, budget, and quality. Defined thresholds place responsibility of change control within appropriate tiers.

Exhibit 5-1: Three-Tier Governance Model





5.2 GOVERNANCE ORGANIZATION

This section outlines three vital aspects of the FL WINS governance framework: (1) structure and membership, (2) roles and responsibilities, and (3) interactions and communications.

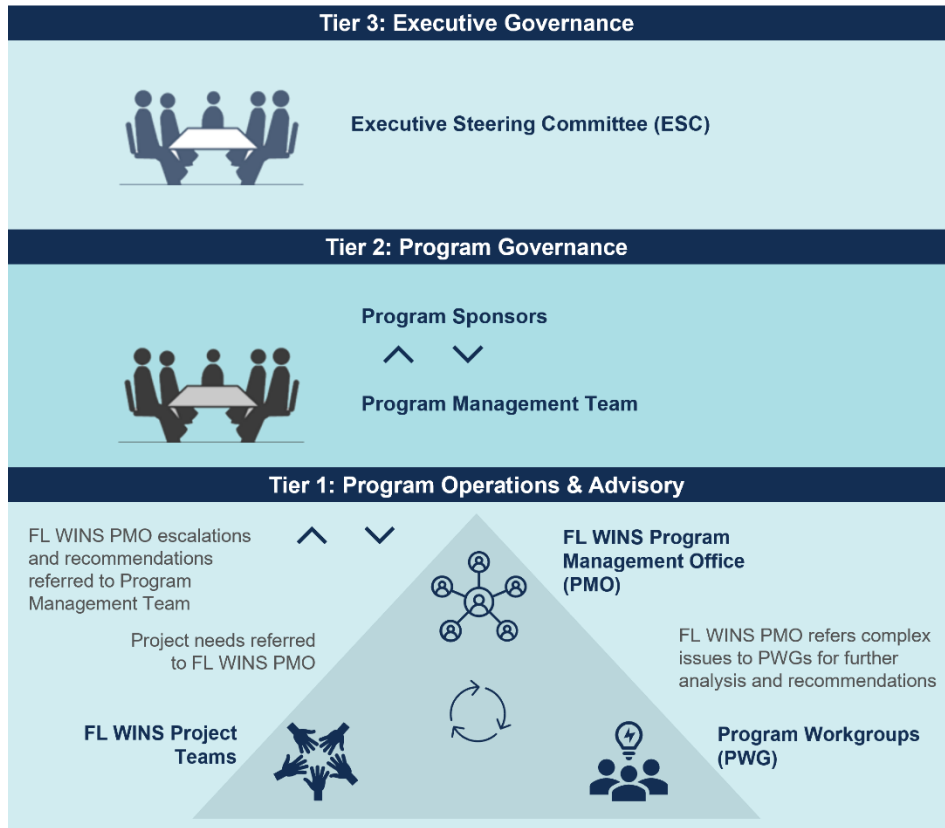
Exhibit 5-2: FL WINS Governance Framework, below, illustrates the framework.

5.2.1 STRUCTURE AND MEMBERSHIP

- *Tier 3* – FL WINS Executive Steering Committee (ESC)
 - › This tier represents executive-level governance that uses recommendations and information from Tier 2 to make decisions.
 - › It is chaired by the REACH Director.
 - › The REACH FL WINS Program Director serves as a non-voting member (liaison) of the ESC that collaborates within Tier 2 to bring Agenda items to the ESC for decision making.
- *Tier 2* – The FL WINS Executive Program Sponsors and Program Management Team
 - › The Executive Program Sponsors have discussion and analysis responsibility related to operational project decisions and are the final decision maker for Tier 2 related decisions.
 - › For those items that need escalation, the REACH FL WINS Program Director will work with the Executive Program Sponsors to escalate items to the ESC for a decision to be made at the ESC’s next publicly noticed meeting.
 - › The Program Management Team has discussion and analysis responsibility related to operational project decisions and is the final decision maker for Tier 1.
 - › The Program Management Team may refer items to the Program Workgroups in Tier 1 for advice and input to provide a comprehensive recommendation.
- *Tier 1* – Project Teams, Program Workgroups (PWG), and FL WINS Program Management Office (PMO)
 - › The governance structure begins at the project level with the FL WINS PMO, including the Program Managers and Project Team Owners.
 - › Before escalating items to the Program Management Team, the FL WINS PMO works with Project Managers and Program Workgroups to get advice and input.
 - › The FL WINS PMO also assesses items and escalates them to Tier 2 of governance based on prescribed decision scoring criteria.
 - › The FL WINS PMO works with the workgroups to formulate the recommendations before escalating to additional tiers of governance; however, any level/governance tier may refer these topics to an ad hoc workgroup.
 - › The FL WINS PMO facilitates the material development and management of the governance processes. This includes facilitating the circulation of items and artifacts between the governance levels and PWGs to achieve a resolution.



Exhibit 5-2: FL WINS Governance Framework



5.2.1.1 GOVERNANCE ROLES AND RESPONSIBILITIES

Defining the roles and responsibilities establishes a chain of command and helps ensure the process for accountability and decision-making is accurately followed. **Exhibit 5-3: Governance Roles and Responsibilities**

Exhibit 5-3: Governance Roles and Responsibilities

TIER LEVEL	TEAM NAME	MEMBERS	TEAM OVERVIEW
Tier 3	Executive Steering Committee (ESC)	REACH Director, Chair, EOG Core Workforce Partner Agency	<ul style="list-style-type: none"> Serves as ultimate decision-making authority for FL WINS Program



TIER LEVEL	TEAM NAME	MEMBERS	TEAM OVERVIEW
		Secretary, FloridaCommerce Core Workforce Partner Agency Secretary, DCF Core Workforce Partner Agency Commissioner, DOE Workforce Partner Agency State Chief Information Officer, FL[DS] Workforce Partner Agency President and CEO, CSF	<ul style="list-style-type: none"> ▪ Engages in matters that cannot be resolved by the Executive Program Sponsors or the Program Management Team ▪ Responsible for decisions impacting program activities aligned to the strategy including scope, budget, timelines, or quality changes (decision scoring metric used) ▪ Engages groups across all Governance tiers, including Program Workgroups and Program SMEs, to inform the decision-making process
Tier 3	Executive Steering Committee	REACH FL WINS Program Director, liaison	<ul style="list-style-type: none"> ▪ Serves as a non-voting member of the Executive Steering Committee ▪ Serves as liaison and facilitates the Executive Steering Committee meeting
Tier 2	Executive Program Sponsors	<ul style="list-style-type: none"> ▪ FloridaCommerce Deputy Secretary for Division of Workforce Services ▪ FloridaCommerce Chief Technology Officer ▪ REACH Deputy Director 	<ul style="list-style-type: none"> ▪ Serves as final decision maker in Tier 2, responsible for issues elevated by the Program Management Team ▪ Collaborates with FL WINS Program Directors on agenda items for escalation to Tier 3 ▪ Responsible for contractor management issues that impact scope, budget, schedule, or quality ▪ Engage Workforce Partner Program Sponsors on any relevant topics when input is needed ▪ Maintain decision-making authority for program or project operational decisions that will interrupt or impact day-to-day program or project activities that cannot be resolved by the Program Management Team
Tier 2	Workforce Partner Program Sponsors (This group will be convened by the Executive Program Sponsors monthly.)	<ul style="list-style-type: none"> ▪ DCF Assistant Secretary for Economic Self-Sufficiency ▪ FloridaCommerce Deputy Secretary, 	<ul style="list-style-type: none"> ▪ Maintains decision-making authority for program or project operational decisions that will interrupt or impact their agency's day-to-day program or



TIER LEVEL	TEAM NAME	MEMBERS	TEAM OVERVIEW
		Division of Workforce Services <ul style="list-style-type: none"> ▪ DOE Career and Adult Education Chancellor ▪ DOE Director of Division of Blind Services ▪ DOE Director of Vocational Rehabilitation ▪ FL[DS] Representation ▪ CSF Representation 	project activities that cannot be resolved by the Program Management Team
Tier 2	FL WINS Program Directors	<ul style="list-style-type: none"> ▪ REACH FL WINS Program Director 	<ul style="list-style-type: none"> ▪ Serves as decision maker for Tier 1 ▪ Collaborates with Executive Program Sponsors for agenda items going to Tier 3 (REACH FL WINS Program Director) ▪ Collaborates daily with FloridaCommerce FL WINS Program Director, for agenda items moving to decision makers on Tier 2 for resolutions ▪ Serves as issue escalation point for Workforce Partners ▪ Interacts with all three Governance tiers to ensure transparency and effective communication
Tier 2	FL WINS Program Directors	FloridaCommerce FL WINS Program Director	<ul style="list-style-type: none"> ▪ Serves as decision maker for Tier 1 ▪ Collaborates daily with REACH FL WINS Program Director, for agenda items moving to decision makers on Tier 2 for resolutions ▪ Serves as issue escalation point for contractors ▪ Interacts with all three Governance tiers to ensure transparency and effective communication
Tier 2	FL WINS Program Management Team		<ul style="list-style-type: none"> ▪ Serves as escalation point for Tier 1 ▪ Responsible for discussion, analysis, and decision-making in matters that cannot be resolved by the FL WINS PMO or PWGs ▪ Responsible for discussion, analysis, and informing decision-making related to



TIER LEVEL	TEAM NAME	MEMBERS	TEAM OVERVIEW
			<p>strategic and operational project decisions</p> <ul style="list-style-type: none"> ▪ Responsible for ensuring that discussion, analysis, and informing decision-making activities related to scope, budget, schedule, or quality are continuously aligned to the Program’s strategy ▪ Engages with specific program or project workgroups to gather information to support decision-making by the Executive Program Sponsors or ESC
Tier 1	FL WINS Program Management Office (PMO)	<ul style="list-style-type: none"> ▪ FL WINS Program Directors ▪ FL WINS Program Manager (FloridaCommerce) ▪ FL WINS Program Manager (BSTA Contractor) ▪ FL WINS Program Managers from DCF, FloridaCommerce, and DOE ▪ Project Managers for active FL WINS projects 	<ul style="list-style-type: none"> ▪ Responsible for facilitating governance functions ▪ Establishes and maintains program and project management standards ▪ Facilitates the sharing of resources, tools, and techniques ▪ Fosters consistency in the application of standards, processes, and templates ▪ Performs tactical program and project oversight ▪ Conducts daily oversight of their assigned component projects to confirm they are progressing as planned and promptly reports risk to Program Management Team as problems arise ▪ Facilitates cross-team collaboration and dependency management, working with the impacted project teams, the Program’s schedule, and CRAIDL managers as needed ▪ Mentors project managers on how to apply the FL WINS standards and operating procedures
Tier 1	Program Workgroups/Teams <ul style="list-style-type: none"> ▪ Legal and Policy Workgroup 	<ul style="list-style-type: none"> ▪ FL WINS PMO ▪ FL WINS Program Directors (as needed and on specific groups) 	<ul style="list-style-type: none"> ▪ Recommends and contributes to change strategy, risk management, and navigating program issues



TIER LEVEL	TEAM NAME	MEMBERS	TEAM OVERVIEW
	<ul style="list-style-type: none"> IT Shared Services Workgroup Data Governance Workgroup Enterprise Communication Workgroup Continuing Oversight Team (only Workforce Partners: DCF, DOE, FloridaCommerce, and REACH) 	<ul style="list-style-type: none"> FL WINS Workforce Partner Program Managers (as needed and on specific groups) Workforce Partner Agency Business Area Staff (when Subject Matter Experts are needed and on specific groups) Workforce Partner Agency Technology Department Staff (in specific groups) FloridaCommerce FL WINS Program Manager(s) (as needed and on specific groups) FL WINS Project Managers, Contractor (Project Teams, Workgroups) 	<ul style="list-style-type: none"> Provides legal support (more specifically related to procurement and contract management) Represents and communicates program changes to parties within each respective workgroup Works closely with individuals at all tier levels to bring specific knowledge and expertise Engages and provides information to the Program Workgroups and Teams that represent their respective Agencies. Represents experts and advisors that are outside of the main governing bodies
Tier 1	Advisory and Information – Ad Hoc for FL WINS Program Management Team	Project Team/Workgroup Members as needed Workforce Partner Agency Subject Matter Experts	<ul style="list-style-type: none"> Represents experts and advisors that are outside of the main governing bodies

5.2.2 INTERACTION AND COMMUNICATION

The FL WINS Transformational Change Management Project (TCM) is responsible for developing, managing, and disseminating all communications related to the FL WINS Program to internal and external stakeholders. TCM works closely with the Program Management Team including the Executive Program Sponsors (as needed), and the FL WINS PMO to ensure communication related to governance reaches the appropriate stakeholders and audiences. For more information regarding communication, please see the *Attachment C - Communication Plan*.

FL WINS Program governance communications use several channels based on audience as shown below in **Exhibit 5 4: Governance Communication Tools**

Exhibit 5-4: Governance Communication Tools

COMMUNICATION TOOLS	AUDIENCE
Issue Report	Executive Program Sponsors, Program Management Team, FL WINS PMO



COMMUNICATION TOOLS	AUDIENCE
Risk Report	Executive Program Sponsors, Program Management Team, FL WINS PMO
Change Order Summary Report	Executive Program Sponsors, Program Management Team, FL WINS PMO
Program Weekly Status Reports	Executive Program Sponsors, Program Management Team, FL WINS PMO
Monthly Status Reports	Executive Program Sponsors, Program Management Team, FL WINS PMO, Executive Steering Committee
CRAIDL	Executive Program Sponsors, Program Management Team, FL WINS PMO, Executive Steering Committee
Program Dashboard	Executive Program Sponsors, Program Management Team, FL WINS PMO
Executive Steering Deck	Executive Steering Committee

5.3 GOVERNANCE PROCESS

This section outlines the general ways of working, including committee and workgroup operations and workflow, standardization of meetings, issue management and escalation, and continuous improvement.

5.3.1 COMMITTEE AND WORKGROUP OPERATIONS AND WORKFLOW

Exhibit 5 5: Committee and Workgroup Operations, below, outlines each committee or workgroup, meeting frequency, and necessary artifacts leveraged. For a complete listing, please reference the *FL WINS Governance Cadence* spreadsheet found in the FL WINS Central Repository.

Exhibit 5-5: Committee and Workgroup Operations

COMMITTEE/ WORKGROUP	FREQUENCY	ARTIFACTS
FL WINS Executive Steering Committee	Quarterly and as needed	Program Dashboard, CRAIDL, Executive Steering Deck, and status reports
FL WINS Executive Program Sponsors	Monthly (as directed by Program Leadership)	Program Dashboard, program roadmap, and status reports
FL WINS Program Management Team	Monthly as needed and determined by Program Leadership	Program Dashboard, CRAIDL, project status updates, program status updates, program schedule, and program roadmap
Program Workgroup	As directed by Program Leadership	Program Dashboard, CRAIDL, project status updates, program status updates, and program roadmap



COMMITTEE/ WORKGROUP	FREQUENCY	ARTIFACTS
FL WINS PMO	Bi-Weekly or weekly	Program Dashboard, CRAIDL, project status updates, program status updates, program schedule, and program roadmap
Project Teams	As directed by Program Leadership	Program Dashboard, CRAIDL, project status updates, program status updates, and project schedule

5.3.2 STANDARD MEETINGS

The following standard meeting procedures are an outline of best practices and are expected to change to fit the evolving needs of the committees.

Program Management Team Meetings

- The FL WINS PMO is responsible for meeting logistics including but not limited to the items listed below
- Set the date, time, and room location (Note: If a virtual meeting is required, coordinate the meeting logistics and related virtual meeting links)
- Coordinate room set up, as applicable
- Develop the meeting agenda, with approval by Program Leadership on Tier 1
- Send the meeting invitation and agenda to Program Management Team members and other invited guests
- Source meeting materials from the project teams or other relevant subject matter experts and distribute the meeting materials electronically before the meeting
- Document and upload meeting materials into the FL WINS Repository
- Print and distribute meeting discussion materials for review in the meeting
- Confirm the meeting objectives and agenda
- Facilitate the meeting

Executive Steering Committee Meetings

- The FL WINS Program Directors, with the Executive Program Sponsors, prepare the agenda.
- The REACH Director chairs the ESC; however, the REACH FL WINS Program Director shares responsibility for conducting the meeting as the ESC liaison.
- The REACH Director provides the ESC updates on matters related to the FL WINS Program scope, schedule, budget, and resources and any other relevant program information.
- The FloridaCommerce FL WINS Program Director provides administrative functions through Agency for the ESC, including publicly noticing meetings.



- The FL WINS Program Directors, with the Executive Program Sponsors, prepare and distribute to the ESC members the agenda, status reports, and other applicable documents for review prior to the meeting.
- The ESC meetings are scheduled at least two weeks in advance with ESC members, and publicly noticed at least one week prior to the meeting date.
- The REACH Director allows for public comment before any ESC actions are taken by vote.

5.3.2.1 SUNSHINE LAW

All FL WINS meetings must adhere to the Sunshine Law, which stipulates:

- Meetings of public boards or commissions must be open to the public;
- Reasonable notice of such meetings must be given; and
- Minutes of the meetings must be taken and promptly recorded.

For the FL WINS Program, public meeting notices will be published in the Florida Administrative Register (FAR) in accordance with Rule 1-1.011, Florida Administrative Code. The process for noticing ESC meetings will include:

- Providing notice of the ESC meeting date, time, and location and a general description of the meeting's purpose
- Posting an agenda on the FL WINS external website and publishing in the FAR at least one week prior to the ESC meeting
- Confirming that notice and meeting materials have been published through the FL WINS external website and in the FAR at least one week prior to the ESC meeting

5.3.3 ISSUE MANAGEMENT AND ESCALATION

Program management staff attempt to consult the right expertise and advisors to resolve any issues internally before raising the concern to the next tier level for resolution. This activity is known as initiating the escalation process. The process is only used when an issue cannot be resolved in a designated period and warrants escalation.

Management team members consider the following questions when contemplating escalation:

- Does the governing body have the authority to weigh in on the decision at hand? What is the lowest level in which decisions can be made, and who is authorized?
- Once a decision is made, do we need to communicate the resolution?
- If so, who needs to receive this information?

Please see *Attachment H – Issues Management Plan* for additional information on this process.



5.3.4 CONTINUOUS IMPROVEMENT

The continuous evolution of governance standards is an essential part of FL WINS. Governance content undergoes regularly scheduled reviews, updates, and iterations. Conducting continuous improvement reviews ensures that activities across Workforce Partners are aligned with the FL WINS governance. The governance practices and associated templates are updated by program management staff annually, at a minimum.

5.4 GOVERNANCE PLANNING

Governance planning includes identifying a specific project for the application of FL WINS governance practices. This project serves as a pilot once all program charters and governance groups are established. Activation of the governance plan begins with the approval of FL WINS Program Management Plan.

- The FL WINS Executive Program Sponsors are responsible for the implementation of the governance model, relying on the Program Management Team and Program Directors.
- The FL WINS PMO prepares and provides communication and training to support implementation of the identified governance committees and PWGs.
- The stakeholder groups represented on the governance committees select representatives for participation, or affirm representatives to existing groups, as appropriate.
- Once governance committee members are identified, training and communication regarding the governance committee's purpose and operation commence.
- The FL WINS PMO facilitates the review, revisions, or creation of committee and group charters, as necessary.

In addition, decision-scoring criteria provide additional guidance for implementing governance.

5.4.1 DECISION SCORING CRITERIA

The Decision Scoring Criteria (DSC) matrix is a quantitative tool that allows decision makers to leverage a value system for implementing the escalation process. The DSC plots four categories (cost, schedule, scope, and quality) against four different impact scenarios (none, low, medium, and high). Routing rules for total impact scores specify:

- Less than or equal to a score of two falls within Tier 1
- Greater than two but less than a score of four falls within Tier 2
- Greater than or equal to a score of four falls within Tier 3

Exhibit 5-6: Decision Scoring Criteria Matrix, below, outlines the dimensions of consideration for scoring impact and the routing of items through the governance tiers.

Exhibit 5-6: Decision Scoring Criteria Matrix



Impact	Dimensions of Consideration			Qualitative Score Assigned	
	Cost	Schedule	Scope		
None	Cost neutral or lower cost	No impact to project schedule or reduced timeframe	No scope impact	No quality impact	0
Low	Cost Impact below 4%	Little impact to project schedule	Minor clarification to existing scope	Limited quality impact	1
Medium	Cost Impact above 4% and below 10%	Moderate schedule impact	Scope change is noticeable, but not deemed significant	Moderate quality impact	3
High	Cost Impact 10% or higher	Schedule and deliverable submission dates will shift	Scope change is deemed significant	Impact to quality noticeable	5
Total Impact Score Weight	40%	20%	20%	20%	= Final score

Final Impact Score	<2	>2 to <4	>4
Decision Routes To:	Tier 1: FL WINS Program Operations and Advisory	Tier 2: FL WINS Program Governance	Tier 3: FL WINS Executive Governance

5.4.2 AVAILABLE TOOLS AND TEMPLATES

- Meeting Minutes
- Meeting Agenda
- Recommendation Memo
- Briefing Memo
- Workgroup Initiation
- Decision Memo



SECTION 6: PROGRAM STANDARDS, TOOLS, TEMPLATES, AND PROCEDURES

Consistency and predictability are important when managing a complex program that brings together multiple departments, systems, contractors, and teams. The adoption of, and adherence to, program-wide standards, procedures, tools, and templates fosters consistency and predictability across interdependent project teams.

6.1 GOVERNING STANDARDS

The FL WINS PgMP and its component plans comply with the following federal, state, and industry standards. Additional standards may be added during the life of the Program, and project teams are expected to comply.

Federal

- National Institute of Standards and Technology (NIST)
- Federal Risk and Authorization Management Program (FedRAMP)
- Section 504 and 508 of the Rehabilitation Act of 1973
- Family Educational Rights and Privacy Act (FERPA)

State

- Florida IT Project Management and Oversight Standards, Chapter 60GG-1, F.A.C.
- Florida Cybersecurity Standards, Chapter 60GG-2, F.A.C.
- Cloud Computing, Chapter 60GG-4, F.A.C.
- State of Florida Enterprise Architecture, Chapter 60GG-5, F.A.C.
- Procurement of Personal Property and Services, Chapter 287, F.S.
- Continuing Oversight Team Section 287.057 (26)(a), F.S.

Industry Standards

- Project Management Institute (PMI) A Guide to the Project Management Body of Knowledge (PMBOK) – Seventh Edition
- Practice Standard for Project Risk Management (2009)
- PMI Practice Standard for Scheduling – Second Edition (2011)

6.2 PRIMARY TOOLS

Several tools are used in the execution of the FL WINS Program. They are summarized below and described in more detail in the respective component plans, where applicable.



6.2.1 STANDARD PRODUCTIVITY TOOLS

The Program uses industry-standard collaboration and productivity tools for spreadsheets, presentations, project schedules, collaboration, process flows, and documents.

- Adobe: Acrobat PDF
- Microsoft (MS) 365 suite: Word, Excel, PowerPoint, Project, SharePoint, Teams, and Visio
- ServiceNow: Used by the FL WINS Program for Project Portfolio Management (PPM) and reporting
- Smartsheet: Used by the FL WINS Program as a work management platform.

6.2.2 FL WINS REPOSITORY

The Program uses the FL WINS Central Repository for storing artifacts. It contains these folders:

- Administrative
- Meetings
- Program Management Office
- Projects

The FL WINS Repository is described in more detail in *Attachment B - Artifact Management Standards*.

6.2.3 FL WINS PROJECT PORTFOLIO MANAGEMENT

The Program uses FloridaCommerce's Project Management Information System (PMIS) for reporting and managing changes, risks, action items, issues, decisions, and lessons learned. It is also used for schedule and resource management and reporting.

The use of FloridaCommerce's PMIS for CRAIDL items, scheduling, and resource management is described in more detail in the respective component plans that support this PgMP.

6.3 TEMPLATES

The use of standard templates fosters consistency throughout the FL WINS Program. Templates are stored in the FL WINS Repository under *Center of Excellence > Templates* and are categorized for logical searching and location. Below is a sample of the available templates; templates are revised and approved by program management staff as needed.

Administrative

- Artifact Quality Control Checklist



-
- Task Order
 - Deliverable
 - Deliverable Expectation Document (DED)
 - Deliverable/Work Product Submission Email
 - Meeting Agenda
 - Meeting Notes/Minutes

Reporting

- Weekly Status Report
- Monthly Status Report
- Operational Work Plan

Schedule Management

- Schedule Assumptions and Constraints
- Project Schedule (by project type: Planning & Analysis, Procurement, or Implementation)
- Schedule Quality Checklist

6.4 PROCEDURES

This PgMP is augmented by standard operating procedures that explain how certain standards are applied in the execution of a project. SOPs are available in the FL WINS Repository under *Center of Excellence > Standard Operating Procedures*. SOPs are created for processes for which consistency is important for integration. Example:

- Establishing a project schedule
- Maintaining a project schedule
- Executing project change requests
- Conducting risk management
- Delivering weekly and monthly status reporting



SECTION 7: MASTER PROGRAM SCHEDULE

The FL WINS Master Program Schedule (MPS) is a compilation of all project schedule milestones, deliverables, and major tasks. The MPS is updated at least monthly after all project schedules are updated and posted. Below is a list of project schedules included in the MPS:

- Workforce Integration Management, Project, Procurement, and Implementation
- Business Process and Re-engineering, Project, Procurement, and Implementation
- Transformational Change Management, Project, Procurement, and Implementation
- Customer Portal Project, Procurement, and Implementation
- The MPS is the Program's source of truth for the estimated duration of the Program since project schedules are updated weekly. The FL WINS MPS and roadmap must be aligned when there is an event that impacts the Program, or at least annually.

All dependencies between projects are tracked in a dependency log on the FL WINS Repository for quick reference. Dependencies between projects are identified as a milestone in both schedules. FL WINS Project Managers must communicate schedule changes weekly and complete a Project Change Request (PCR) when necessary. Refer to *Attachment M - Project Change Management Plan* for additional details on the processes for managing and reporting changes. The FL WINS PMO monitors project dependencies throughout the life of the FL WINS Program and updates the MPS as necessary.

The FL WINS PMO builds placeholder schedules for future projects based on the information known at the time of schedule development. As new information is discovered, the placeholder schedules are updated. Placeholder schedules are built at the phase level and have estimated durations and a resource group or name (if known) assigned. Note: Placeholder schedules do not have work effort, nor are they baselined.

Refer to *Attachment R - Schedule Management Plan* for details on how project schedules are built and maintained over the life of the Program.



SECTION 8: COMPONENT PLANS

A series of component plans accompanies the primary PgMP and provides critical information to support the effective management of the FL WINS Program. Below are descriptions of each component plan. These plans are available in the FL WINS Repository.

8.1 ARTIFACT MANAGEMENT STANDARDS

The *Attachment B – Artifact Management Standards (AMS)* establishes standardization in quality and document (i.e., artifact) management processes executed by FL WINS project teams, FL WINS contractors, and FloridaCommerce. The AMS provides the approach, standards, and processes encompassing all aspects of deliverable and artifact management required to support current and future FL WINS projects and meet FloridaCommerce expectations.

8.2 COMMUNICATION PLAN

The *Attachment C – Communication Plan* provides a high-level overview of the communication components for the Transformational Change Management contractor's Change Management and Communication (CMC) Plan. The CMC Plan must inform all FL WINS stakeholders and other appropriate audiences with consistent, accurate, and timely information on the status and outcomes of FL WINS. In addition to outlining the goals and objectives of the CMC Plan, the Communication Plan provides an overview of the current state of FL WINS communications – key stakeholders, channels, workgroups, and committees – to lay the foundation for future communications.

8.3 CONFIGURATION MANAGEMENT PLAN

The *Attachment D – Configuration Management (CM) Plan* establishes the technical and administrative direction and monitoring for the management of configuration items (i.e., software, hardware, and documentation) associated with the Program that are to be placed under configuration control.

8.4 DATA GOVERNANCE AND MANAGEMENT DEVELOPMENT PLAN

The *Attachment E – Data Governance and Management Development Plan* outlines the approach and plan for the establishment and implementation of FL WINS data governance and management. It describes the key steps and considerations for organizing and building out the cross-agency data governance function that involves developing, implementing, and enforcing program standards, practices, and policies. The plan ensures that the data challenges associated with the Program are addressed. It also ensures processes are created to promote the effective collection, storage, and utilization of data over time, with the goal of improving the quality of and the trust in the data.



8.5 DECISION MANAGEMENT PLAN

The *Attachment F – Decision Management Plan* defines how the Program gains the necessary decisions on expected outcomes, project plans, and key deliverables for the duration of the Program. Decisions are used to clarify parameters within the bounds of contracted work or to outline parameters for a potential change request. Project Managers are responsible for logging decisions, while the FL WINS PMO is responsible for ensuring decisions are communicated.

8.6 FINANCIAL MANAGEMENT PLAN

The *Attachment G – Financial Management Plan* is intended to help ensure the Program and its contractors complete the FL WINS Program (and related projects) within budget. The Financial Management Plan identifies best practices and procedures to manage costs throughout the Program's life cycle. The plan covers the financial management approach, expenditure tracking, variance analysis, oversight of costs, and reconciliation between the State's budget, accounting, and project management cost processes.

8.7 ISSUES MANAGEMENT PLAN

The *Attachment H – Issues Management Plan* provides an overview of how an issue is to be identified, logged, and tracked. It also describes the roles and responsibilities each person plays during each issue stage. The document outlines an issue as being a problem affecting a project's scope, schedule, cost, and/or quality. Issues often arise from risks. Sometimes issues are unanticipated. An issue needs to be addressed and resolved as soon as possible to avoid negative project impacts.

8.8 KNOWLEDGE TRANSFER PLAN

The *Attachment I – Knowledge Transfer Plan* outlines the knowledge transfer activities that occur throughout the integration and deployment phases of the Program. Each contractor must make every reasonable effort to include key stakeholders in the knowledge transfer process and make available to them the relevant information resources. Contractors must ensure personnel are provided with the necessary technical support and user training to maximize the potential of the transferred solution.

8.9 LESSONS LEARNED MANAGEMENT PLAN

The *Attachment J – Lessons Learned Management Plan* describes the process of identifying, recording, and formulating an action plan around lessons learned. It provides an overview of how the FL WINS project teams document lessons learned throughout the life of a project. Lessons learned are collected throughout the project life cycle and at the end of each project phase.



8.10 ORGANIZATIONAL CHANGE MANAGEMENT PLAN

The *Attachment K – Organizational Change Management Plan* describes how the Transformational Change Management (TCM) develops the Change Management and Communication Plan. The TCM's plan encompasses both Change Management Plan and Communication Plan elements in one deliverable as opposed to having separate deliverables. The primary objective of the TCM's Change Management and Communication Plan is to describe the overall framework to execute program-level and project-level change activities for the FL WINS Program. These activities help to prepare stakeholders for the change, manage change resistance, and reinforce the change through a series of messages, training, and organizational culture programs.

8.11 PROCUREMENT AND CONTRACT MANAGEMENT PLAN

The *Attachment L – Procurement and Contract Management Plan* outlines how resources are to be procured in accordance with Chapter 287.056, F.S. (State Term Contracts and Procurements). The plan reflects procurement best practices, summarizes procurement methodology, and describes the process for managing procurements. The plan identifies and defines the goods and services to be procured, the types of contracts to be used in support of the project, the contract approval process, and key decision criteria.

8.12 PROJECT CHANGE MANAGEMENT PLAN

The *Attachment M – Change Management Plan* identifies the groups and individuals involved in change management, as well as their roles and responsibilities. When properly implemented, change management allows informed decisions to be made at the right levels and with consistent documentation. This plan provides a guide for how the Program and projects identify, document, analyze, escalate, approve, and communicate changes to scope, schedule, and cost. The change management process is used in any situation where a change occurs to scope, schedule, cost, area of responsibility, or a contractor's scope of services.

8.13 QUALITY MANAGEMENT PLAN

The *Attachment N – Quality Management Plan* documents the necessary information for planning, managing, and controlling the quality of the FL WINS Program. It defines the Program's quality policies, procedures, areas of application and associated criteria, and roles and responsibilities.

8.14 REQUIREMENTS MANAGEMENT PLAN

The *Attachment O – Requirements Management Plan* describes the overall approach to managing the requirements life cycle. It includes the roles and responsibilities for team members who participate in requirements management and describes the primary requirements development activities of analysis, elicitation, specification, and validation. The Requirements Management Plan also describes the process for managing changes to requirements and provides best practices for documenting high-quality requirements.



8.15 RESOURCE MANAGEMENT PLAN

The *Attachment P – Resource Management Plan* defines the planning and management of resources for the duration of the FL WINS Program. It describes processes for planning resources' assignments and tracking their work allocations to help promote efficient and effective service delivery.

8.16 RISK MANAGEMENT PLAN

The *Attachment Q – Risk Management Plan* defines the process employed by the FL WINS Program and each project team involved in managing risks. It includes:

- Identifying and categorizing project risks (Identify)
- Validating and logging the risks (Validate/Log)
- Assessing and prioritizing the risks so they are manageable (Analyze)
- Developing response strategies and assigning responsibility (Plan)
- Monitoring open risks on a regular basis (Monitor/Track)
- Communicating the risks and strategies on an ongoing basis throughout the life of the project (Communicate)

8.17 SCHEDULE MANAGEMENT PLAN

The *Attachment R – Schedule Management Plan* defines the development and management of the schedule for the duration of the Program. It identifies schedule templates and describes processes for developing the schedule, submitting the schedule for review and baselining, progressively elaborating the schedule, and submitting and approving schedule.

8.18 SYSTEM CHANGE MANAGEMENT PLAN

The *Attachment S – System Change Management Plan* documents a systematic approach to managing changes made to a product or system. The purpose is to ensure no unnecessary changes are made, all changes are documented, services are not unnecessarily disrupted, all affected stakeholders and end users are informed of the changes, and resources are used efficiently.

8.19 TESTING MANAGEMENT PLAN

The *Attachment T – Testing Management Plan* describes the overall technical and management approach, resources, and milestones for all intended test activities associated with development, validation, implementation, User Acceptance Testing, and operational testing.



8.20 STAKEHOLDER MANAGEMENT PLAN

The Attachment U – Stakeholder Management Plan describes the method for identifying stakeholders and the approaches for planning, managing, and controlling stakeholder engagement over the life of the Program.



SECTION 9: REPORTING AND METRICS

9.1 REPORTING OVERVIEW

This section describes the approach the FL WINS Program uses to provide FloridaCommerce, and any subsequent parties or agencies deemed necessary, progress reports relative to the overall health of the Program. This reporting is ongoing for the life the Program.

Exhibit 9 1: Project Reporting Requirements and Frequency, below, identifies and describes the project reporting types and frequency for the Program and related projects provided to FloridaCommerce by the FL WINS Project Manager.

Exhibit 9-1: Project Reporting Requirements and Frequency

REPORT	DESCRIPTION	FREQUENCY
FL WINS Status Report (for each named project)	<p>This is the regularly produced detailed status that is specific to each active project. The report includes:</p> <ul style="list-style-type: none"> ▪ Current CRAIDL items specific to the project ▪ Progress made over the past week ▪ Upcoming activities ▪ Items that need attention ▪ Green/Yellow/Red reporting against schedule, budget, risks, and issues ▪ Potential changes to scope ▪ Schedule metrics 	Weekly
FL WINS Program Status Report/Dashboard	<p>This is the regularly produced summary-level report that outlines program-level status. The information reported at a program level has been filtered to highlight the key:</p> <ul style="list-style-type: none"> ▪ Milestones ▪ Risks ▪ Issues ▪ Change Requests ▪ Decisions ▪ Schedule ▪ Cost 	Weekly
FL WINS Monthly Status Report to FloridaCommerce	<p>This report is a summary of the month's project activities and program status as well as costs referenced within the Spending Plan (as outlined in <i>Attachment G - Financial Management Plan</i>):</p> <ul style="list-style-type: none"> ▪ Program Status Overview ▪ Program Progress ▪ Program Issues/Risks ▪ Program Spend Plan <p>Per 60GG-1, F.A.C., the form DMS-F-0505B is used for monthly status reporting.</p>	Monthly
FL WINS Performance Reporting	<p>FloridaCommerce monitors the FL WINS contractors' performance using a Performance Reporting System to oversee the quality of the contractors' performance, document performance levels in critical areas of the system, facilitate the management of the FL WINS contracts, and enhance the investment made by FloridaCommerce and Workforce Partners in the administration of the FL WINS Program.</p>	Monthly



REPORT	DESCRIPTION	FREQUENCY
Ad hoc reports	Ad hoc analyses and reports at the written request of Program Leadership.	As requested by Program Leadership

9.1.1 ADMINISTRATIVE PROGRAM AND PROJECT COMMUNICATIONS

Agendas and summaries for discussions involving key issues, decisions made, and follow up items (e.g., meeting minutes) are stored in the FL WINS Central Repository.

For project email communications, the FL WINS Project Team communicates directly with the corresponding FloridaCommerce and FL WINS contractor counterparts with the appropriate additional recipients copied for inclusion. Additional guidelines and details of the communication process can be found in the *Attachment C – Communication Plan*.

Guidance for strategic program communications focused on stakeholder engagement and transformational change management can be found in the Transformational Change Management’s Change Management and Communication Plan.

9.2 METRICS OVERVIEW

As part of the FL WINS Project Team’s continuous assessment of project quality, risks, and overall project and program statuses, the FL WINS Project Manager uses performance measures to monitor progress and performance toward the completion of milestones and for assessing trends in overall health.

The standard frequency for monitoring and reporting of project and program schedule metrics, along with performance management metrics, reporting mechanisms, and acceptable values, is detailed below in **Exhibit 9-2: Performance Metrics**.

Exhibit 9-2: Performance Metrics

METRIC / MODEL NAME	GOAL	QUESTION	FORMULA	ANALYSIS LEVEL, FREQUENCY	TARGET VALUES	ANALYSIS REPORTING
% Complete (Percent Duration Complete)	Determine project status based on percentage of its completed duration	How much time is needed to complete the project?	$(\text{Actual Duration} / \text{Total Planned Duration}) \times 100$	Summary Task and Project Levels; Weekly and Monthly	Actual Duration Complete % is aligned with Planned Duration Complete %.	Project Status Report and/or Meeting

Percent Duration Complete expresses the current status of schedule activities as a percentage of the total scheduled duration that has been completed.



METRIC / MODEL NAME	GOAL	QUESTION	FORMULA	ANALYSIS LEVEL, FREQUENCY	TARGET VALUES	ANALYSIS REPORTING
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Schedule Performance Index (SPI)	On Target According to Scheduled Timeframe	Are we meeting our schedule?	Earned Value / Planned Value	Summary Task and Project Levels; Weekly and Monthly	Between 0.90 and 1.10 with 1.00 as the primary target. Above 1.00 is better than below 1.00.	Project Status Report and/or Meeting
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SPI is an earned value metric that measures whether the project is earning value at the scheduled rate. This metric is used to assist project managers in determining if a project will be completed on time, assuming current trends continue.

Cost Performance Index (CPI)	On Target According to Resource-Allocation	Are we utilizing our scheduled resources efficiently?	Earned Value / Actual Cost	Project Level; Weekly and Monthly	Between 0.90 and 1.10 with 1.00 as the primary target. Above 1.00 is better than below 1.00.	Project Status Report and/or Meeting
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CPI is an earned value metric that measures the cost-efficiency of work completed by scheduled resources. This metric is used to assist project managers in determining if a project will be completed with its current level of resource allocation, assuming current trends continue.

Finish Variance	On Target According to Scheduled Finish Dates	Are scheduled tasks being completed as planned?	Current Scheduled Finish Date – Baseline Finish Date	Project Level; Weekly and Monthly	< 10% of overall project duration	Project Status Report and/or Meeting
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The Finish Variance field contains the amount of time that represents the difference between the Baseline Finish Date of a task or project and its current Finish Date.



METRIC / MODEL NAME	GOAL	QUESTION	FORMULA	ANALYSIS LEVEL, FREQUENCY	TARGET VALUES	ANALYSIS REPORTING
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Number of Open Risks	Ongoing Monitoring and Control of Project Risks	Are risks being identified and mitigated?	Count of Open Project Risks	Project Level; Weekly	Trend of total number on regular periodic basis.	Project Status Report and/or Meeting
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Open risks are continuously monitored and addressed such that risks with high or increasing exposure values are stabilized, and the overall quantity of risks is decreasing.

Overall Risk Exposure	Mitigate and reduce overall project risk	Are risks being addressed and mitigated?	Sum of all Exposures (Probability x Impact) score for all open risks	Project Level; Weekly	Trend of total exposure score on regular periodic basis.	Project Status Report and/or Meeting
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Overall risk exposure looks at the project's risk posture according to its average Probability x Impact score for all open risks.

9.2.1 PROGRAM AND PROJECT STATUS

On a weekly basis, program and project management staff prepare status reports for each active project and the overall Program. Often this evaluation process can be subjective rather than rooted in actionable criteria. The below grid outlines the guidelines used when assigning a Green – Yellow – Red rating to each parameter. Any time a parameter is either Yellow or Red, a documented Risk/Issue/Change Request must be logged and actively worked on to return the parameter to Green. As part of this effort, program management staff evaluate each project and the overall Program against the following four parameters in **Exhibit 9-3: Status Rating Criteria**

Exhibit 9-3: Status Rating Criteria

	G (Green)	Y (Yellow)	R (Red)
Scope	FL WINS Program, or project, defined and approved scope will be achieved.	Unplanned, recommended scope changes (i.e., not currently on the roadmap directly) are pending Change Request. Additionally, current issues that have potential for defined scope to not be achieved.	Currently defined scope is no longer achievable. Scope refinements will need to be defined and approved.
Schedule	Currently defined milestones will be achieved. SPI is 0.93 to 1.0 or SPI > 1.00	One or more key milestones are in danger of not being met. Risks/issues have been documented outlining potential issues with achieving dates.	Key milestone dates have been missed or will definitively be missed. Risks/Issues have been documented. Change Requests will be needed to



	G (Green)	Y (Yellow)	R (Red)
	with no negative impacts.	FV** \geq 5% < 10% of baseline duration of execution phase or not baselined within five weeks from charter approval.	reset expectations on a revised baseline that can be achieved. FV** \geq 10% of baseline duration of execution phase or not baselined within seven weeks from charter approval.
Resourcing	Program or project teams are fully staffed and aligned with the correct skillsets.	Resources are aligned but there are concerns with skillset or time allocation. Issue has been logged to track but no work-stoppages exist at this time.	Significant resource gaps exist. Missing resources and/or existing resource do not have the necessary skillsets or the time allocation. Resource gaps are now impacting the ability to proceed.
Budget	Program or project spending is within the appropriation. Budgets have been defined and the Program/project remains aligned to the budget parameters.	Currently at risk of exceeding budgetary parameters for the Program or project. Risks/Issues surrounding funding are logged and tracked but work may go on. Appropriation is less than amount requested in legislative budget request (LBR) (without an equivalent reduction in scope and/or schedule), or quarterly funding release is not granted by the end of the first month of the quarter.	Budget parameters for program or project will be/have been exceeded. Risks/Issues have been logged outlining the root causes.

9.2.2 ANALYSIS AND CORRECTIVE ACTIONS

Quality control is the process of reviewing the results of quality assurance activities and audits and performing root cause analysis where appropriate. This includes applying corrective actions and process improvements to products, services, and processes as they relate to each project. As referenced in Section 9.2.1 Program and Project Status:

1. *Risk* – Corrective actions include acceptance, avoidance, mitigation, and transference. These actions reduce the likelihood of a risk becoming a reality or lessen the likelihood of impact.
2. *Issue* – The primary course of action is to resolve the issue. The course of action must be specific to the characteristics of the underlying issue; not all steps to resolve the issue need to have been taken, rather they should be identified and documented for management purposes.
3. *Change Request* – The objective is to document and approve the necessary changes to establish a new baseline.

The FL WINS Project Manager uses the following rule to control the project when performance metrics deviate outside of standard thresholds. The rule applies to all metrics.

- **Beyond Limits** – The current metric result is outside the expected range (from baselines, specifications, or thresholds), going by whichever set of limits is most strict.



The FL WINS Project Team, during the project Planning Phase risk identification activity, must consider potential threats based on performance metrics, log the threats, assess, and plan response to minimize probability, and if possible, any impact. If any metric results trigger the risk event, the contingency is to determine the root cause, and where appropriate, document it in the Project Status Report (weekly and/or monthly), with updated status depending on impact to the project and overall Program.

The FL WINS Project Team must analyze and determine root causes for metrics with results beyond limits or those with results trending in one direction. The FL WINS Project Team must prepare a Corrective Action Plan to address root causes and report that plan to the Project Sponsor and the FL WINS Program Management Office, and during the Project Status Meeting. Any identified corrective actions are logged in the Action Item Log (under the CRAIDL) and tracked to completion.

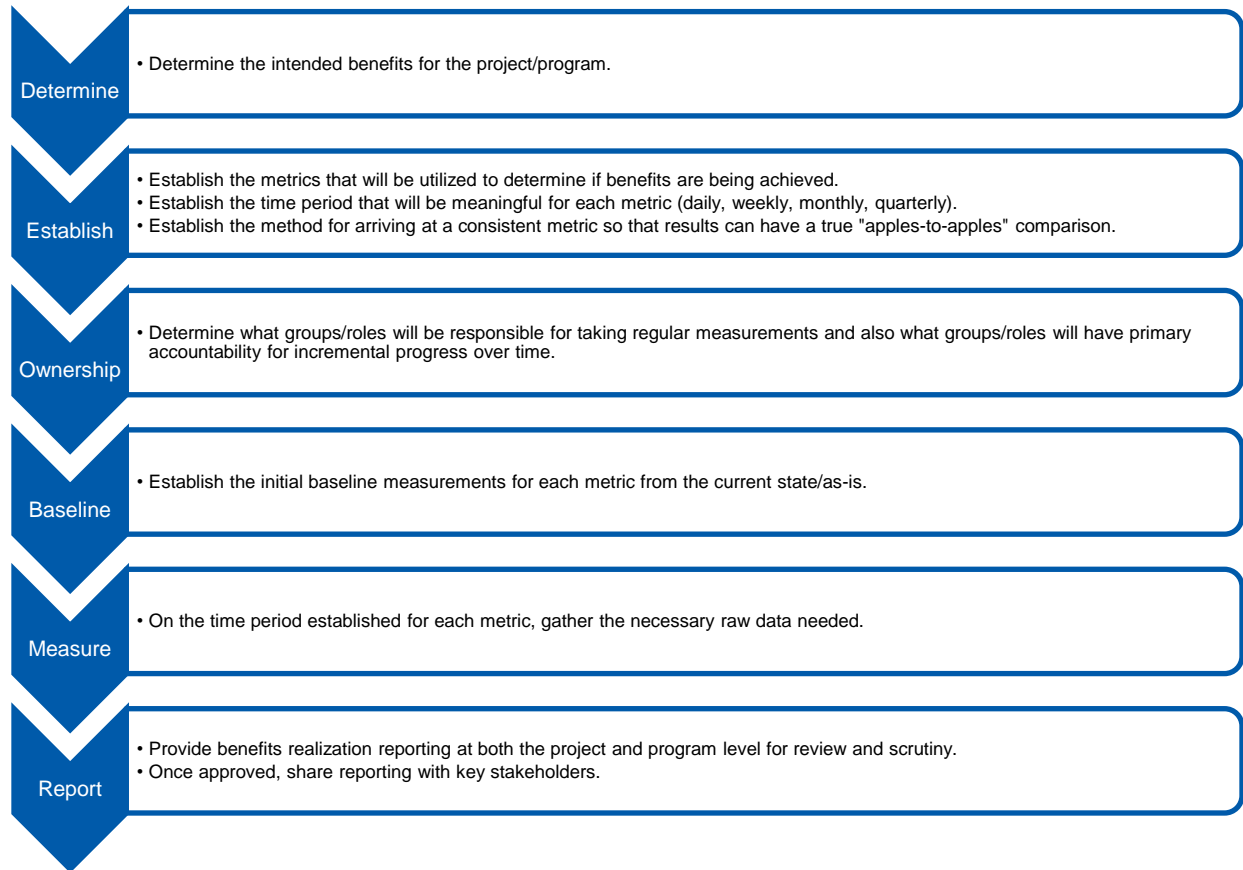
The FL WINS Project Manager must complete a Project Change Request for corrective actions affecting project scope, budget, or schedule as outlined in *Attachment M – Change Management Plan*.

9.2.3 BENEFITS REALIZATION PLAN

All program and project team members must have a clear understanding of the desired benefits associated with the Program and for all parties to make concerted efforts to ensure that these benefits are achieved. As each new project is initiated, applicable team members ensure the goals and objectives for the project align to a distinct set of benefits that tie, either directly or indirectly, to the benefits of the Program. Reference the Benefits Realization Table of the FL WINS Schedule IV-B (Section IV, subsection A) for planned benefits and their realization timeframe.



Exhibit 9-4: Benefits Realization Process



Program and project management staff address the following questions, and or statements, during the project authorization through planning stages:

- Identify the approved benefit(s) and associated assumptions.
- Describe how the project will achieve each benefit.
- Provide metrics, including key performance indicators (KPI), and procedures to measure progress toward achieving benefits; a good time for capturing baseline metrics is during current state (or as-is) analysis.
- Identify the roles and responsibilities of those managing benefits.
- How will the planned benefits and capabilities transition into an operational state and achieve benefits?
 - › Who will be responsible/accountable for this process?
- Prior to formal close out, what will be the ongoing process to assure the project has achieved/will achieve the desired benefits?



When establishing the metrics to be leveraged for realization, the metric must have a direct or indirect correlation to the actions taken by the Program/project. Also, the metric must represent either a tangible measurement (a numeric calculation) or an intangible measurement (a sentiment or perspective, i.e., customer satisfaction). It is preferred to establish tangible metrics that have a direct correlation to the project goals and objectives.

Once a metric is defined, the method for gathering the data and calculating the results must be clearly established so the same process can be applied each time the metric is evaluated to obtain a true “apples-to-apples” comparison. Efforts are to be taken to establish a set of baseline measurements in the current state. If possible, measurements for a look-back period are taken to determine if there is already an established trend in the data.

The program and project teams monitor and control benefits by considering the impact a proposed change has on a project’s ability to deliver planned outcomes and benefits. Changes that have a negative impact are escalated through the FL WINS PMO in alignment with the governance practices. If approved, the corresponding impacts to achievement of project benefits are communicated, and goals/expectations are adjusted to account for the change.

Project managers monitor progress towards planned outcomes and benefits during the execution of the project. Project teams cannot wait until projects go-live to manage benefits as doing so increases the risk that desired benefits are not realized. Specific metrics vary by project. However, project managers may generally monitor and control progress toward benefits realization in terms of:

- Maintaining scope alignment to strategic objectives (functionality or services needed to achieve the planned outcome and benefit)
- Providing initial reporting against established metrics as a component of project status reporting
- Complying with federal regulations (which may impact certification and funding)
- Managing to schedule and cost baselines (both of which impact return on investment)
- Assessing consumer satisfaction/public relations, where applicable (reduction in complaint volume)



SECTION 10: DATA SECURITY PLAN STRATEGY

10.1 INTRODUCTION

The State of Florida mandated that all State agencies must comply with a minimum set of standards for managing and securing information technology (IT) resources. These standards are codified in **Florida Administrative Code (FAC) Rules 60GG-2**, which is referred to as the “**State of Florida Cybersecurity Standards (SFCS)**”. The SFCS covers five major areas of responsibility that State agencies should address for managing IT security risk, namely:

1. **IDENTIFY** (FAC 60GG-2.002)
2. **PROTECT** (FAC 60GG-2.003)
3. **DETECT** (FAC 60GG-2.004)
4. **RESPOND** (FAC 60GG-2.005)
5. **RECOVER** (FAC 60GG-2.006)

10.2 SCOPE

The purpose of this section is to provide an outline of the key elements which comprise the FL WINS Data Security Plan (DSP). Specific details pertaining to how the SFCS data security requirements are satisfied by the FL WINS Program are covered in the standalone DSP document.

10.3 ROLES AND RESPONSIBILITIES

The FL WINS Program is a cross-agency initiative between the REACH Office, FloridaCommerce, DCF, DOE, and CareerSource Florida. Successful integration, management, security, and privacy protections of data extracted from and shared among these agencies requires collaboration and clarity around the roles and responsibilities.

Therefore, the FL WINS DSP must clearly define the cross-agency roles and responsibilities described below.

10.3.1 INFORMATION SECURITY MANAGER (ISM)

As required by Section 282.318(4)(a) of the Florida Statutes, each State agency is required to have an ISM who is responsible for:

1. Development of a strategic information security (i.e., cybersecurity) plan and associated operational information security plan
2. Development and implementation of information security policies, procedures, standards, and guidelines
3. Direction and management of the information security awareness program
4. Coordination of the information security risk management process



5. Coordination of the Computer Security Incident Response Team
6. Coordination of Information Technology Disaster Recovery planning in support of the Continuity of Operations Plan
7. Serving as the internal and external point of contact for all information security and data protection matters
8. Communicating directly to the agency head in all information security duties
9. Compliance with applicable laws and regulations for information security as well as the rules, policies, procedures, and best practices promulgated by the Division of State Technology

Given the FL WINS Program crosses multiple agencies, a lead agency must be assigned which has oversight responsibility, with the other agencies providing support. The lead agency ISM is responsible for working in close coordination with the ISMs from the other agencies.

10.3.2 COMPUTER SECURITY INCIDENT RESPONSE TEAM (CSIRT)

The CSIRT is responsible for:

1. Selecting a team structure and staffing model
2. Developing templates for managing the cybersecurity incident/breach investigation and resolution management reporting
3. Creating and maintaining an incident response plan (IRP)
4. Staffing and training the incident response team
5. Investigating and analyzing incidents
6. Establishing relationships and lines of communication between the incident response team and other groups, both internal (e.g., legal department) and external (e.g., law enforcement agencies)
7. Coordinating with FL[DS] Enterprise Cyber Security Operation Center (ECSOC) for detecting, reporting, and responding to threats, breaches, or cybersecurity incidents
8. Managing internal communications and updates during or immediately after incidents
9. Communicating with employees, stakeholders, contractors, and the communications team about incidents as needed
10. Remediating incidents
11. Recommending technology, policy, governance, and training changes after security incidents

The CSIRT has cross-agency representation from FloridaCommerce, DCF, DOE, FL[DS] and REACH with the designated lead agency serving as the team lead.



10.3.3 CHIEF TECHNOLOGY OFFICER

The Chief Technology Officer role, housed within FloridaCommerce, is responsible for:

1. Advocating and funding information security requirements during budget planning and execution of the FL WINS Program
2. Coordinating with the other agencies' Directors of IT, ISM, and the FL WINS Program contractor teams to ensure proper workflow and touch points for the established FL WINS Program security tools and processes

10.3.4 PRIVACY OFFICER

The designated lead agency's Privacy Officer (PO) has the responsibility for working with the other agencies' POs to:

1. Evaluate and track privacy incident reports that arise from the FL WINS contractor team assigned Security Officer
2. Conduct Privacy Impact Assessments (PIA) to ensure handling of FL WINS information (i) conforms to applicable legal, regulatory, and policy requirements regarding privacy; (ii) to determine the risks and effects of collecting, maintaining, and disseminating information in identifiable form in an electronic information system, and (iii) to examine and evaluate protections and alternative processes for handling information to mitigate potential privacy risks
3. Support the procurement process by performing PIA on contractors, reviewing the privacy policies of contractor-submitted responses to solicitations
4. Provide privacy assessment input and recommendation to the FL WINS Program Director of Information Technology for Authorization to Operate (ATO)

10.4 STANDARDS AND BEST PRACTICES

Security standards play an important role in implementing secure systems that protect data privacy. Security standards are a set of rules to make decisions about security-related technology solutions. Using common technology standards and processes helps FL WINS implement projects that achieve the strategic vision. These security standards guide the implementation of all FL WINS projects. The standalone DSP document describes the framework of applicable federal, state, and agency security-related standards including 60GG and NIST800-53.

10.5 INCIDENT REPORTING PROCESS

The DSP document describes the process and guidance for the reporting of cybersecurity incidents and any resulting breach investigations. It provides a consolidated directive and describes the applicable tooling to manage security incidents. It describes:

- Current processes of enterprise system and data security



- Agency and internal departments, external organizations (including federal and state agencies and FL WINS project owners), and their roles and responsibilities within the context of an enterprise system and data security
- Current and future processes, templates, and tools used for incident reporting of security incidents
- Plans for transition from current to future state incident reporting and management processes
- Frequency of required reporting

10.6 PRIVACY

Data privacy protection standards are key components to effective data management and should be addressed in the development of this plan. This would include defining the accessibility, authentication, and confidentiality protection standards that must be applied holistically representing all participating programs.

The goal is to review the individual FL WINS partners' privacy policies and notices to establish the FL WINS Program policy on how data should be classified, collected, used, disclosed, retained, and destroyed. It addresses maintaining compliance with federal and state regulations for specific types of data such as personally identifiable information and personal health information (PII/PHI), which, if PHI is identified in the shared data, will have HIPAA and HIPAA HITECH implications for the FL WINS Program.

Additional controls are required to ensure that only the appropriate people and systems have access to marked data. This is typically done via a role-based access control (RBAC) mechanism.

Security and privacy controls must also include:

- A plan to integrate data security and privacy into an overall cybersecurity strategy
- Data classification layers
- How consent management is handled – this includes provisions for consent of minors within a family account/hierarchy

10.6.1 ENCRYPTION

The FL WINS Program involves handling personally identifiable information and other sensitive information such as Federal Tax Information (FTI) data which have regulatory requirements for how this data must be safely handled while in transit and stored at rest. Therefore, the DSP identifies the data encryption requirements for the FL WINS Program.

10.7 SECURITY TRAINING

The FL WINS DSP addresses training required for all FL WINS Program and contractor personnel to safely and securely access, use, manage, administer, and monitor the FL WINS system. The standalone DSP document defines the training required to cover overall



responsibilities, policies, and procedures as well as specialized training required for specific user roles. In addition, the DSP defines the frequency by which recertification is required.

10.7.1 SECURITY TESTING

Security testing is the process of making applications more resistant to security threats by identifying security weaknesses and vulnerabilities. The central ideology behind system security is to recognize the different types of threats present in the system and identifying its potential vulnerabilities. The main focus of application security testing is to recognize the digital and software system-related weaknesses and every possible loophole that can cause significant damages. The DSP document describes the various types of security testing to be performed, how vulnerabilities discovered are reported, and the frequency of the testing and reporting.

It addresses the following types of vulnerability testing which are systematic reviews of security weaknesses in an information system to identify any known vulnerabilities.

- *Network* – Review and analyze endpoint and device networks for security issues
- *Cloud* (Amazon Web Services - AWS, Azure) – Examine the security of cloud-specific configurations, cloud system passwords, cloud applications and encryption, and APIs, databases, and storage access
- *Application* – Scan web-based applications for security vulnerabilities such as Cross-site scripting, SQL Injection, Command Injection, Path Traversal, and insecure server configuration
- *Code* – Analyze source code or compiled versions of code to find security flaws
- *Compliance* – Locate and assess vulnerabilities in system hardening configurations
- *SSL/TLS* – Execute testing of an SSL server, certificate, and ciphers
- *Database* – Identify database configuration errors, default settings, and coding errors

Security testing also addresses the process and requirements related to penetration testing which simulates cyber-attacks against a computer system to check for exploitable vulnerabilities.

10.8 RISK MANAGEMENT

The DSP defines how to manage privacy and security risks. In accordance with the SFCS, the FL WINS Program's risk management policies and procedures must adhere to the National Institute of Standards and Technology (NIST) Risk Management Framework (RMF), which provides a dynamic and flexible approach to help information system owners effectively manage security and privacy risk throughout the SDLC using a seven-step process.

1. *Prepare* – Create the context and priorities for managing security and privacy risk at both the organization and system-level
2. *Categorize* – Classify the systems and data processed, stored, and transmitted based on impact analysis.



3. *Select* – Identify an initial set of controls for the system, tailoring them as needed to reduce risk to an acceptable level based on the risk assessment
4. *Implement* – Create the controls, describing how these are employed within the system and operating environment
5. *Assess* – Evaluate the controls to verify compliance and adequacy to satisfy security and privacy requirements
6. *Authorize* – Grant the system or controls access based on a determination that the risk to the organizational operations, assets, individuals, and other organizations is acceptable
7. *Monitor* – Monitor the system and controls on an ongoing basis to assess control effectiveness, document changes to the system and operational environment, conduct risk assessments and impact analyses, and report on the current security and privacy posture of the system

10.9 REPORTING

The DSP defines the overall framework to track and report the Program’s compliance with the security policies and standards put in place by the data governance team. This framework identifies the requirements for:

- Types and levels of compliance reports
- Frequency of reporting (annual, monthly, ad hoc)
- Scope
- Target audience

10.10 SECURITY CONTROLS AND POLICY

Security controls are the administrative, physical, and technical measures prescribed to protect the confidentiality, integrity, and availability (CIA) of all applications. Establishing standards for controls, technology, and capabilities diminishes risk, reduces the threat surface, and increases the confidentiality, integrity, and availability of the FL WINS Program.

This section describes the security architecture, life cycle, and processes used to satisfy federal and state regulations, industry standards, and agency policy. It includes the process for determining the security level of the Program that determines which controls are implemented. It contains a System Security Plan template that documents the controls used. It addresses:

- Governing statutes and policies
- Security categorization
- Application and Infrastructure Finding Report results
- Acceptable risk safeguards
- Project availability requirements
- Agency security program governance



10.11 DATA SHARING

The overarching objective of the FL WINS Program is to integrate several standalone and disparate systems to enable a seamless sharing of data between the Workforce Partner agencies to create a common, shared view. Data integration solution will seek to adhere to the federated data model for data integration efforts. The joint agency FL WINS data governance team develops the standards, policies, and procedures needed to define, collect, store, manage, integrate, analyze, protect, and ensure the quality of the data within the system. This includes identifying the FL WINS Program roles and responsibilities for individual and group level access to the data elements. The DSP is responsible for documenting the requirements for implementing an attribute-based access control (ABAC) mechanism.

10.12 PERIMETER PROTECTION

Perimeter security involves safeguarding an enterprise's network limits from hackers, intruders, and other unwanted individuals. It includes surveillance detection, analyzing patterns, recognizing threats, and dealing with them effectively.

This section describes the various components used to provide perimeter security. It includes:

- Firewalls
- Border Gateway routers
- Intrusion Detection Systems (IDS)
- Host Intrusion Detection Systems (HIDS)
- Host Intrusion Prevention Systems (HIPS)
- Intrusion Prevention Systems (IPS)
- Unified Threat Management (UTM) monitoring systems
- De-militarized Zones (DMZs)
- Virtual Private Networks (VPN)
- Anti-Virus, Anti-Spyware, and Anti-Spam software



SECTION 11: APPENDICES

11.1 APPENDIX A – FL WINS SUCCESS CRITERIA (FY 2022-23)

Several factors determine the success of the FL WINS Program. **Exhibit 11-1: FL WINS Success Criteria**, below, describes many of these factors in the form of success criteria, including:

- A brief description of the criteria
- The means for measuring or assessing the criteria
- Those who should benefit from the success criteria
- The fiscal year (FY) when the success criteria will begin to be realized through demonstrable change

These Realization Start Dates represent the earliest time-period when the success criteria begin to be realized. Full realization of the success criteria could take significantly longer based on complexity and the number of individual projects involved.

The success criteria originated in FloridaCommerce’s Schedule IV-B for Workforce Partner Systems Modernization, Fiscal Year 2023-24.

Exhibit 11-1: FL WINS Success Criteria

#	DESCRIPTION OF CRITERIA	HOW WILL THE CRITERIA BE MEASURED/ASSESSED?	WHO BENEFITS?	REALIZATION START DATE (FY)
1	The solution creates an online opportunity portal to provide Floridians access to available state, federal, and local services and evaluative tools to determine short-term employability and long-term self-sufficiency.	<ul style="list-style-type: none"> ▪ Implementation of central portal providing information and guidance related to available services ▪ Implementation of self-service functionality to identify services potentially available to an individual user ▪ Provision of access to evaluative tools to determine short-term employability and long-term self-sufficiency 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users 	FY 2023-24
2	The solution creates an online customer portal that provides broader access to education and training options, real-time labor market information, career planning and career services tools, and other support available for workforce training and education linked to middle- and high-wage in-demand jobs.	<ul style="list-style-type: none"> ▪ Implementation of customer portal providing information and guidance related to available services ▪ Access to information related to available education and training options ▪ Provision of real-time labor market information 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users 	FY 2023-24



#	DESCRIPTION OF CRITERIA	HOW WILL THE CRITERIA BE MEASURED/ASSESSED?	WHO BENEFITS?	REALIZATION START DATE (FY)
3	The solution will positively impact user experience by expanding self-service capabilities.	<ul style="list-style-type: none"> Utilization of self-service options Ability to access self-service options for all associated programs in a customer portal 	<ul style="list-style-type: none"> Citizens System Users 	FY 2023-24
4	The solution will positively impact user experience/employee satisfaction through reducing manual, time-consuming processes.	<ul style="list-style-type: none"> Number of manual processes automated through implementation of new solution Number of manual vs. automated processes compared to baseline 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies 	FY 2023-24
5	The solution will positively impact user experience/employee satisfaction through providing ease of use through application integration, a reduction in duplicative data entry, and increased efficiency in serving clients.	<ul style="list-style-type: none"> Employee survey results Customer survey results Audits and review results Reduction in duplicative data entry 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies 	FY 2023-24
6	The solution will provide common intake form capabilities for applicable programs across the Workforce Partners.	<ul style="list-style-type: none"> Percentage of applicable programs addressed in common intake form functionality Percentage of programs receiving identified data from the data integration solution to begin intake process within associated application 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies 	FY 2024-25
7	The project and solution will introduce a formal cross departmental workgroup to collaboratively identify and address legal and/or policy issues arising from integrating the Workforce Partner programs, which contributes to the FloridaCommerce vision of aligning programs and services to provide the greatest value to citizens.	<ul style="list-style-type: none"> Implementation of Legal and Policy Workgroup 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies State of Florida 	FY 2022-23
8	The project and solution will introduce a formal cross departmental Enterprise Architecture (EA) function to establish standards, requirements, and processes to ensure the solution's technical design aligns with business needs. EA will also establish a framework to guide ongoing	<ul style="list-style-type: none"> Implementation of Enterprise Architecture Establishment of Target Shared Architecture 	<ul style="list-style-type: none"> Workforce Partner Agencies 	FYI 2022-23



#	DESCRIPTION OF CRITERIA	HOW WILL THE CRITERIA BE MEASURED/ASSESSED?	WHO BENEFITS?	REALIZATION START DATE (FY)
	technical decisions and ensure future technical sustainability.			
9	The solution will incorporate modern technology with modular, reusable components, which enable lower costs and increased flexibility to incorporate emerging technologies in the future.	<ul style="list-style-type: none"> ▪ Implementation of service integration platform ▪ Implementation of data integration solution ▪ Time required for future implementation of other technologies ▪ Cost required for future implementation of other technologies 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users ▪ Workforce Partner Agencies ▪ State of Florida 	FY 2023-24
10	The solution will provide improvements in the efficiency and timeliness of data sharing between the Workforce Partners.	<ul style="list-style-type: none"> ▪ Percentage of applications integrated ▪ Timeliness of data updates shared within the data integration solution ▪ Timeliness of data updates accessible to other applications 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users ▪ Workforce Partner Agencies ▪ State of Florida 	FY 2023-24
11	The solution will integrate program data from across the Workforce Partners, creating a consolidated central client record and providing a holistic view of clients served, which should result in improved collaboration/communication between the Workforce Partner programs and more individualized service provision to Floridians to achieve self-sufficiency.	<ul style="list-style-type: none"> ▪ Percentage of applications integrated ▪ Achieve ability to track clients being served by multiple programs ▪ Number of cross-program customers identified and served holistically 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users ▪ Workforce Partner Agencies 	FY 2023-24
12	The solution will utilize cloud-based data hosting which will enable the versatility to make on-demand changes to the solution and contribute to a high degree of scalability to expand and evolve as needed.	<ul style="list-style-type: none"> ▪ Implementation of the data integration solution ▪ Time required to implement future changes 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users ▪ Workforce Partner Agencies ▪ State of Florida 	FY 2023-24
13	The solution will provide enhanced reporting and analytics for quality assurance and strategic planning, which supports the HB 1507 goal of enhancing transparency and accountability of workforce programs.	<ul style="list-style-type: none"> ▪ Measured against baseline of analytics and reports currently available 	<ul style="list-style-type: none"> ▪ Citizens ▪ System Users ▪ Workforce Partner Agencies ▪ State of Florida 	FY 2024-25



#	DESCRIPTION OF CRITERIA	HOW WILL THE CRITERIA BE MEASURED/ASSESSED?	WHO BENEFITS?	REALIZATION START DATE (FY)
14	The solution will improve the efficiency and timeliness of referrals between programs through enhanced data sharing and integration.	<ul style="list-style-type: none"> Achieve ability to track referrals between programs Measure number and timeliness against baseline of cross agency referrals as currently being reporting by the programs If new cross agency referral patterns or pathways are made available by the solution, a baseline should be set and then measured against for continual improvement and efficiency. 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies 	FY 2024-25
15	The solution will produce all required data and information necessary for federal and state reporting requirements	<ul style="list-style-type: none"> Comparison to baseline of reporting capabilities currently available 	<ul style="list-style-type: none"> System Users Workforce Partner Agencies State of Florida 	FY 2023-24
16	The solution will enable the Workforce Partners to identify and safeguard sensitive personal information to comply with statutory data sharing requirements.	<ul style="list-style-type: none"> Audits and review results 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies 	FY 2023-24
17	The solution will meet all federal and state requirements for system development and certification.	<ul style="list-style-type: none"> Audits and review results Implementation time for future changes in federal or state requirements Implementation cost for future changes in federal or state requirements 	<ul style="list-style-type: none"> System Users Workforce Partner Agencies State of Florida 	FY 2023-24
18	The project(s) will be completed on-schedule, in accordance with an approved project plan(s).	<ul style="list-style-type: none"> Adherence to established program roadmap Interim project milestones 	<ul style="list-style-type: none"> Citizens System Users Workforce Partner Agencies 	FY 2022-23

11.2 APPENDIX B – CAPACITY PLANNING FOR OPERATIONAL WORK PLAN

Capacity planning for the FL WINS Program is developed in consultation with the WIM and BSTA Contractor and FL WINS solution providers. A Capacity Plan may not be appropriate for all implementation projects given the State’s cloud-first policy. Each contractor may provide different infrastructure configurations and approaches to how they meet the capacity demands of their respective solution components. Where necessary, a FL WINS Capacity Plan is prepared to document these requisite details.

11.3 APPENDIX C – GLOSSARY OF TERMS AND ACRONYMS

TERM/ACRONYM	DEFINITION
ABAC	Attribute-based Access Control



TERM/ACRONYM	DEFINITION
ACCESS	Automated Community Connection to Economic Self Sufficiency
AMS	Department of Children and Families ACCESS Management System
API	Application Program Interface
ATO	Authorization to Operate
AWS	Amazon Web Services
BPR	Business Process Re-engineering
BRP	Business Realization Process
BSTA	Business Support and Technical Advisory
CIA	Confidentiality, Integrity, and Availability
CM	Configuration Management
CMC	Change Management and Communication
CMS	Centers for Medicare and Medicaid Services
CPI	Cost Performance Index
CRAIDL	Changes, Risks, Actions, Issues, Decisions, Lessons Learned
CSIRT	Computer Security Incident Response Team
DCF	State of Florida Department of Children and Families
DCF (CP)	DCF Champion
DED	Deliverable Expectation Document
DMS	State of Florida Department of Management Services
DMZ	De-militarized Zones
DOA	State of Florida Department of Agriculture
DOE	State of Florida Department of Education
DOL	State of Florida Department of Labor
DOS	Department of State
DSC	Decision Scoring Criteria
DSP	FL WINS Data Security Plan
EA	Enterprise Architecture
ECSOC	FL Digital Service's Enterprise Cyber Security Operation Center
EMOP	DOE Employment Meets Opportunity Portal
EOG	State of Florida Executive Office of the Governor
ESC	Executive Steering Committee
FAC	Florida Administrative Code
FAR	Florida Administrative Register
FedRAMP	Federal Risk and Authorization Management Program
FL WINS AMS	FL WINS Artifact Management Standards
FLDS	Florida Digital Service
FloridaCommerce	Florida Department of Commerce



TERM/ACRONYM	DEFINITION
FloridaCommerce CTO	Florida Department of Commerce Chief Technology Officer
FTI	Federal Tax Information
FV	Finish Variance
FY	Fiscal Year (Realization Start Date)
HB 1507	House Bill 1507
HIDS	Host Intrusion Detection Systems
HIPS	Host Intrusion Prevention Systems
IDS	Intrusion Detection Systems
IPS	Intrusion Prevention Systems
IRP	Incident Response Plan
ISM	Information Security Manager
IT	Information Technology
IV&V	Independent Verification & Validation
KPI	Key Performance Indicator
LBR	Legislative Budget Request
LPWG	Legal and Policy Workgroup
MPS	FL WINS Master Program Schedule
NIST	National Institute of Standards and Technology
NIST800-53	Cybersecurity standard and compliance framework developed by the National Institute of Standards in Technology
OPB	Office of Policy and Budget
OWP	Operational Work Plan
PCR	Project Change Request
PgMP	FL WINS Program Management Plan
PHI	Protected Health Information
PIA	Privacy Impact Assessment
PII	Personally Identifiable Information
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMCoE	Florida Department's Program Management Center of Excellence
PMI	Project Management Institute
PMO	FL WINS Program Management Office
PO	Privacy Officer
PPM	Project Portfolio Management
Prosci	ADKAR Model for [Organizational] Change Management
PWG	Program Workgroups
RBAC	Role-based Access Control
REACBIS	FloridaCommerce Re-employment Assistance Claims and Benefits Information System
REACH	Reimagining Education and Career Help



TERM/ACRONYM	DEFINITION
Repository	FL WINS SharePoint Repository for Artifact Management
RIMS	DOE Rehabilitation Information Management System
RMF	Risk Management Framework
SDLC	System Development Life Cycle
SFCS	State of Florida Cybersecurity Standards
SME	Subject Matter Expert
SOP	Standard Operating Procedure(s)
SPI	Schedule Performance Index
SQL	Structured Query Language
SSL	Secure Sockets Layer
SSP	Self Service Portal
TCM	Transformational Change Management
TCMO	Transformation Change Management Office
TLS	Transport Layer Security
UTM	Unified Threat Management
VPN	Virtual Private Network
WIDb	FloridaCommerce Workforce Information Database
WIS	Workforce Information Systems
Workforce Partner Agencies	Florida Commerce, State of Florida DCF, DOE (see above), CareerSource Florida, FL[DS]

Exhibit 11-2: Glossary of Terms and Acronyms, below, provides the definitions of distinct terms and acronyms in the PgMP.

Exhibit 11-2: Glossary of Terms and Acronyms

TERM/ACRONYM	DEFINITION
ABAC	Attribute-based Access Control
ACCESS	Automated Community Connection to Economic Self Sufficiency
AMS	Department of Children and Families ACCESS Management System
API	Application Program Interface
ATO	Authorization to Operate
AWS	Amazon Web Services
BPR	Business Process Re-engineering
BRP	Business Realization Process
BSTA	Business Support and Technical Advisory
CIA	Confidentiality, Integrity, and Availability
CM	Configuration Management
CMC	Change Management and Communication
CMS	Centers for Medicare and Medicaid Services
CPI	Cost Performance Index



TERM/ACRONYM	DEFINITION
CRAIDL	Changes, Risks, Actions, Issues, Decisions, Lessons Learned
CSIRT	Computer Security Incident Response Team
DCF	State of Florida Department of Children and Families
DCF (CP)	DCF Champion
DED	Deliverable Expectation Document
DMS	State of Florida Department of Management Services
DMZ	De-militarized Zones
DOA	State of Florida Department of Agriculture
DOE	State of Florida Department of Education
DOL	State of Florida Department of Labor
DOS	Department of State
DSC	Decision Scoring Criteria
DSP	FL WINS Data Security Plan
EA	Enterprise Architecture
ECSOC	FL Digital Service's Enterprise Cyber Security Operation Center
EMOP	DOE Employment Meets Opportunity Portal
EOG	State of Florida Executive Office of the Governor
ESC	Executive Steering Committee
FAC	Florida Administrative Code
FAR	Florida Administrative Register
FedRAMP	Federal Risk and Authorization Management Program
FL WINS AMS	FL WINS Artifact Management Standards
FLDS	Florida Digital Service
FloridaCommerce	Florida Department of Commerce
FloridaCommerce CTO	Florida Department of Commerce Chief Technology Officer
FTI	Federal Tax Information
FV	Finish Variance
FY	Fiscal Year (Realization Start Date)
HB 1507	House Bill 1507
HIDS	Host Intrusion Detection Systems
HIPS	Host Intrusion Prevention Systems
IDS	Intrusion Detection Systems
IPS	Intrusion Prevention Systems
IRP	Incident Response Plan
ISM	Information Security Manager
IT	Information Technology
IV&V	Independent Verification & Validation



TERM/ACRONYM	DEFINITION
KPI	Key Performance Indicator
LBR	Legislative Budget Request
LPWG	Legal and Policy Workgroup
MPS	FL WINS Master Program Schedule
NIST	National Institute of Standards and Technology
NIST800-53	Cybersecurity standard and compliance framework developed by the National Institute of Standards in Technology
OPB	Office of Policy and Budget
OWP	Operational Work Plan
PCR	Project Change Request
PgMP	FL WINS Program Management Plan
PHI	Protected Health Information
PIA	Privacy Impact Assessment
PII	Personally Identifiable Information
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMCoE	Florida Department's Program Management Center of Excellence
PMI	Project Management Institute
PMO	FL WINS Program Management Office
PO	Privacy Officer
PPM	Project Portfolio Management
Prosci	ADKAR Model for [Organizational] Change Management
PWG	Program Workgroups
RBAC	Role-based Access Control
REACBIS	FloridaCommerce Re-employment Assistance Claims and Benefits Information System
REACH	Reimagining Education and Career Help
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RIMS	DOE Rehabilitation Information Management System
RMF	Risk Management Framework
SDLC	System Development Life Cycle
SFCS	State of Florida Cybersecurity Standards
SME	Subject Matter Expert
SOP	Standard Operating Procedure(s)
SPI	Schedule Performance Index
SQL	Structured Query Language
SSL	Secure Sockets Layer
SSP	Self Service Portal
TCM	Transformational Change Management
TCMO	Transformation Change Management Office
TLS	Transport Layer Security



TERM/ACRONYM	DEFINITION
UTM	Unified Threat Management
VPN	Virtual Private Network
WIDb	FloridaCommerce Workforce Information Database
WIS	Workforce Information Systems
Workforce Partner Agencies	Florida Commerce, State of Florida DCF, DOE (see above), CareerSource Florida, FL[DS]

Attachment C

**CONTRACT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS CONTRACT (“Contract”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and Ernst & Young U.S. LLP (“Contractor”). DEO and Contractor are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a **fixed price** Contract.

C. Contract Dates:

This Contract shall have an effective date of January 18, 2023, (“effective date”) and become fully executed upon signature by both Parties, and shall end December 31, 2024. DEO shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

This Contract shall not exceed **Five Million Nine Hundred Thirty-Four Thousand Three Hundred Eighty-Five Dollars and Zero Cents (\$5,934,385.00)** which shall be paid by DEO in consideration for Contractor’s provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

The Contractor shall provide services described in this Contract and deliverables, some of which shall be authorized as Task Orders. Services described in this Contract are inclusive to the cost of the fixed price deliverables through completion and DEO approval, unless otherwise specified in this Contract. The Contractor’s work will be managed by the DEO Contract Manager who shall issue written authorization to work in the form of individual task orders. Each task order shall include project or service requirements (scope of services); activities; activities the Contractor expects DEO to perform; total allowable costs, and estimated hours for roles performing work on the task and specific deliverables and delivery dates. The Contractor is not authorized to initiate work on any deliverable or task order prior to approval by DEO. Approval to commence work shall

be authorized through DEO approval of Deliverable Expectation Documents (DEDs) submitted by the Contractor to DEO. The Contractor is also not authorized to perform work on any task order beyond the services completion date as identified in the individual task order unless approved by DEO.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Contractor shall allow public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal and Extension:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(14), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to four years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. This Contract may be renewed for a period not to exceed the original term of the Contract. Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(13), F.S.
8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas intellectual property rights to all property created or

otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.
- b. If applicable, Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at:
http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in

Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for **Category Two** for a period of 36 months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment 4.
- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
- h. **Mandatory Disclosure Requirements:**
 - (1) **Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
 - (2) **Convicted Vendors:** Contractor shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of 36 months from the date of being placed on the convicted vendor list.

(3) Vendors on Scrutinized Companies Lists: In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria , or engaged in business operations with the government of Venezuela.

(a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.

(b) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.

(c) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

(a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;

(b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;

(c) submit bids, proposals, or replies on leases of real property to a public entity;

(d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or

(e) transact business with any public entity.

(5) Antitrust Violations: Contractor shall disclose to DEO if it or any of its affiliates, as defined in section 287.137(1)(a), F.S., appears on the antitrust violator vendor list. An

entity or affiliate placed on the antitrust violator vendor list pursuant to section 287.137, F.S. may not:

- (a) submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity;
- (b) submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work;
- (c) submit a bid, proposal, or reply on new leases of real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and
- (e) transact new business with a public entity.

i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

j. Information Release

- (1)** Contractor shall keep and maintain public records required by DEO to perform Contractor's responsibilities hereunder. Contractor shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Contract, Contractor shall transfer, at no cost, to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform the service. 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 DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- (2)** If DEO does not possess a record requested through a public records request, DEO shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- (3)** DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

- (4) Contractor acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to DEO under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- (5) If Contractor submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Contractor prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Contractor waiver of a claim of exemption. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to DEO upon termination of the Contract.
- (6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- (7) In addition to Contractor's responsibility to directly respond to each request it receives for records made or received by Contractor in conjunction with this Contract and to provide the applicable public records in response to such request, Contractor shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- (8) Contractor shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- (9) **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 by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

k. Funding Requirements. Intentionally Blank.

2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
- (1) The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260-265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
 - (6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction sub-agreements.

- (10)** The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11)** Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12)** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 4 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (13)** Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 4 of this Contract.
- (14)** Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (15)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16)** Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or

affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

- (17)** Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18)** The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19)** E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20)** Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (21)** Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- (22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

G. Contractor Payments:

1. Contractor will provide DEO's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. DEO has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **60** days after the Contract ends or is terminated. If Contractor fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

I. Return or Recoupment of Funds:

1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within 40 calendar days without prior notification from DEO. In the event DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager and made payable to the "Department of Economic Opportunity."
2. If Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within 30 days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in Attachment 1, Scope of Work.
5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Employment Eligibility Verification:

1. Section 448.095, F.S., the State of Florida requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings that could reasonably be expected to impair Contractor's (and any subcontractor's) performance under this Contract (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
 - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.
3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all

work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.

5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. Purchasing:

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), 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 subsections 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.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this

Contract is on the procurement list established pursuant to subsection 413.035(2), 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, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), 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 the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at: <http://www.respectofflorida.org>.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

P. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Q. Nonexpendable Property:

1. For the requirements of this Section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Contractor shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Contract unless otherwise authorized in writing by DEO.

R. Information Resource Acquisition:

Contractor shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall promptly notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The

insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by section 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or

regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. If requested by DEO, Contractor will include credit monitoring services at Contractor's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period of time following the breach. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
8. Contractor shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO. Contractor shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs,

software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

U. Confidential Reemployment Assistance Information

This section governs the use of Confidential Reemployment Assistance (RA) Information obtained pursuant to DEO's administration of Chapter 443, F.S. for purposes of this Contract, "Confidential RA Information" has the meaning ascribed at 20 CFR 603.2(b), and is understood to include information declared confidential under section 443.1715, F.S. The provisions of Section I.T. apply to Confidential RA Information and supplement the terms of this Section I.U. Where the provisions conflict, the provisions of this Section I.U. shall control.

1. Purpose and Use. DEO may provide Contractor or Contractor may have access to certain Confidential RA Information in the performance of Contractor's obligations under this Contract. Use of the Confidential RA Information received pursuant to this Contract is limited to performing the work described in the Scope of Work.
2. Information Transmission. The Parties, if applicable, will transfer confidential RA Information to one another by file transfer protocol using a secure website. The Parties shall not transmit Confidential RA Information via e-mail, or any other manner or method not approved by DEO. DEO does not warrant the accuracy of Confidential RA Information transmitted pursuant to this Contract.
3. Safeguards on Confidential RA Information.
 - a. Contractor shall use Confidential RA Information only as is necessary to perform the work described in Attachment 1, Scope of Work. Contractor shall not use Confidential RA Information for any purpose, or in any manner, not specifically authorized by this Contract. Contractor shall limit access to Confidential RA Information and systems containing Confidential RA Information to only its authorized employees who have a recognized need for access.
 - b. Contractor shall store all Confidential RA Information in Contractor's facility located within the borders of the continental United States, in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. Contractor shall not store, nor allow its employees, agents, or subcontractors to store, any Confidential RA Information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.
 - c. Contractor shall instruct all employees with access to Confidential RA Information regarding its confidential nature, the requirements of this Contract, and the criminal sanctions specified under applicable state and Federal laws, including 20 CFR Part 603, against unauthorized use or disclosure of Confidential RA Information. By signing this Contract, Contractor acknowledges that all employees having access to Confidential RA Information have been instructed in accordance with this provision.
 - d. Contractor shall destroy all Confidential RA Information in its possession when the Confidential RA Information is no longer needed for the specific purpose authorized in

this Contract, pursuant to the requirements of 20 CFR 603.9(b)(1)(vi). Contractor shall destroy any duplicate, copy, or other replication of Confidential RA Information in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release.

- e. Contractor shall immediately report to DEO any known or suspected non-compliance with any provision of this Contract, section 443.1715, F.S., or 20 CFR Part 603.
 - f. Contractor shall permit DEO or its designees to conduct on-site inspections to ensure compliance with this Contract, section 443.1715, F.S., 20 CFR Part 603, and all other applicable laws. Such inspections may take place with reasonable notice, during normal business hours, wherever Confidential RA Information is accessed or maintained. Contractor shall ensure systems are maintained that are sufficient to permit an audit of its compliance with this Contract and all applicable laws. Failure to allow such inspections and audits constitutes a material breach of this Contract.
 - g. Contractor may not redisclose Confidential RA information. Contractor may not disclose any information aggregated or otherwise derived from Confidential RA Information without the written consent of DEO.
 - h. Notwithstanding any other provision of this Contract, Contractor may not utilize subcontractors in the performance of its obligations under this Contract, without the written consent of DEO.
4. As required in 20 CFR 603.10(c), DEO, in its sole discretion, determines that Contractor fails to comply with any provision of this Contract regarding maintenance of the confidentiality of the information, this Contract will be immediately suspended by DEO. Further disclosure of information (including any disclosure being processed) to the Contractor will be prohibited until the DEO is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Contract will be terminated, and the Contractor must surrender to DEO all confidential information (and copies thereof) in its possession or in the possession of its employees, agents, or subcontractors, and which has not previously been returned to DEO.

V. Warranty of Ability to Perform:

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 Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

W. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data,

both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.

2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

X. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave,

retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

Y. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes to this Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than 24 hours' notice in writing to Contractor. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Section 287.1351, F.S, governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate this Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within 21 days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Contractor to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Contractor is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's

opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

4. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving 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. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under this Contract, regardless of the basis on which the claim is made, Contractor's liability under this Contract for direct damages shall be limited to the greater of \$100,000 or two times the total dollar amount of the Contract. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires Contractor to back-up data or records), even if the other Party has been advised that such damages are possible. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to 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 Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO 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 creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO 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, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or 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.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Contractor's Signatory:

Upon execution, Contractor shall return the executed copies of this Contract in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Contractor to this Contract as of the date of execution. Documentation may be in the form of a legal opinion from the Contractor's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Contractor to this Contract.

J. Execution in Counterparts:

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Contractor and DEO Contacts:

Contractor's Payee:	Contractor's Contract Manager:
Ernst & Young, LLP	Sean Webster
210 East College Avenue	210 East College Avenue
Tallahassee, Florida 32301	Tallahassee, Florida 32301
Phone: 850-404-5013	Phone: 850-591-4107
Email: camilla.woods@ey.com	Email: sean.webster@ey.com

DEO's Contract Manager:

Beverly Butler

107 East Madison Street

Tallahassee, FL 32399

Phone: 850-599-0321

Email: beverly.butler@deo.myflorida.com

In the event any of the information provided in Section II.K. above changes, including the designation of a new Contract Manager, after the execution of this Contract, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Contract.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Contract. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Contract are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Contract:

- **Attachment 1:** Scope of Work
- **Attachment 2:** Cost Page
- **Attachment 3:** Value Added Services – Innovative Ideas
- **Attachment 4:** Certifications and Assurances

N. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

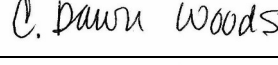
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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

ERNST & YOUNG U.S. LLP

By 
 DocuSigned by:
C3BE2022ESD44B8... _____
Signature

By  _____
Signature

Meredith Ivey
Acting Secretary

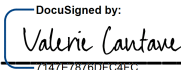
Camilla Dawn Woods
Partner/Principal

Date 1/18/2023

Date 1/17/2023

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:  _____
DocuSigned by:
7147E7876DFC4FC...
Approved Date: 1/18/2023

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ATTACHMENT 1 SCOPE OF WORK

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work, DEO's Vendor Core Contract, the Department of Management Services ("DMS") Purchase Order Terms and Conditions, State Term Contract Number 80101500-20-1 for Management Consulting Services, and sections 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsections 287.058(1), F.S., are hereby incorporated by reference.

1.0 Background

Currently, Floridians who may benefit from employment, training, and/or self-sufficiency programs must navigate through multiple locations (physical and digital) and complete applications for each program separately. In the current format, there is no formal data sharing or referral system in place between all partner entities, thus making it difficult for Floridians to obtain information. To address this problem, the Florida House of Representatives, under the leadership of Speaker Chris Sprowls, introduced legislation in the 2021 legislative session to advance the interoperability of entities that provide workforce development programs, both in technology capabilities and business processes, to create a more efficient and streamlined consumer-first workforce system¹ for job seekers needing services.

House Bill 1507, the Reimagining Education and Career Help (REACH) Act, passed unanimously and was signed into law by Governor DeSantis in June 2021. The intent of the REACH Act is to create a "no-wrong-door-entry strategy" to improve equity and access to the myriad of state and federally funded workforce related programs for Floridians². This effort requires collaboration between the REACH Office, CareerSource Florida, and Florida Digital Services (FLDS), as well as the Workforce Partners: DEO, Florida Department of Children and Families (DCF), and Florida Department of Education (DOE), to streamline processes and minimize duplicative data entry from both individuals and workforce-related programs by creating and establishing a common intake form, public-facing portal, and a data hub connecting the existing workforce related programs³.

To determine a viable plan for successful implementation of the consumer-first workforce system, DEO engaged a vendor to assess the current systems in use by the Workforce Partners. This assessment examined current functional capabilities, technical environments, applicable state and federal rules and laws, and program requirements across all Workforce Partners and systems, as well as the current systems' technical architecture for a baseline of functional and technical requirements. The assessment included a feasibility study ("2021 Feasibility Study") with recommendations, including the initial Schedule IV-B of the Workforce Partner systems modernization, cost benefits analysis with transitional operation and maintenance, and risk assessment.

Specific areas of focus for aligning the Workforce Partners within the assessment include business integration, policy and program management, customer service, and technical requirements. Recommendation areas in the assessment are:

- Streamlining Services: Florida's workforce systems must be coordinated and consolidated to best serve participants.

¹ Section 445.011(10), F.S.

² Section 14.36(4), F.S.

³ Section 14.36(5), F.S.

- Empowering Individuals: Individuals must be able to make informed decisions including having awareness of all options that will meet their workforce development needs through a “no-wrong-door-entry strategy” approach.
- Universal Access: Services must be streamlined and consumer-friendly to ensure widespread accessibility to all Floridians.
- Increased Accountability: Measurable results must be utilized to assess the return on investment for the public funds used to provide services to Floridians.

The assessment identified a strategy that outlines both the business and technology project procurements that are fundamental for all Workforce Partners to achieve a successful project completion. A Business Support and Technology Advisory contractor, as well as a Systems Integrator contractor, were recommended to assist with overseeing the major project areas, as proposed in the assessment.

These areas are separated into individual projects:

- Project Management and Governance Support
- Planning and Communications
- Information Technology (IT) Operations, Data, and Architecture
- Systems Integration
- Data Integration Hub
- Analytics and Reporting
- Common Customer Portal
- Core Technologies
- Business Objectives

The series of projects that address the development and implementation of the consumer- first workforce system required by the REACH Act is called the FL WINS Program (“Program”). The Program’s goals are to integrate existing departmental systems of record by creating a data hub, common customer portal, and common intake form that allows interoperability among multiple Workforce Partner agencies and to create an enhanced user experience for Floridians.

First, this Program seeks to improve the fundamental customer experience of job seekers and employers by better aligning, coordinating, and integrating Workforce Innovation and Opportunity Act (WIOA) core programs with one another and with required American Job Center partner programs. Second, the Program promotes the alignment of the workforce, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce system. Third, this Program creates the opportunity to provide continual feedback that will support the implementing Workforce Partners in providing the best services possible.

To date, DEO has procured and onboarded an Independent Verification and Validation (IV&V) contractor, as well as a Business Support and Technical Advisory (BSTA) contractor. This Contract to conduct Business Process Reengineering (BPR) and Transformational Change Management (TCM) services, was procured pursuant to CHAPTER 2022-156, Laws of Florida, which states:

“From the funds in Specific Appropriations 2242 through 2245, and 2248 through 2250, 25 percent of these funds shall be held in reserve. Release is contingent upon the Department of Economic

Opportunity releasing competitive solicitations for the procurement of the service integration platform, common customer portal, and common intake form for the Consumer- First Workforce Information System project no later than October 1, 2022. Upon the posting of these competitive solicitations, the department may request release of funds for approval by the Legislative Budget Commission pursuant to the provisions of chapter 216, F.S.”

The purpose of the BPR project is to analyze the current state of existing systems and develop a Target Operating Model (and requirements) for the data hub, service integration platform, common customer portal, and common intake form. TCM services will assess stakeholder change readiness and create an office and strategy for assisting with change management.

1.1 FL WINS Program Context

1. Program Governance and Oversight

a. Enterprise Program Management Office (EPMO) Overview

In collaboration with the REACH Office, CareerSource Florida, and the Workforce Partners, the Business Support & Technical Advisory (BSTA) contractor is responsible for establishing and operating the Enterprise Project Management Office (EPMO) for the Program. The EPMO is responsible for assisting with developing, operationalizing, and managing the overall Program governance. Additionally, the EPMO is responsible for managing the portfolio of projects that make up the Program.

b. FL WINS Program Governance

The FL WINS Governance Plan will be established as part of the FL WINS Program Management Plan developed by the BSTA contractor and approved by DEO. Once the Program Governance Plan is approved by DEO, the information will be made available.

c. Key FL WINS Stakeholders

- i. **REACH Office**⁴: The Office of the Reimagining Education and Career Help is created in the Executive Office of the Governor to facilitate alignment and coordination of entities responsible for the state’s workforce development system. The duties of the Office (as related to this Program) include serving as the advisor to the Governor on matters related to the state’s workforce development system⁵. The Office shall create a no-wrong-door-entry strategy to improve equity and access to the myriad of state and federally funded workforce related programs through CareerSource Florida, Inc., local workforce development boards, one-stop career centers, school districts, charter technical centers, Florida College System institutions, the State University System, and through eligible training providers. Individuals must not be required to visit multiple locations when seeking access to education and workforce training. To create the strategy, develop a training course to cross-train all staff within the state’s workforce development system on workforce related programs, including how to use an integrated case management system, develop an individual employment plan, conduct a comprehensive needs assessment, pre-certify individuals for workforce related programs, and on any other activities to reinforce the no-wrong-door-entry strategy. Coordinate and facilitate a common intake form and case management system for use by workforce related programs to minimize duplicate data entry. Coordinate and facilitate a memorandum of understanding between the Department of Economic Opportunity and the Department of Children and Families to

⁴ Section 14.36(1), F.S.

⁵ Section 14.36(3)(a), F.S.

permit Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) clients to pre-certify for Workforce Innovation and Opportunity Act training services without having to physically visit a one-stop center⁶

- ii. **Workforce Partners** that will be discussed in subsequent sections are DEO, DOE, and DCF.
- iii. **Florida Digital Service⁷**: The Florida Digital Service has been created within the Department of Management Services (DMS) to propose innovative solutions that securely modernize state government, including technology and information services, to achieve value through digital transformation and interoperability, and to fully support the cloud-first policy as specified in section 282.206 F.S.
- iv. **CareerSource Florida**: CareerSource Florida is the statewide workforce policy and investment board that advances policies and initiatives to increase the prosperity of workers and employers, reduce welfare dependency, increase economic self-sufficiency, and enhance worker productivity and business competitiveness.
- v. Additional contractors and stakeholders will be added throughout the life of the Program at various stages for inclusion of all relevant entity's input and feedback. As these entities are identified, roles and responsibilities for the Program will be defined and updated.

2. Workforce Partner – DEO

a. Overview

DEO assists the Governor in advancing Florida's economy by championing the state's economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities. DEO is responsible for the administration of the state's Unemployment Insurance program, referred to as the Reemployment Assistance program in Florida, pursuant to Chapter 443, F.S. DEO is also responsible for implementing policies regarding U.S. Department of Labor (USDOL) funded workforce development programs, employment and training programs funded by the U.S. Department of Health & Human Services' Agency for Children and Families, and the U.S. Department of Agriculture's (USDA) Food and Nutrition Services, as well as labor market information, development and distribution of performance data, and monitoring and oversight of workforce development programs.

b. Stakeholders

DEO has five locations throughout the state of Florida, which include locations in Jacksonville, Orlando, Fort Lauderdale, and two locations in Tallahassee.

External entities/stakeholders and service providers who may be impacted by the Program include public benefit recipients; job seekers; employers; training providers/education institutions; Local Workforce Development Boards (LWDBs); other state agencies, specifically DCF, DOE, the Florida Department of Corrections (FDC), and the Florida Department of Revenue (DOR); two call center contractors for Reemployment Assistance; and Reemployment Assistance Third Party Administrators (TPA).

The federal funds DEO receives for workforce development programs and services pass through DEO to the state's 24 LWDBs. The LWDBs are part of the CareerSource Florida network and are responsible for overseeing the delivery of workforce development (employment and

⁶ Section 14.36(4)(a)-(c), F.S.

⁷ Section 282.0051(1), F.S.

training) services delivered through the American Job Centers (referred to as “career centers” in Florida) in their local service delivery areas.

Additional stakeholders may include contracted service providers of the LWDBs, i.e., providers of career services and/or youth services, and One-Stop Operators, as well as partner organizations throughout the state that the LWDBs coordinate service delivery with and give/receive referrals to/from.

c. Modernization Efforts

DEO is currently modernizing its Reemployment Assistance Claims and Benefits Information System (commonly known as CONNECT). This modernization effort is scheduled to be completed by June 2023, with continued modernization initiatives to occur thereafter.

DEO’s labor exchange and case management system, Employ Florida, is being enhanced with the Workforce Information Technology Solution project, which is forecasted to be complete in spring 2023. Through this project, the Welfare Transition and Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) programs will be migrated from a stand-alone case management system to Employ Florida.

d. Key System Considerations

The following systems are “in-scope” systems identified in the [2021 Feasibility Study](#), available at FloridaJobs.org/FLWINS.

System Name	System Description	Users
Employ Florida System	Employ Florida is a powerful online tool specifically designed to help connect employers and job seekers. Employ Florida serves as a state job board and case management system for Florida’s workforce system and is hosted and maintained by an outside contractor.	Internal – 325,000 active users* External – 217,378 active employers LWDB Staff (including other agency staff) – 1,788 DEO/State Staff (including other agency staff) – 70 *Number of users who have logged in since July 1, 2021 (more than 7 million users logged prior to July 1, 2021)
Reemployment Assistance Claims and Benefits Information System	The Reemployment Assistance Claims and Benefits Information System is Florida’s Reemployment Assistance claims processing and benefits administration system that is hosted and maintained by DEO. The Reemployment Assistance Claims and Benefits Information System is accessed by six types of users: claimants, employers, DEO staff, Third Party Representatives (TPRs), Third Party Administrators (TPAs), and other state and federal agencies.	Internal – 1,100 – 1,500 users External – Other Agencies 2,000 – 3,000 External – TPRs up to 6,000 External – Call Center 100 External – Call Center 300 External – Claimants up to 30,000

Workforce Information Database (WIDb)	The Workforce Information Database (WIDb) is a standardized database structure developed for the storage and dissemination of local, state, regional, and national workforce information on the economy, industry, labor supply and demand, and other aspects of and areas affected by, or that influence, Florida's workforce. Population of the database is a core deliverable of the USDOL Employment Training Administration's (ETA) State Workforce Information Grant and is carried out by DEO as the agency responsible for collecting, preparing, and disseminating the information within Florida.	Internal – Five users External – 10,000 users
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e. Other Relevant Trends and Context

- i. Many of the DEO staff impacted by the Reemployment Assistance Modernization Program will be the same staff impacted by the FL WINS Program.
- ii. DEO identified that previous discovery sessions with their staff for the Reemployment Assistance Modernization Program worked best when scheduled twice a day, two days per week.
- iii. Consideration must be taken around language accommodations, including, at a minimum, English, Spanish, and Haitian Creole.

f. Contracted Service Providers and Vendors

DEO has data sharing agreements with other state and federal agencies and entities, primarily for mandatory program referrals and performance/outcome reporting purposes.

Pertaining to administering the Reemployment Assistance Claims and Benefits Information System and Employ Florida, DEO relies on numerous contracted service providers and vendors.

More information about contracts with DEO is available on the State of Florida's Florida Accountability Contract Tracking System (FACTS) website at <https://facts.fldfs.com/Search/ContractSearch.aspx>

3. Workforce Partner – DCF

a. Overview

DCF's Office of Economic Self-Sufficiency helps promote strong and economically self-sufficient communities by determining eligibility for food, cash, and medical assistance for individuals and families in Florida. DCF's SNAP and Temporary Assistance for Needy Families (TANF), E&T Program(s) were established to help participants gain skills, training, or work experience to increase their ability to obtain consistent employment that would lead to economic self-sufficiency. While this is a mandate of the USDA, DCF has gone beyond just satisfying compliance requirements by creating the Care Coordinator program with a preventative approach to help clients identify and remove barriers to self-sufficiency. DCF utilizes the Automated Community Connection to Economic Self Sufficiency (ACCESS) system for all assistance programs operating under the Office of Economic Self-Sufficiency which have different eligibility rules within for each portion.

b. Stakeholders

DCF is segmented into six regions, including 20 circuits and three call center sites throughout the state of Florida. DCF's Office of Economic Self-Sufficiency has approximately 4,000 personnel that interact with the ACCESS system. The approximately 4,000 personnel are non-contracted staff who make up front, middle, and special IT units/support, and leadership teams throughout the state.

DCF staff uses the ACCESS system to determine program eligibility for Floridians and receives up to 18,000 applications for various benefits each year. The ACCESS system is not just one system but a combination of multiple systems that are accessible by user role (worker vs. public).

DCF utilizes both internal and external contractors (around five separate contractors) to support the collection of systems that make up the comprehensive ACCESS system. Maintenance and operations of the individual systems are largely outsourced to a contractor. Additionally, the ACCESS system is embarking on a parallel multi-year modernization effort that will incrementally replace the legacy mainframe and ancillary systems. The anticipated timeframe of this modernization effort is not yet known.

DCF's Office of Economic Self-Sufficiency works to provide services to Floridians in coordination with multiple other State of Florida agencies and internal programs. Altogether, there are 16 or more separate entities that could be considered DCF internal and external stakeholders/impacted partners.

c. Key System Considerations

The following systems are "in-scope" systems identified in the [2021 Feasibility Study](#), available at FloridaJobs.org/FLWINS.

System Name	System Description	Users
ACCESS Florida System	This is a suite of mainframe application modules responsible for integrated eligibility across the SNAP, TANF, and Medicaid Program maintained by an outsourced contractor.	Internal – 4,000+ active users a month (on mainframe)
DCF Self Service Portal (SSP)	This consists of a suite of supporting applications and is the main front-end portal for clients to log in and obtain services online, review their profile, conduct prescreening, and access the <i>My Account for Client/Worker/ Provider/Partner View</i> .	External (Clients) – up to 5.46 million active users a month
DCF Worker Portal (AMS)	This system is an internal portal for Florida state employees to work on a case.	Internal access only – approximately 3,000 active users a month
DCF Ancillary Systems	There are over 25 applications/components that complete the entire ACCESS platform, referred to here as Ancillary Systems. These systems are the supporting functions needed for the operation of the ACCESS system.	Smaller Ancillary Systems' active users are not yet known, and this in-scope system functionality has integration efforts underway to create a single worker portal

d. Other Relevant Trends

- i. DCF staff impacted by the ACCESS Modernization project will be the same staff impacted by the Program's projects. DCF expects that the biggest change will be on their customers, and considerations must be taken to maintain customer focus for accessing systems.
- ii. Consideration must be taken around language accommodations, including at a minimum English, Spanish, and Haitian Creole.

4. Workforce Partner – DOE**a. Overview**

DOE is home to many programs that serve Floridians. The Divisions of Career and Adult Education, Division of Vocational Rehabilitation (DVR), and Division of Blind Services (DBS) are the core programs that, together with DEO and DCF, provide WIOA services. There are other DOE entities such as the Florida College System (FCS), Local Education Agencies (LEA), and other institutions that are considered stakeholders to this specific project and will have limitations to requested services being provided for the scope of this Contract

For the purposes of this project, the DBS, the DVR, and the Employment Meets Opportunity Portal (EMOP) will have overview information listed. Currently, there are multiple entities (more than 15 apiece) that interact with each of these three programs listed, those being internal and external. These three listed programs have several agreements, internal and external, with other entities that assist in carrying out services to Floridians.

Between the Division of Blind Services and Vocational Rehabilitation, there are approximately 1,300 staff who work for DOE at up to 22 different locations statewide which range in size, type, and location of offices that provide direct services to clients. There are also service providers that assist with business/program functions for the Division of Blind Services. The EMOP system will have limited DOE staff working in the application or assigned to the application for the long-term. This dashboard is intended to be a reporting and analytics piece that will be accessed by a very limited group of users.

Currently, the Vocational Rehabilitation Information System (RIMS) is managed in-house at DOE. However, there are current efforts to incorporate the RIMS system into the Division of Blind Services' AWARE system, which will be contractor managed. Completion of this effort is anticipated in spring 2023.

b. Key System Considerations

The following systems are "in-scope" systems identified in the [2021 Feasibility Study](#), available at [FloridaJobs.org/FLWINS](https://floridajobs.org/FLWINS).

System Name	System Description	Users
Division of Blind Services AWARE Case Management System	AWARE Case Management System is a commercial-off-the-shelf software solution that primarily provides middle office case management to approximately 11,000 visually impaired Floridians, many who are seeking preemployment independence or employment transition.	Internal – 600+ users External – 1,300+ users

Vocational Rehabilitation Information Management System (RIMS)	The existing RIMS implementation is an entirely custom developed case management system originally built in 1985 on a client-side technology (Visual Basic) that has been problematic for DOE in terms of poor functionality, duplicative data entry, and problematic maintenance.	Internal – 600+ users External – 1,300+ users
Career & Technical Education Data Analytics Dashboard	This system is known as the Employment Meets Opportunity Portal, or EMOP, and is currently in the second year of implementation with anticipated full implementation in 2023. This is contractor supported.	External Limited Access Users – 100 users

c. Other Relevant Trends

- i. A high-level survey completed previously indicated that the Division of Career and Adult Education and Florida College System participants had a split desire to integrate their current systems to have the capacity of exchanging data with DOE.
- ii. Consideration must be taken around language accommodations, including at a minimum English, Spanish, and Haitian Creole.

1.2 Services Required

1. Overview of BPR Services

The Contractor shall work with the Workforce Partners to redefine the workflow of interacting with clients in an integrated way, transferring and escalating between agencies, and tracking the tasks that may have increased dependencies across agencies. Further, the Contractor must consider how business processes must be reengineered to improve future state (“To-Be”) operational performance. The Contractor shall set up a BPR function to provide the following services: 1) develop the methodology to support all BPR activities, 2) identify and validate the in-scope systems and key users, 3) capture the As-Is and To-Be processes and map staff and customer journeys for the processes and in-scope systems, 4) identify opportunities for improvement and perform a gap analysis, and 5) develop a Target Operating Model (TOM) to enable new ways of working in relation to the new systems and processes. The BPR services requested are for activities which evaluate existing systems and identify requirements for creating and integrating the data hub, common customer portal, and common intake form.

2. Overview of TCM Services

The Contractor shall establish TCM processes and procedures that will be necessary for all internal and external stakeholders to understand and be prepared for all the changes required to support the success of the Program. The Contractor will execute TCM to ensure strategic alignment with each project’s objectives and stakeholders by providing the following services: establish a Transformational Change Management Office (TCMO), 2) identify stakeholder groups, 3) conduct change readiness assessments, 4) provide a training needs assessment and approach, and 5) develop and execute a communications strategy.

1.3 Minimally Required Deliverables/Tasks – BPR

Contractor shall provide DEO with Management Consulting Services relating to BPR as follows:

- 1. Project Management Responsibilities – Manage the BPR project.**

a. The Contractor shall perform the following project management services:

i. **Plan and Setup Project**

The Contractor shall be responsible for managing all aspects of the BPR project, in compliance with approved project management standards for the FL WINS Program and shall work in consultation with the FL WINS EPMO. Approved standards and plans will be provided to the awarded FL WINS Contractor(s) as finalized and/or updated. Contractor's tasks include:

ii. **Plan and Conduct a BPR Project Kick-Off Meeting**

- a) Contractor shall conduct a kick-off meeting at a location and time selected by DEO to introduce Contractor, state staff, and EPMO staff, and confirm a common understanding of the BPR scope of work and approach with DEO stakeholders.
- b) Contractor shall create the agenda and presentation materials. Contractor will provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting. DEO will approve agenda and presentation materials before the meeting.
- c) Contractor shall create meeting minutes to document the meeting. DEO will approve the sign-in sheets and meeting minutes, and the Contractor will distribute meeting minutes as directed by DEO.

iii. **Develop a Detailed BPR Project Management Plan and Project Schedule**

- a) Contractor shall complete a Project Management Plan (PMP) describing the scope of the BPR project and how the BPR project will be managed. The PMP will be a living document with updates made as the BPR project progresses.
- b) Contractor shall submit a Project Schedule to DEO. The Project Schedule must:
 - (i.) Follow approved schedule management standards, as defined by the EPMO;
 - (ii.) Include a strategy and methodology for incorporating state and applicable contractor staff in day-to-day activities for the duration of the project;
 - (iii.) Clearly identify the project's critical path;
 - (iv.) Include all tasks, deliverables, milestones, dependencies, and resources (e.g., Contractor, DEO staff, stakeholders) necessary to complete the project;
 - (v.) Consider the proper sequencing of the work required to result in a successful project that can be completed within the Contract time;
 - (vi.) Be maintained in a software tool and version approved by DEO;
 - (vii.) Be published in PDF format at intervals agreed upon by DEO; and
 - (viii.) Be approved by DEO in writing prior to its implementation.

- c) Contractor must continuously maintain the Project Schedule and provide weekly Project Schedule updates to the EPMO. The weekly status updates will be in a format approved by DEO.
- d) The PMP and Schedule will be maintained in a manner as designated by the EMPO and approved by DEO.

iv. **Develop a Staffing Plan**

- a) Contractor shall provide a Staffing Plan outlining the roles, prices, hours, dates, and resource names. Key personnel are identified below.

2. Business Process Reengineering Services (BPRS) – Contractor shall establish BPRS.

- a. BPRS shall include the following key personnel with associated qualifications:
 - i. **Business Analyst Manager** – Contractor shall assign a Business Analyst Manager to the BPRS. Contractor’s assignment of a Business Analyst Manager is subject to DEO approval and at DEO’s sole discretion. The Business Analyst Manager shall oversee all services provided by Contractor and shall be the Contractor’s principal point of contact with DEO leadership. The Business Analyst Manager will collaborate with supporting analyst resources and other FL WINS stakeholders throughout Contractor’s performance of the Contract. The Business Analyst Manager utilized by Contractor shall have the following minimum qualifications, knowledge, skills, and abilities:
 - a) At least five (5) years of managing and overseeing Business Analyst teams;
 - b) At least two (2) years of experience working directly with senior management;
 - c) At least two (2) years of working experience with state government as it pertains to program areas such as workforce services, education, public benefit assistance programs, or comparable governmental area(s);
 - d) Experience with conducting, facilitating, and documenting requirements gathering sessions;
 - e) Demonstrated experience in collecting requirements on large-scale implementations and complex integrations;
 - f) Demonstrated experience in leading high-profile projects;
 - g) Demonstrated experience in procurement processes with the State of Florida;
 - h) Understanding of Independent Verification & Validation (IV&V) programs and processes; and
 - i) Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management.
 - ii. **Senior Project Manager** – Contractor shall assign a Senior Project Manager to the BPR.

Contractor's assignment of a Senior Project Manager is subject to DEO approval at DEO's sole discretion. The Senior Project Manager shall provide information to and collaborate with the EPMO Program Manager, or their designee, and other FL WINS stakeholders throughout Contractor's performance of the Contract. The Senior Project Manager utilized by Contractor shall have the following minimum qualifications, knowledge, skills, and abilities:

- a) Bachelor's Degree in Computer Science, Information Systems, or another related field or equivalent work experience;
 - b) Certification as a Project Management Professional, as defined in Rule 60GG-1.001(2)(a)(20), Florida Administrative Code;
 - c) At least five (5) years of IT experience, including managing teams, customer service, and production project management in multi-platform environments;
 - d) At least two (2) years of experience working directly with senior management;
 - e) At least two (2) years of working experience with IT and project management as it pertains to program areas such as workforce services, education, public benefit assistance, or comparable governmental area(s);
 - f) Demonstrated experience in Organizational Change Management (OCM) for any entity employing over 100 individuals;
 - g) Demonstrated experience in effectively managing complex project risks and/or project risk teams;
 - h) Demonstrated experience in procurement processes with the State of Florida;
 - i) Understanding of Independent Verification & Validation (IV&V) programs and processes;
 - j) Leadership experience in managing and completing complex projects relevant to both IT and business needs;
 - k) Demonstrated experience in leading high-profile projects; and
 - l) Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management.
- b. Other Personnel** – Contractor shall provide a Staffing Plan with the number and level (e.g., Senior Business Analyst, Business Analyst, and Junior Business Analyst) of resources required to perform the BPR services.
- c. Establish BPR Policies, Procedures, and Tools**
- i. Contractor shall propose a methodology, approach, tools, and standards to capture:
 - a) The As-Is and To-Be processes.
 - b) The As-Is and To-Be staff and customer journeys.
 - c) The associated functional and technical requirements.

- ii. Contractor shall develop data collection methods (including but not limited to document reviews, interviews, focus groups, and surveys) to be utilized to obtain stakeholder input into subsequent tasks.
- iii. Contractor shall recommend approaches for metrics planning, requirements plan, direction, stakeholder feedback, process improvement and consolidation, opportunities to leverage existing and planned assets, identification of challenges and barriers, and proposed timeline to complete BPR activities.

3. Conduct BPR Discovery Activities – Contractor shall perform the following discovery activities:

- a. Validate in-scope systems for each Workforce Partner including:
 - i. Within DEO, the systems previously identified but not limited to include:
 - a) Employ Florida;
 - b) Reemployment Assistance Claims and Benefits Information System; and
 - c) Workforce Information Database (WIDb).
 - ii. Within DCF, the systems previously identified but not limited to include:
 - a) Automated Community Connection to Economic Self Sufficiency (ACCESS) Florida System;
 - b) DCF Self-Service Portal (SSP);
 - c) DCF Worker Portal (AMS); and
 - d) 25+ DCF Ancillary Systems.
 - iii. Within DOE, the systems previously identified but not limited to include:
 - a) Division of Blind Services Aware Case Management System (AWARE);
 - b) Division of Vocational Rehabilitation Information System (RIMS); and
 - c) Employment Meets Opportunity Portal (EMOP).
- b. Identify the key internal end users [subject matter experts (SMEs)] for each system validated as in scope.
- c. Identify the data collection mechanisms for stakeholder input needed for each Workforce Partner to complete tasks within Section 1.3-4. and 1.3-5., including but not limited to:
 - i. DCF representation for the 20 circuits within six regions throughout the state of Florida;
 - ii. DEO representation, including its five offices and all LWDBs; and
 - iii. DOE representation for each in-scope system.

- d. Identify the relevant governing boards for each Workforce Partner to ensure all federal and state rules, statutes, and regulations are met.
 - e. Identify types of external end users attempting to access and receive services from DEO, DCF, and DOE (directly or through each Workforce Partners' stakeholders) that will be impacted with the new common customer portal and common intake form to address the customer impact.
 - f. Collect associated documentation to assist with discovery activities and prepare for subsequent tasks (e.g., Training Manuals, SOPs, User Lists, Organization Chart, Contracts, MOUs, Interagency Agreements, Security Documentation, Process Flow Diagrams/Maps, Policies, and Roles and Responsibilities).
 - g. Collect lessons learned from previous projects with each Workforce Partner.
 - h. Collect information and documentation related to each Workforce Partners', and their respective stakeholders', intake processes.
 - i. Identify the reporting requirements of each Workforce Partner, as related to in-scope systems.
 - j. Conduct a one-time, technical specification survey with Florida colleges and school districts to identify systems currently in use and their specifications.
 - k. Provide inventory of each Workforce Partner's additional resources (applications/systems) that will need to be included in the customer's journey through the customer portal of the FL WINS Program.
 - l. Compile a discovery report that includes the activities outlined in Section 1.3-3.a-i above.
- 4. Define Capabilities, Processes, and Journeys – Contractor shall:**
- a. Review documentation collected in Section 1.3-3.f above to gain an understanding of current in-scope systems identified in Section 1.3-3.a.
 - b. Conduct in-person workshops with key internal end users identified in Section 1.3-3.b above to review existing As-Is processes.
 - c. Document As-Is processes and key pain points (i.e., problems, opportunities, constraints) for each process and As-Is system identified as in scope in Section 1.3.3.a above and:
 - i. Provide a discovery report for each As-Is system which includes, at minimum, the output of discovery activities listed in Section 1.3.3.
 - ii. Provide a data dictionary of each As-Is system.
 - iii. Provide a process diagram for each business process identified in each As-Is system.
 - iv. Provide a staff and customer journey map of each As-Is system.
 - d. Identify improvement opportunities and gaps:
 - i. Document improvement opportunities gathered during the in-person workshops for each Workforce Partner and system, to include which activities and tasks being

completed by the various agencies could be optimized or eliminated.

- ii. Complete a gap analysis of each As-Is system.
- e. Document To-Be processes and functional requirements:
 - i. Propose options and recommendations of To-Be processes and functional requirements to meet the goals and objectives of the data hub, common customer portal, and common intake form. The To-Be Functional Requirements must align with the future state functional requirements outlined in the 2021 Feasibility Study
 - ii. Identify both the automation opportunities associated with To-Be functionalities and possible manual activity changes to accommodate other redesigned business processes.
 - iii. Provide a process diagram for each business process identified for the To-Be solution.
 - iv. Provide staff and customer journey maps for the To-Be solution.
 - v. Ensure the To-Be solution and business process functional and non-functional requirements are compliant with all federal and state rules, statutes, and regulations set for DEO, DCF, and DOE.
 - vi. Consolidate, document, and map all functional and technical requirements for the To-Be solution.
 - vii. Prioritize requirements for a phased implementation approach to achieve the intended benefit for Floridians in the most efficient manner possible.
 - viii. Provide a list of SMEs identified in Section 1.3-3.b above who could be considered for change network activities as led by the TCM Contractor.
- 5. **Target Operating Model (TOM)** – Contractor shall develop the TOM for the Program to articulate how the Workforce Partners intend to provide functionality in the future to benefit all impacted stakeholders and provide the “big picture” of the To-Be solution across the business and technical domains of the Program. The TOM will be the framework for defining the business vision of the Program and aligning it to the core capabilities, functionalities, and processes to deliver value to both internal and external stakeholders.
 - a. **Activities** – The Contractor shall review current activities and tasks being completed by the Workforce Partners to determine areas in which the activities and tasks could be optimized or eliminated. The Contractor shall outline how stakeholder reactions to problems, opportunities, and constraints will be coordinated in the business process reengineering phase across agencies. The Contractor shall evaluate both the automation opportunities associated with new and improved system functionalities as well as possible manual activity changes to accommodate other redesigned business processes.
 - b. **Requirements Traceability Matrix** – The Contractor shall create a requirements traceability matrix (RTM) for the TOM which incorporates the requirements gathered from BPRS activities.
 - c. **IT Workgroup** – The Contractor shall design a shared services IT workgroup. This element of the TOM will focus on the business value of designing a shared services IT workgroup

to assist and manage the service delivery model associated with the To-Be solution.

- d. **Roles and Responsibilities** – The Contractor shall recommend adjustments to roles and responsibilities among Workforce Partners’ staffing, at all levels, to ensure accountability and improve the decision-making processes.
- e. **Timelines** – The Contractor shall propose timelines for potential personnel changes relative to technology implementation and funding availability.

1.4 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences – BPR

BPR Deliverable 1 – BPR Project Kick-Off Meeting, Agenda, Presentation, and Minutes		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3-1.a.ii, Contractor shall:</p> <p>Conduct a BPR Project Kick-off Meeting, including an Agenda, Presentation, and Meeting Minutes</p>	<p>At a minimum, Contractor must create the agenda and presentation materials, and provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting.</p> <p>Contractor shall conduct a BPR Project Kick-off Meeting and as evidence provide the meeting minutes as approved by DEO within 10 business days of the effective date of the Contract.</p>	<p>Failure to provide the draft materials to DEO, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> <p>Failure to conduct a BPR Project Kick-off Meeting and provide the meeting minutes, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until the conduct of the meeting and submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
BPR Deliverable 1 Total Not to Exceed: \$30,009		
BPR Deliverable 2 – BPR Project Management Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3-1.a.iii and Section 1.3-1.a.iv, Contractor shall:</p>	<p>At a minimum, Contractor must submit to DEO a BPR PMP, maintained in a software tool and version</p>	<p>Failure to provide the BPR PMP and BPR Staffing Plan, as specified, tiered reduction for each business day beyond the</p>

<p>1. Submit a BPR PMP Submit a BPR Staffing Plan</p>	<p>approved by DEO within 30 business days of the effective date of the Contract. As part of the BPR PMP, Contractor shall submit a BPR Staffing Plan within 30 business days of the effective date of the Contract.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
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BPR Deliverable 2 Total Not to Exceed: \$34,628

BPR Deliverable 3 – BPR Tools and Standards

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3-2.c, Contractor shall:</p> <p>Establish BPR Policies, Procedures, and Tools</p>	<p>At a minimum, Contractor must provide tools and standards, document data collection methods, and identify the metrics planning approach for the business process reengineering function in accordance with Section 1.3-2.c within 20 business days of the effective date of the Contract.</p> <p>These tools need to facilitate the capturing of As-Is and To-Be processes and customer journeys.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide BPR Tools and Standards, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>

BPR Deliverable 3 Total Not to Exceed: \$210,061

BPR Deliverable 4 – Discovery Report

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3-3, Contractor shall: Submit the Discovery Report per the components defined in sections 1.3-3 a-k.</p>	<p>At a minimum, within 45 business days of the effective date of the Contract, Contractor must include the following components in the Discovery Report:</p> <ol style="list-style-type: none"> 1. Identify in-scope systems 2. Identify SMEs 3. Identify governing boards 4. Identify external user types 	<p>Failure to conduct the Discovery Report, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions</p>

	<ol style="list-style-type: none"> 5. Provide artifacts gathered 6. Document lessons learned 7. Conduct a one-time, technical specification survey 8. Provide inventory of Workforce Partners' additional resources <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>shall be made from the deliverable payment.</p>
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BPR Deliverable 4 Total Not to Exceed: \$480,140

BPR Deliverable 5 – Document Processes and Customer Journeys

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3-4, Contractor shall perform the following Tasks, as specified by Task Order:</p> <ol style="list-style-type: none"> 1. Identify meeting attendees 2. Document the As-Is processes 3. Perform gap analysis 4. Document To-Be processes <p>No work shall be performed under this Deliverable until DEO issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO's sole discretion.</p>	<p>At a minimum, within 180 business days of the effective date of the Contract, Contractor must document As-Is and To-Be processes and map staff and customer journeys for processes and in-scope systems to include the following:</p> <ol style="list-style-type: none"> 1. Provide list of meeting attendees 2. Document the As-Is processes and key pain points 3. Identify opportunities for improvement and perform a gap analysis 4. Document To-Be processes <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to develop the As-Is and To-Be processes and customer journeys, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>

BPR Deliverable 5 Total Not to Exceed: \$600,175

BPR Deliverable 6 – Define a Target Operating Model

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3-5, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>Establish the Target Operating Model to include the following:</p>	<p>At a minimum, within 200 business days of the effective date of the Contract, Contractor must define a Target Operating Model to include the following:</p> <ol style="list-style-type: none"> 1. Document current activities and tasks; outline a plan 	<p>Failure to define a targeting operating model, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per</p>

<p>1. Document current activities and tasks; outline a plan coordination among stakeholders; evaluate areas of automation</p> <p>2. Create the RTM</p> <p>3. Design the shared services IT Workgroup</p> <p>4. Define roles and responsibilities</p> <p>5. Propose personnel timelines</p> <p>No work shall be performed under this Deliverable until DEO issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO’s sole discretion.</p>	<p>coordination among stakeholders; evaluate areas of automation</p> <p>2. Provide the RTM</p> <p>3. Design the shared services IT Workgroup</p> <p>4. Define roles and responsibilities</p> <p>5. Propose personnel timelines</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
<p>BPR Deliverable 6 Total Not to Exceed: \$1,080,315</p>		

1.5 Minimally Required Deliverables/Tasks – TCM

Contractor shall provide DEO with Management Consulting Services for TCM as follows:

1. Project Management Responsibilities – Manage the TCM project.

a. The Contractor shall perform the following project management services:

i. Plan and Setup Project

The Contractor shall be responsible for managing all aspects of the TCM project, in compliance with approved project management standards for the FL WINS Program and shall work in consultation with the FL WINS EPMO. Approved standards and plans will be provided to the awarded FL WINS Contractor(s) as finalized and/or updated. Contractor’s tasks include:

ii. Plan and Conduct a TCM Project Kick-Off Meeting

- a) Contractor shall conduct a kick-off meeting at a location and time selected by DEO to introduce Contractor, state staff, and EPMO staff, and confirm a common understanding of the TCM scope of work and approach with DEO stakeholders.
- b) Contractor shall create the agenda and presentation materials. Contractor will provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting. DEO will approve agenda and presentation materials before the meeting.

- c) Contractor shall create meeting minutes to document the meeting. DEO will approve the sign-in sheets and meeting minutes, and the Contractor will distribute meeting minutes as directed by DEO.

iii. **Develop a Detailed TCM Project Management Plan and Project Schedule**

- a) Contractor shall complete a TCM Project Management Plan (PMP) describing the scope of the project and how the project will be managed. The PMP will be a living document with updates made as the project progresses. The Contractor must work with the EPMO to ensure the TCM PMP complements and aligns with the priorities of the overall Program Management Plan developed by the EPMO.
- b) Contractor shall submit a TCM Project Schedule to DEO. The Project Schedule must:
 - (i.) Follow approved schedule management standards, as defined by the EPMO;
 - (ii.) Include a strategy and methodology for incorporating state and applicable Contractor staff in day-to-day activities for the duration of the project;
 - (iii.) Clearly identify the project's critical path;
 - (iv.) Include all tasks, deliverables, milestones, dependencies, and resources (e.g., Contractor, DEO staff, stakeholders) necessary to complete the project;
 - (v.) Consider the proper sequencing of the work required to result in a successful project that can be completed within the Contract time;
 - (vi.) Be maintained in a software tool and version approved by DEO;
 - (vii.) Be published in PDF format at intervals agreed upon by DEO; and
 - (viii.) Be approved by DEO in writing prior to its implementation.
- c) Contractor must continuously maintain the Project Schedule and provide weekly Project Schedule updates to the EPMO. The weekly status updates will be in a format approved by DEO.
- d) The TCM PMP and Project Schedule will be maintained in a manner as designated by the EPMO and approved by DEO.

iv. **Develop a Staffing Plan**

- a) Contractor shall provide a Staffing Plan outlining the roles, prices, hours, dates, and resource names.. Key personnel are identified below.

2. Transformational Change Management Office (TCMO) – Contractor shall assign a TCM Lead to manage TCMO staff and act as the primary liaison from the TCMO to the Workforce Partners and implementation contractors. The Contractor shall ensure the following key personnel are identified and staffed to the TCMO.

- a. The TCMO shall include the following key personnel with associated qualifications:
 - i. **Transformational Change Management Lead** – The TCM Lead will assist the Workforce Partners and procured implementation contractors to provide leadership in the coordination of implementation activities with stakeholder agencies. The TCM Lead shall have the following qualifications:
 - a) Ability to provide leadership in the coordination of implementation activities with stakeholder agencies;
 - b) Ability to evaluate As-Is and To-Be to understand results required;

- c) Five (5) years of experience leading OCM in large enterprises with multiple participating geographies and/or organizations;
 - d) At least one (1) year of experience planning and delivering OCM for Agile projects;
 - e) Demonstrated experience in procurement processes with the State of Florida;
 - f) Understanding of Independent Verification & Validation (IV&V) programs and processes;
 - g) Ability to develop leader and end user communications with strong verbal, written, and presentation skills;
 - h) Ability to collaborate effectively in a team environment; and
 - i) Certification in Change Management is preferred.
- ii. **Senior Project Manager** – Contractor shall assign a Senior Project Manager to the TCM FL WINS project. Contractor’s assignment of a Senior Project Manager is subject to DEO approval at DEO’s sole discretion. The Senior Project Manager shall provide information to and collaborate with the EPMO Project Manager and stakeholders throughout Contractor’s performance of the Contract. The Senior Project Manager shall have the following qualifications:
- a) Bachelor’s Degree in Computer Science, Information Systems, or another related field or equivalent work experience;
 - b) Certification as a Project Management Professional, as defined in Rule 60GG-1.001(2)(a)(20),F.A.C.;
 - c) At least five (5) years of IT experience, including managing teams, customer service, and production project management in multi-platform environments;
 - d) At least two (2) years of experience working directly with senior management;
 - e) At least two (2) years of working experience with IT and project management as it pertains to program areas such as Workforce Services, Education, Public Benefit Assistance, or comparable governmental area(s);
 - f) Demonstrated experience in OCM for any entity employing over 100 individuals;
 - g) Demonstrated experience in effectively managing complex project risks and/or project risk teams;
 - h) Demonstrated experience in procurement processes with the State of Florida;
 - i) Understanding of Independent Verification & Validation (IV&V) programs and processes; Leadership experience in managing and completing complex projects relevant to both IT and business needs;
 - j) Demonstrated experience in leading high-profile projects; and
 - k) Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management.
- iii. **Communications Lead** – Contractor shall assign a Communications Lead who will lead staff in the development and implementation of communication management tools and production of communication materials to inform and educate internal and external stakeholders about FL WINS related changes. The Communications Lead shall have the following qualifications:

- a) A bachelor's degree or equivalent experience, preferably in Journalism, Communications, Political Science, or Public Relations;
- b) A minimum of five (5) years of experience in communications in a Public Relations agency and/or with a state or federal government agency;
- c) A minimum of three (3) years of experience working with federal or state government agencies, political campaigns, public policy, or government relations;
- d) A minimum of three (3) years of experience developing and executing communications strategies and plans to business objectives for large public sector programs;
- e) Strong interpersonal, verbal, and presentation skills, including creating trusted relationships with and coaching senior leadership; and
- f) Deep knowledge of social media strategy across multiple platforms.

b. Additional Personnel

- i. **Agency Readiness Development Lead** – Contractor shall assign an Agency Readiness Development Lead to co-develop the agency readiness plan and the stakeholder analysis with the State and Workforce Partners. The Agency Readiness Development Lead will develop tools and structures to monitor, measure, and manage agency readiness including the change network and readiness checklist. The Agency Readiness Development Lead will lead the coordination and execution of change network activities.
- ii. **Agency Readiness Team** – The Contractor shall assign an Agency Readiness Team. Chosen by the Contractor, the Agency Readiness Team serves as the liaison between the project and Workforce Partners and other Program stakeholders. The team will consist of, at minimum, two individuals, where scope and number of personnel will depend on stakeholder analysis findings. The team:
 - a) Develops educational content required for the readiness effort;
 - b) Acts as liaisons with field offices/locations;
 - c) Executes agency readiness activities in line with the readiness plan and checklist;
 - d) Creates and manages the Change Network; and
 - e) Creates Change Network content and facilitates Change Network meetings.

c. Contractor Shall Conduct Initial TCMO Startup Activities, including:

- i. Drafting a TCMO Operations Manual to document the activities and processes used by the TCMO to support change management activities throughout the lifecycle of the Program. This Operations Manual will be used as a core document for knowledge transfer.
- ii. Developing tools and structures to monitor, measure, and manage agency readiness including the change network and readiness checklist. Supports selection and kickoff of the change network.
- iii. Developing a FL WINS brand Style Guide, including tagline, fonts, templates (e.g., PowerPoint, email signatures, communication vehicles), color palette, and logo(s).

- d. Contractor Shall Conduct Ongoing TCMO Activities**, including:
- i. Defining a TCM program for the business operating model as developed by the BPR Contractor for the Program.
 - ii. Supporting the development and implementation of FL WINS projects through TCM services.
 - iii. Providing ongoing management of readiness facilitation with each Workforce Partner and Program Leadership through the Contract term.
 - iv. Providing a TCMO service that works with Workforce Partner contacts to operationalize the Stakeholder Analysis, Change Readiness Assessments, Training Needs Assessment, and Change Management and Communication Plan.
 - v. Ensuring TCM work is conducted using the TOM, as developed by the BPR Contractor, which will describe the To-Be solution and serve as the blueprint for procurement, design, and development.
 - vi. Coordinating with Workforce Partners' contractors that manage and maintain in-scope systems on TCM activities.
 - vii. Producing a monthly summary of all TCM operational activities (e.g., public communications, Program newsletters, change network activities, etc.).
 - viii. Additional services may be required from the TCM Contractor in collaboration with the Workforce Partners and other awarded contractors.
- 3. Stakeholder Analysis** – Contractor shall conduct a stakeholder analysis in the form of discovery sessions with the Workforce Partners. The purpose of the stakeholder analysis deliverable is to help summarize the audiences that should be receiving planned communication, training, and outreach activities. Included in the scope below, the Contractor shall:
- a. Conduct discovery sessions with the Workforce Partners to identify any existing stakeholder lists and ensure all impacted groups are identified.
 - i. Note: DOE's FCS and LEA's will be considered a public awareness group for communications. The expectation is for this group to receive Program progress/update information throughout the life of the project, past the BPR task.
 - b. Summarize the current groups/audiences potentially impacted by the FL WINS transformation.
 - c. Identify the anticipated level of impact the upcoming changes will have on each stakeholder group.
 - d. Create a Stakeholder Analysis Matrix tool to facilitate engagement and visually represent the identification of the comprehensive group of stakeholders, which shall be maintained as a living document that shall be updated over time, at minimum, monthly.
- 4. Change Readiness Assessment** – Contractor shall initiate a Change Readiness Assessment, which includes a full scope evaluation on the Workforce Partners to determine change readiness. *Note: Florida colleges and school districts are out of scope for these sessions.* Included in the scope below, the Contractor shall:
- a. Utilize readiness assessments, in the form of surveys, lessons learned sessions, interviews, administrative data, and any other variety of tools, to identify and engage stakeholders in the process and create a baseline to determine change readiness.

- b. Survey and evaluate stakeholders' readiness.
 - c. Provide an executive summary, including any risks anticipated from the lack of readiness in the organization and ways to mitigate such risks.
 - d. Repeat the Stakeholder Change Readiness Assessment annually, for each Workforce Partner, to ensure end users are trained and prepared for FL WINS processes and tools prior to Go-Live.
 - e. Contractor and DEO will agree on a minimum survey response rate based on accepted statistical sampling modeling.
- 5. Training Needs Assessment and Approach** – To be used as input for related procurements for each Workforce Partner and completed in a mutually agreed upon timeline with Workforce Partners, Contractor shall conduct a Training Needs Assessment and Approach for all Workforce Partners and identified stakeholders that provides full analysis of training needs for the Program. *(Note: TCM Contractor is NOT expected to deliver training specific services; those will be the responsibility of solution contractors. Additionally, Florida colleges and school districts are out of scope for these sessions.)* Included in the scope below, the Contractor shall:
- a. Conduct a Training Needs Assessment survey to serve as a baseline analysis for identifying the necessary information for additional contractor procurement(s).
 - b. Conduct ongoing Training Needs Assessment surveys, based on information obtained from the Training Needs Assessment baseline, to be used for implementation of other FL WINS projects (e.g., common customer portal, onboarding, etc.).
 - c. Recommend a training approach based on input from the Workforce Partners and selected contractors (e.g., Train the Trainer vs. Instructor-led options, blended approaches for training delivery to include online and self-study considerations, Adult Learning Techniques, etc.).
 - d. Contractor and DEO will agree on a minimum survey response rate based on accepted statistical sampling modeling.
- 6. Change Management and Communication Plan** – Contractor shall develop and submit to DEO a Change Management and Communication Plan for the Workforce Partners. Included in the scope below, the Contractor shall:
- a. Develop a Change Management and Communication Plan, which includes:
 - i. A description of the change management methodology the Contractor will use for change management activities;
 - ii. A summary of the Stakeholder/Audience Analysis and how it is used to inform change management activities;
 - iii. Summary of High-Level Change Impact (Detailed impacts will be further identified during implementation activities);
 - iv. Communication Planning and Stakeholder Engagement Activities (including internal and external stakeholder planned communications, Change Network establishment and management, and public communications and outreach);
 - v. Ways of Working/Workflow Considerations; and
 - vi. Information gathered from outputs of change readiness assessments to inform communications within the Program.

- b. Identify existing communication channels/communication vehicles by audience that have been and could be effective for communicating changes for the Program.
- c. Develop and implement planned communications for a rolling six-month timeline, designed to reach as many internal and external stakeholders as possible (including Florida colleges and school districts) using multiple forms of communication tailored to each stakeholder group’s readiness, which includes:
 - i. Leveraging the developed stakeholder analysis and Change Readiness Assessment;
 - ii. Establishing detailed communication objectives and guiding principles;
 - iii. Establishing detailed formats and specific types of communication to be delivered to named stakeholders audiences at milestone points using various media formats and cadences;
 - iv. Identification of communication activities by timeframe, audience, key messages, and recommended vehicles/channels;
 - v. Processes for ongoing and follow-up communication with established or newly identified stakeholders;
 - vi. Creating a methodology to be used to measure and track the success of stakeholder communications; and
 - vii. Establishing processes for capturing stakeholder feedback.
- d. Document and communicate risks identified throughout the lifecycle of Change Readiness Assessments.
- e. Make necessary language accommodations for statewide use.

1.6 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences – TCM

TCM Deliverable 1 – TCM Project Kick-off Meeting, Agenda, Presentation, and Minutes		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-1.a.ii, Contractor shall:</p> <p>Conduct a TCM Project Kick-off Meeting, including Agenda, Presentation, and Meeting Minutes</p>	<p>At a minimum, Contractor must create the agenda and presentation materials, and provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting.</p> <p>Contractor shall conduct a BPR Project Kick-off Meeting and as evidence provide meeting minutes as approved by DEO within 10 business days of the effective date of the Contract.</p>	<p>Failure to provide the draft materials to DEO, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> <p>Failure to conduct a BPR Project Kick-off Meeting, as specified, shall result in a tiered reduction for each business day beyond the applicable due</p>

		date until the conduct of the meeting and submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.
TCM Deliverable 1 Total Not to Exceed: \$25,504		
TCM Deliverable 2 – TCM Project Management Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-1.a.iii and Section 1.5-1.a.iv, Contractor shall:</p> <ol style="list-style-type: none"> 1. Submit a TCM PMP 2. Submit TCM Staffing Plan 	<p>At a minimum, within 30 business days of the effective date of the Contract, Contractor must submit to DEO a TCM PMP, maintained in a software tool and version approved by DEO in accordance with Section 1.5-1.a.iii.</p> <p>As part of the TCM PMP, within 30 business days of the effective date of the Contract, Contractor shall submit a TCM Staffing Plan in accordance with Section 1.5-1.a.iv.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the TCM PMP, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 2 Total Not to Exceed: \$34,628		
TCM Deliverable 3 – Transformational Change Management Office		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-2, Contractor shall perform the following Tasks, as specified by Task Order:</p> <ol style="list-style-type: none"> 1. Establish a TCMO 2. Submit an initial outline of a TCMO Operations Manual 3. Conduct ongoing TCMO Activities <p>No work shall be performed under this Deliverable until DEO issues a Task Order approving</p>	<p>At a minimum, within 45 business days of the effective date of the Contract, Contractor shall staff and establish a TCMO in line with the previously approved staffing plan.</p> <p>Within 45 business days of the effective date of the Contract, Contractor shall submit the initial outline of the TCMO Operations Manual in accordance with Section 1.5-2.c.i. This outline serves as the basis for the full Operations Manual which will be</p>	<p>Failure to establish and staff the TCMO, as specified, shall, result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> <p>Failure to submit the initial</p>

<p>the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO's sole discretion.</p>	<p>built over the life of TCMO to facilitate knowledge transfer upon project completion.</p> <p>Within 60 business days of the effective date of the Contract, Contractor shall commence ongoing TCMO activities.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>outline of the TCMO Operations Manual, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 3 Total Not to Exceed: \$880,070		
TCM Deliverable 4 – FL WINS Style Guide		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-2.c.iii, Contractor shall:</p> <p>Develop a brand style guide</p>	<p>At a minimum, within 60 business days of the effective date of the Contract, Contractor shall develop a FL WINS style guide, including tagline, fonts, templates (e.g., PowerPoint, email signatures, communication vehicles), color palette, and logo(s).</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the FL WINS style guide, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 4 Total Not to Exceed: \$76,513		
TCM Deliverable 5 – TCMO Monthly Summary Report		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-2.d.vii, Contractor shall:</p> <p>Provide a TCMO Monthly Summary Report</p>	<p>At minimum, within 45 business days of the effective date of the Contract, Contractor will produce a monthly summary of all TCMO operational activities (e.g., public communications, FL WINS Program newsletters, change network activities). Each monthly report shall be submitted to DEO on the 5th day of the month for the previous reporting period.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit each monthly summary, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 5 Total Not to Exceed: \$102,017		
TCM Deliverable 6 – Stakeholder Analysis		

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-3, Contractor shall:</p> <p>Conduct a Stakeholder Analysis</p>	<p>At a minimum, within 45 business days of the effective date of the Contract, Contractor shall conduct discovery sessions and submit a consolidated FL WINS Stakeholder Analysis that represents internal and external program stakeholders.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the Stakeholder Analysis in accordance with Section 1.5- 3 by the due date specified shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 6 Total Not to Exceed: \$280,547		
TCM Deliverable 7 – Initial Change Readiness Assessment		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-4, Contractor shall:</p> <p>Conduct an Initial Change Readiness Assessment</p>	<p>At a minimum, within 60 business days of the effective date of the Contract, Contractor shall conduct and submit the executive summary and the supporting results of the Initial Change Readiness Assessment, including a full scope evaluation on the Workforce Partners to determine a change readiness baseline.</p> <p>Contractor and DEO will agree on a minimum survey response rate based on accepted statistical sampling modeling.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the Initial Change Readiness Assessment, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 7 Total Not to Exceed: \$384,250		
TCM Deliverable 8 – Annual Change Readiness Assessments		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Sections 1.5-4.c and 1.5- 4.d, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>Conduct Annual Change Readiness Assessments</p>	<p>At a minimum, within 300 business days of the effective date of the Contract, but no later than January 10, 2024, Contractor shall repeat the Change Readiness Assessment and submit the executive summary and the supporting results of the Change</p>	<p>Failure to submit annual Change Readiness Assessments, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500</p>

<p>No work shall be performed under this Deliverable until DEO issues a Task Order approving the commencement of such work.</p> <p>The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO's sole discretion.</p>	<p>Readiness Assessment, including a full scope evaluation on the Workforce Partners to determine progress against the Change Readiness Assessment baseline. After submission of the first Annual Change Readiness Report, each Annual Change Readiness Report shall be submitted to DEO no later than the 10th day of January.</p> <p>Contractor and DEO will agree on a minimum survey response rate based on accepted statistical sampling modeling.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
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TCM Deliverable 8 Total Not to Exceed: \$805,094

TCM Deliverable 9 – Training Needs Assessment and Approach

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-5, Contractor shall:</p> <ol style="list-style-type: none"> 1. Conduct an Initial Training Needs Assessment and Approach 2. Adjust Training Needs Assessment, as needed 	<p>At a minimum, within 60 business days of the effective date of the Contract, Contractor shall conduct and submit an Initial Training Needs Assessment document as a baseline analysis to be used for relevant contractor procurement activities.</p> <p>Once the Training Needs Assessment baseline is established, Contractor shall adjust Training Needs Approach based on feedback, as needed, to be used for implementation of other FL WINS projects (e.g., common customer portal).</p> <p>Contractor and DEO will agree on a minimum survey response rate based on accepted statistical sampling modeling.</p> <p>Completion of this deliverable is based on review and</p>	<p>Failure to submit the Training Needs Assessment and Approach Report, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>

	approval by DEO.	
TCM Deliverable 9 Total Not to Exceed: \$178,530		
TCM Deliverable 10 – Change Management and Communication Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5-6, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>Develop a Change Management and Communication Plan</p> <p>No work shall be performed under this Deliverable until DEO issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO's sole discretion.</p>	<p>At a minimum, within 60 business days of the effective date of the Contract, Contractor shall develop a Change Management and Communication Plan, as specified in Section 1.5-6.</p> <p>Contractor shall develop a communication timeline, including a rolling view of a six-month plan for ongoing communications that are tailored to stakeholder groups. Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the Change Management and Communication Plan, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 10 Total Not to Exceed: \$731,904		

Cost Shifting: The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services under the Contract in order to designate payment points during the Contract Period. Prior written approval from DEO's Contract Manager is required for changes to the above Deliverable amounts that exceed **ten percent (10%)** of each deliverable total amount. Regardless, in no event shall DEO pay costs that exceed the total amount of this Contract.

1.7 Acceptance Criteria

Acceptance criteria for deliverables are listed with each deliverable in Section 1.2, Deliverables, Tasks, Minimum Acceptance Criteria, and Financial Consequences. Requests for payment of accepted deliverables will be submitted in a consolidated monthly billing for all deliverables and services.

All deliverables shall be submitted to the DEO Contract Manager for review and approval ("Acceptance") in accordance with the agreed upon schedule unless otherwise approved by the DEO Contract Manager in writing. DEO will only accept each deliverable when it has been reviewed and signed off by DEO that it meets the applicable criteria specified above.

DEO anticipates completing its review of deliverables within 14 business days after receiving the deliverable. DEO may return a deliverable for modification. The Contractor will have up to 14 business days after receiving a request for modification to cure and return the deliverable to DEO. If additional cure and review cycles are needed, the Contractor and DEO will have up to 10 business days to review, request revisions, or make modifications. If either the Contractor or DEO needs additional time to review, modify, or cure the deliverables, the request will be submitted in writing by email to the Contract Manager for consideration. DEO may provide additional acceptance criteria during the Contract period to be used for

the deliverables. DEO reserves the right to require the Contractor to revise deliverables at no additional cost to DEO. Invoices will not be paid for deliverables that fail to meet specifications until acceptable corrective action has been completed.

Failure to accept a deliverable within 30 business days of an original or revised deliverable submission means automatic non-acceptance by DEO unless stated otherwise by the DEO Contract Manager or designee in writing.

2.0 Staff Qualifications and Performance Criteria

Contractor shall possess the professional and technical staff necessary to perform the services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.

All the services to be furnished by Contractor under this Contract shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the management consulting services.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, whenever on DEO (or Workforce Partner) premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by DEO's employees and contractors.

Contractor employees providing services under this Contract must receive initial security awareness training upon hire, as well as ongoing security awareness training, at least annually, to include: awareness on the confidentiality provisions of this Contract and general cybersecurity awareness, i.e., information protection, phishing attacks and email use, physical security, passwords and authentication, social engineering, social media and Internet use, and working remotely (if applicable). Additionally, these employees must receive any relevant training, including any necessary Workforce Partner trainings, required under regulatory or compliance requirements for information types to which they will gain access. Training must be approved by DEO and facilitated at Contractor's expense, unless otherwise approved by DEO. Contractor's staff assigned to this Contract shall use information available in any format compatible with existing DEO software and applications only for the purpose of carrying out the provisions of the Contract. Information obtained in the performance of this Contract, such as deliverable drafts, draft schedules and strategies, contract artifacts, and state data, will be treated as confidential and will not be divulged by Contractor or Contractor's employees, agents, or subcontractors or made known in any manner to any person or entity except as may be necessary in the performance of this Contract with the express direction or consent of DEO.

Due to the complexity of the FL WINS Program, Contractor personnel may be assigned to work in-house at different Workforce Partner locations and may be required to use Workforce Partner devices while performing services at one of these locations in an effort to facilitate, coordinate, and maintain the continuity of a shared vision of the project objectives and ensure a successful project completion.

2.1 Background Screenings

Pursuant to section 110.1127, F.S., certain duties and positions are designated as positions of special trust because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO and the applicable Workforce Partner(s).

Contractor or Contractor's employees, agents, or subcontractors who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this Contract.

Contractor or Contractor's employees, agents, or subcontractors who in the performance of this Contract will be assigned to work in a position determined by a Workforce Partner to be a position of special trust are required to submit to a Level 2 background screening through the assigned Workforce Partner Agency (in addition to DEO) and be approved to work in a special trust position prior to being assigned to this Contract.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state, and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

In accordance with section 112.011, F.S., Contractor or Contractor's employees, agents, or subcontractors who have been convicted of Disqualifying Offenses, shall not be assigned to this Contract. Disqualifying Offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence, or any similar felony or first-degree misdemeanor offenses directly related to the position sought. Screening results indicating convictions of Disqualifying Offenses will result in a Contractor, Contractor employee, agent, or subcontractor not being allowed to work on this Contract.

All costs incurred in obtaining background screening shall be the responsibility of Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO, or from FDLE to the applicable Workforce Partner, and will be maintained by DEO and the applicable Workforce Partner. DEO's Contract Manager will provide written approval/disapproval of Contractor's employees, agent, or subcontractor to Contractor. A designated liaison from the applicable Workforce Partner will provide written approval/disapproval of Contractor's employees, agent, or subcontractor to Contractor. Contractor's employees, agents, or subcontractors are prohibited from performing any work under this Contract until written approval of the employee is received from DEO's Contract Manager and the applicable Workforce Partner's designated liaison. DEO reserves the right to make final determinations on suitability of all Contractor's employees, agents, or subcontractors assigned to this Contract.

2.2 Staffing Changes

Contractor will not remove any Key Personnel from their assigned roles prior to its submission of the initial PMP for the BPR and/or TCM. Contractor must provide prior written notice for DEO review and approval (submitted to the DEO Contract Manager) at least 10 calendar days prior to the removal of any Key Personnel from their assigned roles. Contractor is responsible for training any replacement Contractor personnel of any type. Replacement personnel for any removed person shall have equal or superior experience and qualifications and are subject to DEO's approval as provided herein. DEO reserves the right to require the removal from the Contract any Contractor personnel deemed unacceptable by DEO.

Replacement contractor staff are responsible for complying with all established requirements listed in section 2.0, Staff Qualifications and Performance Criteria, and 2.1, Background Screenings.

Contractor may make staffing changes or cost shifting of staff assigned to this Contract only with prior review and written approval of DEO's Contract Manager. DEO's Contract Manager must be notified in writing at least 10 calendar days prior to a potential change in staff. Notifications must include the candidate's name, résumé, position, title, starting date, and references. DEO's Contract Manager reserves the right to interview all potential staff prior to beginning work on the Contract. DEO reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

If a staffing change occurs, with each invoice submitted thereafter, Contractor shall also submit a copy of the notification letter citing the applicable staffing changes as approved, signed, and dated by DEO's Contract Manager.

2.3 Business Days

As used herein, "business day" shall mean a day falling from Monday through Friday, with the exception of those Holidays and days of observance identified in section 110.117(1), F.S. Working hours should be considered 8:00 AM to 5:00 PM E.S.T. The forgoing notwithstanding and unless timeframes are defined as calendar days, all day references shall be considered business days.

3.0 DEO Contract Liaisons

DEO designates as its Contract Manager, Beverly Butler, who can be contacted by telephone at (850) 599-0321 or by email at Beverly.Butler@DEO.MyFlorida.com.

DEO designates as its Project Manager, Kent Whittington, who can be contacted by telephone at (850) 921-3361 or by email at Kent.Whittington@DEO.MyFlorida.com.

In the event any of the information provided in Section 3.0 changes, DEO will notify Contractor in writing of such change. Such changes shall not require an amendment to this Scope of Work.

4.0 Invoicing Instructions

In accordance with section 287.058(1)(a), F.S., Contractor will provide DEO's Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvr_sn=ae70963d_2

The invoice requirements of the State of Florida Reference Guide for State Expenditure are hereby incorporated by reference. Contractor shall be paid upon submission of monthly invoices after delivery and acceptance of services.

To be payable:

- a. Invoices shall contain the State Term Contract ("STC") number, DEO Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number (FEIN),

Contractor's invoice number, and the invoice period.

- b. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each STC position, STC job title, and the tasks that were provided during the invoice period.
- c. Invoices must include a status report which clearly identifies the services rendered for each deliverable in compliance with the Contract and supports the hours reported on said invoice.
- d. Invoices accompanied by the supporting documentation as requested must be accepted and approved by the DEO Project Manager.

Total invoices billed cannot exceed \$5,934,385.00. Travel expenses must be included in the hourly rate proposed. DEO will not pay for travel to or from the Tallahassee area for this Contract. In addition, DEO will not pay for vicinity travel. Travel, if approved by DEO, will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Contract Manager. Each request to incur travel expenses should be submitted following DEO Procedure 3.05 (to be provided to the Contractor upon need for travel).

The procedures described in the DEO Travel Manual are hereby incorporated by reference. Performance under this Contract shall be done on an hourly basis, not to exceed the number of hours authorized per job number, job title, and scope variant as specified in Attachment One, Cost Page.

The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature as referenced in section 287.0582, F.S., and availability of any and all applicable state and federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract.

5.0 Confidentiality and Safeguarding Information

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@DEO.MyFlorida.com or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Contractor shall keep and maintain public records, as defined in section 119.011(12), F.S., required by DEO to perform this Contract. Upon request from DEO, Contractor shall provide DEO 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.

Except as necessary to fulfill the terms of this Contract and only with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.

Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Contractor's sole expense.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with the provisions of section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, at Contractor's sole expense, but only after receipt of DEO's approval of the contents of the notice. If requested by DEO, Contractor will include credit monitoring services at Contractor's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period of time following the breach. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

Upon completion of this Contract, Contractor shall transfer to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform work under this Contract. If Contractor transfers all public records to DEO upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the IT systems of DEO.

6.0 Confidentiality and Safeguarding Reemployment Assistance Information

- A. Contractor staff may have access to confidential Reemployment Assistance information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files, and records involved with the Contract. All Contractor staff assigned to the Contract must sign a confidentiality statement. Contractor's confidentiality procedures must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.
- B. Any confidential Reemployment Assistance information received under this Contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
- C. Contractor and Contractor staff will adhere to the provisions of this section to protect the confidentiality of Reemployment Assistance information obtained from DEO under the Contract against unauthorized access or disclosure and agrees:
 - 1. Reemployment Assistance information will be used only to the extent necessary to assist in the valid administrative needs of Contractor staff assigned to this Contract and shall be disclosed only for those purposes as defined in the Contract or as authorized by law.
 - 2. Any Reemployment Assistance information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
 - 3. Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.
 - 4. Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
 - 5. Contractor will instruct all personnel granted access to Reemployment Assistance information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this section, and the provisions specified in sections 443.1715, F.S., and 20 CFR Part 603.
 - 6. Contractor will take precautions to ensure that only authorized personnel who have a recognized need to know, as attested by the Contractor, are given access to the Reemployment Assistance information.
 - 7. Contractor understands and agrees the provisions of these terms and conditions regarding the requirements to safeguard Reemployment Assistance information are considered material conditions of the Contract.
- D. Contractor shall permit DEO, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections of records relevant to the purchase order, to ensure compliance with section 443.1715, F.S., 20 CFR

Part 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of the Contractor's compliance with these terms and conditions and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of the purchase order.

- E. All data, both electronic and hard copies, received by the Contractor or Contractor staff from DEO during the Contract are the property of DEO and must be, at DEO's discretion, surrendered to DEO or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to DEO.
- F. Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information or any other data provided by or otherwise relating to Reemployment Assistance applicants due to security incidents, breaches, or intrusions of DEO networks, systems, applications, databases, environments, or materials not owned or controlled by the Contractor.

7.0 Financial Consequences for Failure to Timely and Satisfactorily Perform

Contractor and DEO agree that Contractor's failure to timely and satisfactorily perform all or a portion of the Deliverables and Tasks set forth in this Scope of Work, Sections 1.4 and Sections 1.6, in accordance with the requirements of this Contract, and in particular, as specified in this Scope of Work, Section 1.3 and Section 1.5, shall result in substantial injury to DEO; however, damages arising from such failure cannot be calculated with any degree of certainty. Consequently, Contractor and DEO agree that the Financial Consequences and Liquidated Damages set forth in this Contract, individually and cumulatively, are intended to compensate DEO for same and not intended to penalize or punish Contractor.

In the event that Contractor's performance of a Deliverable or Task is deemed unsatisfactory by DEO, Contractor shall not be entitled to payment for same until Contractor re-performs as needed for submittal of a satisfactory Deliverable or Task at no additional cost to DEO. Furthermore, in the event that Contractor's performance of a Deliverable or Task is deemed unsatisfactory or untimely by DEO, the Financial Consequences set forth in this Scope of Work, Section 1.4 and Section 1.6, shall be imposed.

Nothing in this Contract, including but not limited to this Scope of Work, Section 9.0, shall be construed to waive, hinder, or otherwise interfere with any other rights, remedies, and privileges, in law or in equity, held by DEO with respect to this Contract and Contractor's performance hereunder, including but not limited to, DEO's right to terminate the Contract as provided.

Notwithstanding any other terms in the Contract., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within 30 days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

8.0 Financial Consequences for Failure to Comply with Purchase Order Requirements

In addition to those remedies outlined in Section 9.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the DEO Purchase Order, Contractor shall pay to DEO financial consequences for such failures, unless DEO waives such financial consequences for such failure in writing

based upon its determination that the failure was due to factors beyond the control of Contractor. DEO shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable and DEO approval for excusable delay shall not be unreasonably withheld. A financial consequence in the amount of one (1) time's the hourly rate(s) of each Contractor employee assigned to the Purchase Order will be assessed against Contractor for each submittal of an invoice during the period that Contractor is out of compliance with the Purchase Order. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO at its sole discretion shall determine when Contractor is failing to comply, and DEO at its sole discretion shall determine when Contractor has remedied the failure. These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

9.0 Exceptions to Application of the Financial Consequences Provision of the STC

Contractor may be excused for failing to meet deadlines for deliverable milestones as required by the terms of this Contract (hereinafter "services") if such failure is beyond the control of Contractor and is approved, in writing, by DEO. DEO approval for excusable delay shall not be unreasonably withheld. Excusals may be approved for such events as, but not limited to:

- a. Acts or omissions of DEO, any other State agency, or third parties other than Contractor's subcontractors providing services to or for DEO
- b. Announcement of new legislation affecting services
- c. Unofficial media announcements relating to state/federal changes to legislation
- d. Federal guidance impacting services

Contractor shall advise DEO in writing as soon as possible after learning of any circumstance or occurrence which has affected or will affect Contractor's ability to achieve any of the required services. In no event shall notice to DEO be provided more than 72 hours after such circumstance or occurrence. DEO shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable and DEO approval for excusable delay shall not be unreasonably withheld.

10.0 Governing Laws

Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

11.0 Non-Disclosure

Contractor and Contractor personnel shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO. Contractor and Contractor personnel shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress,

development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

12.0 Value Added Services – Innovative Ideas

Value added services are services beyond those services previously outlined that the Respondent may provide to offer additional benefits to DEO. Although DEO has provided a statement of need and mandatory requirements for Respondents to meet in order to be selected for this Contract, it is not intended to limit Contractor's innovations or creativity in preparing a response to accomplish these goals. Innovative ideas, new concepts, and partnership arrangements other than those presented in this RFQ may be considered. For example, these might include unique business features, special services, offer costs or shared savings, or discounts specific to each Respondent. The Respondent must describe any value- added benefits, services, and/or deliverables/tasks that are not required by this RFQ that the Respondent proposes to provide within the fixed price proposal and, thus, at no additional cost to the State. Additional costs or shared savings associated with value added services or innovative ideas must be shown on Attachment Three, Value-Added Services.

13.0 Unknown, Unanticipated, Unspecified Tasks

During the term of the Contract, including any renewals or extensions, DEO reserves the right to negotiate with the Respondent for the provision of additional commodities and/or services within the general scope of the initial Contract. At such time, if DEO and the Contractor successfully negotiate cost, schedule, deliverables, etc., the Contractor will provide a written proposal to DEO. DEO reserves the right to utilize other pricing sources available to ensure that it is receiving competitive market rates for additional products/services.

All additional services requested and approved by DEO shall be done in the form of a Contract Amendment and/or change order. The Contractor is not authorized to provide/commence any additional product/services until DEO's project manager/contract manager has secured all required state, federal, and other applicable approvals necessary to issue a written Contract Amendment and/or change order executed by DEO.

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**ATTACHMENT TWO
COST PAGE**

In accordance with Section 1.4 and Section 1.6, Deliverables, Tasks, Minimum Level of Service, and Financial Consequences, Contractor has provided a fixed hourly rate for each job title for each of the tasks identified in the Contract which is inclusive of travel, lodging, per diem expenses, and all other costs associated with the completion of the deliverables associated with all tasks defined in the Scope of Work. The Contractor has also included fixed rate pricing and the total number of hours required for each deliverable. The Contractor shall ensure this Cost page is accurate and that it is signed by an authorized representative. This individual must have the authority to bind the Contractor.

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
Job Title	TOTAL ESTIMATED AMOUNT OF HOURS (h)*	ESTIMATED NUMBER OF EMPLOYEES NEEDED	FIXED HOURLY RATE (rate)	ESTIMATED AMOUNT OF HOURS TIMES HOURLY RATE (h) x (rate)
Principal	850	4	\$325	\$276,250
Senior Consultant	3,822	4	\$300	\$1,146,600
Consultant	7,490	4	\$240	\$1,797,600
Junior Consultant	6,274	5	\$165	\$1,035,210
Program & Administrative Support	13,430	5	\$125	\$1,678,725
TOTAL				\$5,934,385

Deliverable	Hours	Total Cost
BPR Deliverable 1 - BPR Project Kick-off Meeting, Agenda, Presentation, and Minutes	149	\$30,009
BPR Deliverable 2 - BPR Project Management Plan	150	\$34,628
BPR Deliverable 3 - BPR Tools and Standards	1,044	\$210,061
BPR Deliverable 4 - Discovery Report	2,386	\$480,140
BPR Deliverable 5 - Document Processes and Customer Journeys	2,982	\$600,175
BPR Deliverable 6 - Define a Target Operating Model	5,368	\$1,080,315
TCM Deliverable 1 - TCM Project Kick-off Meeting, Agenda, Presentation, and Minutes	129	\$25,504

TCM Deliverable 2 - TCM Project Management Plan	150	\$34,628
TCM Deliverable 3 - Transformational Change Management Office	5,101	\$880,070
TCM Deliverable 4 - FL WINS Style Guide	388	\$76,513
TCM Deliverable 5 - TCMO Monthly Summary Report	517	\$102,017
TCM Deliverable 6 - Stakeholder Analysis	1,423	\$280,547
TCM Deliverable 7 - Initial Change Readiness Assessment	2,247	\$384,250
TCM Deliverable 8 - Annual Change Readiness Assessments	4,708	\$805,094
TCM Deliverable 9 - Training Needs Assessment and Approach	906	\$178,530
TCM Deliverable 10 - Change Management and Communication Plan	4,217	\$731,904
TOTAL		\$5,934,385

***Total Estimated Number of Hours is the overall number of hours required for each Job Title to complete each task.**

C. Dawn Woods

***Authorized Representative's Signature**

C. Dawn Woods, Principal

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Contractor.**

ATTACHMENT THREE**Value Added Services – Innovative Ideas**

As described in Section 12.0, DEO may consider value added services that provide additional benefits to DEO. Contractor shall perform the value added services in the table below upon DEO's request.

Value Added Service	One-Time or Recurring	Cost
Wireframes & Design Concepts	One time	\$250,000-\$350,000
Online Customer Experience Surveys & Monitoring	One time setup, plus recurring analysis	\$250,000-\$300,000
Development of online learning content	One time	\$400,000-\$800,000

- End of Attachment Three -

ATTACHMENT FOUR

CERTIFICATIONS AND ASSURANCES

DEO will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
 - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
 - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- A. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.***

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

- B. **CERTIFICATION REGARDING LOBBYING** – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States

shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

C. Dawn Woods Principal
(Signature and Title of Authorized Representative)

Ernst & Young 1/17/2023
Contractor Date

210 E. College Ave
(Street)

Tallahassee, FL 32301
(City, State, ZIP Code)

**Neither Ernst & Young LLP (“EY”) nor any of the EY principals named in this proposal are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contract or agreement with any federal, state, county or local department or agency. To the best of our knowledge after reasonable inquiry, neither EY’s Government Compliance nor General Counsel’s Office has been notified of any present debarment, suspension, proposal for debarment, or ineligibility from participation in a contract or agreement with any state, county or local department for any EY principals. Principals are required to inform EY of any similar proceeding against them as individuals.*

- End of Attachment Four -

**CONTRACT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS CONTRACT (“Contract”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and Tech Valley Talent, LLC (“Contractor”). DEO and Contractor are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a *fixed price* Contract.

C. Contract Dates:

This Contract shall become effective on the last date of signature by both Parties and shall end one (1) year from that date. DEO shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

This Contract shall not exceed ***Three Million Nine Hundred Thousand Dollars and Zero Cents (\$3,900,000.00)*** which shall be paid by DEO in consideration for Contractor’s provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Contractor shall allow public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt

from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.

4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal and Extension:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(14), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to four years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. This Contract may be renewed for a period not to exceed the original term of the Contract. Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(13), F.S.
8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or

equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

- b. If applicable, Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at:
http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a

contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for **Category Two** for a period of 36 months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment 2.

- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

- (1) **Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
- (2) **Convicted Vendors:** Contractor shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of 36 months from the date of being placed on the convicted vendor list.
- (3) **Vendors on Scrutinized Companies Lists:** In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria , or engaged in business operations with the government of Venezuela.
- (a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with

Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.

- (b) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.
 - (c) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- (4) Discriminatory Vendors:** Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
- (a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
 - (b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
 - (c) submit bids, proposals, or replies on leases of real property to a public entity;
 - (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or
 - (e) transact business with any public entity.
- (5) Antitrust Violations:** Contractor shall disclose to DEO if it or any of its affiliates, as defined in section 287.137(1)(a), F.S., appears on the antitrust violator vendor list. An entity or affiliate placed on the antitrust violator vendor list pursuant to section 287.137, F.S. may not:
- (a) submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity;
 - (b) submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work;
 - (c) submit a bid, proposal, or reply on new leases of real property to a public entity;
 - (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and
 - (e) transact new business with a public entity.

i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

j. Information Release

- (1)** Contractor shall keep and maintain public records required by DEO to perform Contractor's responsibilities hereunder. Contractor shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Contract, Contractor shall transfer, at no cost, to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform the service. 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 DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- (2)** If DEO does not possess a record requested through a public records request, DEO shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- (3)** DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- (4)** Contractor acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to DEO under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- (5)** If Contractor submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Contractor prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Contractor waiver of a claim of

exemption. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to DEO upon termination of the Contract.

- (6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- (7) In addition to Contractor's responsibility to directly respond to each request it receives for records made or received by Contractor in conjunction with this Contract and to provide the applicable public records in response to such request, Contractor shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- (8) Contractor shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- (9) **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 by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

k. **Funding Requirements.** Intentionally Blank.

2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:

- (1)** The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260-265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (2)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
- (3)** Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- (4)** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (5)** The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
- (6)** Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (7)** The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- (8)** The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (9)** The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction sub-agreements.
- (10)** The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11)** Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s energy

conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

- (12)** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (13)** Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14)** Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (15)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16)** Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious

belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

- (17)** Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18)** The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19)** E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20)** Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (21)** Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (22)** Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

G. Contractor Payments:

1. Contractor will provide DEO's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. DEO has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **60** days after the Contract ends or is terminated. If Contractor fails to do so, DEO, in its sole discretion, may refuse

to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

I. Return or Recoupment of Funds:

1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within 40 calendar days without prior notification from DEO. In the event DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager and made payable to the "Department of Economic Opportunity."
2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within 30 days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to

this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in Attachment 1, Scope of Work.

5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Employment Eligibility Verification:

1. Section 448.095, F.S., the State of Florida requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding

causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:

- a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
- b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.
3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this

Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.

5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. Purchasing:

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), 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 subsections 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.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this

Contract is on the procurement list established pursuant to subsection 413.035(2), 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, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), 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 the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at: <http://www.respectofflorida.org>.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

P. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Q. Nonexpendable Property:

1. For the requirements of this Section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Contractor shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Contract unless otherwise authorized in writing by DEO.

R. Information Resource Acquisition:

Contractor shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall

obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by section 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
8. Contractor shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO. Contractor shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related

information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

U. Confidential Reemployment Assistance Information

This section governs the use of Confidential Reemployment Assistance (RA) Information obtained pursuant to DEO's administration of Chapter 443, F.S. for purposes of this Contract, "Confidential RA Information" has the meaning ascribed at 20 CFR 603.2(b), and is understood to include information declared confidential under section 443.1715, F.S. The provisions of Section I.T. apply to Confidential RA Information and supplement the terms of this Section I.U. Where the provisions conflict, the provisions of this Section I.U. shall control.

1. Purpose and Use. DEO may provide Contractor or Contractor may have access to certain Confidential RA Information in the performance of Contractor's obligations under this Contract. Use of the Confidential RA Information received pursuant to this Contract is limited to performing the work described in the Scope of Work.
2. Information Transmission. The Parties, if applicable, will transfer confidential RA Information to one another by file transfer protocol using a secure website. The Parties shall not transmit Confidential RA Information via e-mail, or any other manner or method not approved by DEO. DEO does not warrant the accuracy of Confidential RA Information transmitted pursuant to this Contract.
3. Safeguards on Confidential RA Information.
 - a. Contractor shall use Confidential RA Information only as is necessary to perform the work described in Attachment 1, Scope of Work. Contractor shall not use Confidential RA Information for any purpose, or in any manner, not specifically authorized by this Contract. Contractor shall limit access to Confidential RA Information and systems containing Confidential RA Information to only its authorized employees who have a recognized need for access.
 - b. Contractor shall store all Confidential RA Information in Contractor's facility located within the borders of the continental United States, in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. Contractor shall not store, nor allow its employees, agents, or subcontractors to store, any Confidential RA Information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.
 - c. Contractor shall instruct all employees with access to Confidential RA Information regarding its confidential nature, the requirements of this Contract, and the criminal sanctions specified under applicable state and Federal laws, including 20 CFR Part 603, against unauthorized use or disclosure of Confidential RA Information. By signing

- this Contract, Contractor acknowledges that all employees having access to Confidential RA Information have been instructed in accordance with this provision.
- d. Contractor shall destroy all Confidential RA Information in its possession when the Confidential RA Information is no longer needed for the specific purpose authorized in this Contract, pursuant to the requirements of 20 CFR 603.9(b)(1)(vi). Contractor shall destroy any duplicate, copy, or other replication of Confidential RA Information in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release.
 - e. Contractor shall immediately report to DEO any known or suspected non-compliance with any provision of this Contract, section 443.1715, F.S., or 20 CFR Part 603.
 - f. Contractor shall permit DEO or its designees to conduct on-site inspections to ensure compliance with this Contract, section 443.1715, F.S., 20 CFR Part 603, and all other applicable laws. Such inspections may take place with reasonable notice, during normal business hours, wherever Confidential RA Information is accessed or maintained. Contractor shall ensure systems are maintained that are sufficient to permit an audit of its compliance with this Contract and all applicable laws. Failure to allow such inspections and audits constitutes a material breach of this Contract.
 - g. Contractor may not redisclose Confidential RA information. Contractor may not disclose any information aggregated or otherwise derived from Confidential RA Information without the written consent of DEO.
 - h. Notwithstanding any other provision of this Contract, Contractor may not utilize subcontractors in the performance of its obligations under this Contract, without the written consent of DEO.
4. As required in 20 CFR 603.10(c), DEO, in its sole discretion, determines that Contractor fails to comply with any provision of this Contract regarding maintenance of the confidentiality of the information, this Contract will be immediately suspended by DEO. Further disclosure of information (including any disclosure being processed) to the Contractor will be prohibited until the DEO is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Contract will be terminated, and the Contractor must surrender to DEO all confidential information (and copies thereof) in its possession or in the possession of its employees, agents, or subcontractors, and which has not previously been returned to DEO.

V. Warranty of Ability to Perform:

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 Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

W. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.
2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

X. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

Y. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes to this Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:**1. Termination Due to the Lack of Funds:**

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than 24 hours' notice in writing to Contractor. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Section 287.1351, F.S, governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate this Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within 21 days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Contractor to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Contractor is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and

damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving 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. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under this contract, regardless of the basis on which the claim is made, Contractor's liability under this Contract for direct damages shall be limited to the greater of \$100,000 or the dollar amount of the Contract. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to 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 Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents

and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO 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 creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO 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, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or 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.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Contractor's Signatory:

Upon execution, Contractor shall return the executed copies of this Contract in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Contractor to this Contract as of the date of execution. Documentation may be in the form of a legal opinion from the Contractor's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Contractor to this Contract.

J. Execution in Counterparts:

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Contractor and DEO Contacts:**Contractor's Payee:****Contractor's Contract Manager:**

Tech Valley Talent, LLC	Renee Roth-O'Neil
1360 Kania Road	1360 Kania Road
Amsterdam, NY 12010	Amsterdam, NY 12010
518-882-0001 x114	518-339-2845
518-770-1535	518-770-1535
admin@techvtal.com	tech@techvtal.com

DEO's Contract Manager:

Tina Peacock
 107 East Madison Street
 Tallahassee, FL 32399
 Phone: 850-599-0315
 Email: tina.peacock@deo.myflorida.com

In the event any of the information provided in Section II.K. above changes, including the designation of a new Contract Manager, after the execution of this Contract, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Contract.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Contract. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Contract are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Contract:

- **Attachment 1:** Scope of Work
- **Attachment 2:** Certifications and Assurances

N. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By  _____
DocuSigned by: 8D77A8D000F10240F...
 Signature

Title **Dane Eagle**
Secretary

Date 6/15/2022

TECH VALLEY TALENT, LLC

By **Renee Roth-O'Neil** _____
Digitally signed by Renee Roth-O'Neil
 Date: 2022.06.09 14:29:35 -04'00'

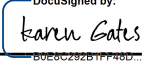
Signature

Title **Renee Roth-O'Neil**
President

Date

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:  _____
DocuSigned by: 80E8C292B1FF48D...

Approved Date: 6/9/2022

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Attachment 1 SCOPE OF WORK

Contract Documents

This Contract establishes and constitutes the contractual relationship between the Department of Economic Opportunity (“DEO”) and Tech Valley Talent, LLC (“Contractor”) and supersedes all prior agreements and understandings, written or oral, regarding this Contract. Any pre-printed purchase order terms or conditions included in the Contractor’s forms or invoices shall be null and void.

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; State Term Contract Number 80101507-21-STC, Information Technology Independent Verification and Validation Services; and subsection 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsection 287.058(1), F.S., are hereby incorporated by reference.

CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.

1.0 General Description

In 2021, the Florida Legislature passed the Reimagining Education and Career Help (REACH) Act. This legislation established the priority of providing Floridians a more coordinated effort to help them access the education and services necessary to obtain economic self-sufficiency. A major component to this legislation is the creation of a consumer-first workforce system that calls for integrated case management systems of workforce education and public benefit programs that assist Floridians through a common online customer portal. These case management systems include those managed by DEO, the Department of Education and related educational institutions, and the Department of Children and Families, herein referred to as “Workforce Partner(s).” The vision of the consumer-first workforce system is to support economic self-sufficiency and accountability through greater customer access and alignment among Workforce Partner programs.

To determine a path to achieve these objectives, DEO conducted a feasibility study which recommended a technology solution and roadmap for implementation. The recommended solution for the consumer-first workforce system includes a phased approach to implementation in order to achieve the intended benefit for Floridians in the most efficient manner possible. The development of the consumer-first workforce system will involve numerous projects including Program Management, Business Planning and Communications, Information Technology (IT) Operations and Management, and the development of the Data Hub and Customer Portal.

In the 2021 Legislative Session, the Florida Legislature appropriated funding to DEO to develop the consumer-first workforce system. The projects involved in developing the consumer-first workforce system will be a collaborative effort of the Workforce Partners and will be administratively housed at DEO. Collectively, these projects will be referred to as “program”. Reference to program includes all projects identified as part of the program.

DEO has procured the third-party Independent Verification and Validation (IV&V) services of the Contractor to ensure that the projects are executed with minimal cost and schedule variance and to ensure overall value is achieved by the state through the efforts of these projects.

1.1 Minimally Required Deliverables/Tasks

1. Contractor will develop a complete and comprehensive IV&V Management Plan.

The IV&V Management Plan must include the consumer-first workforce system program, which includes the plans and procurements for the consumer-first workforce system program, contain the review of the elements outlined in the value-added domains identified in sections 1.1.1.A. - 1.1.1.G. below, and ensure the elements are successfully monitored and implemented for each consumer-first workforce system project.

- A. Strategic Design, which includes, but is not limited to:
 - i. Defining problem statements of the consumer-first workforce system projects.
 - ii. Defining the consumer-first workforce system projects' goals.
 - iii. Financial impacts of the consumer-first workforce system projects.
 - iv. Metrics and quantitative measures for success for the consumer-first workforce system projects.
- B. Business Domain, which includes, but is not limited to:
 - i. Documented detailed functional and technical requirements for the consumer-first workforce system projects.
 - ii. Stakeholder documentation, including, but not limited to, use cases.
 - iii. Service delivery and performance metrics for the consumer-first workforce system projects.
 - iv. Statutory and administrative compliance for the consumer-first workforce system projects.
 - v. Financial details of the consumer-first workforce system projects.
 - vi. Documented business requirements for the consumer-first workforce system projects.
 - vii. Requirements traceability matrix.
- C. Systems Domain, which includes, but is not limited to:
 - i. Documentation on currently deployed assets impacted by the consumer-first workforce system projects.
 - ii. Identifying available technology options that meet the needs of the consumer-first workforce system projects.
 - iii. Market analysis on available technology options that meet the requirements of the consumer-first workforce system projects.
 - iv. Technical architecture designs and standards for the consumer-first workforce system projects.
 - v. Compliance to architecture designs and standards for the consumer-first workforce system projects.
 - vi. Design specifications.
 - vii. Exceptions to architecture standards.
- D. Security Domain, which includes, but is not limited to:
 - i. Compliance with state and federal laws including but not limited to section 282.318, Florida Statutes, and Chapters 60GG-1 and 60GG-2, Florida Administrative Code (F.A.C.).
 - ii. Backup plans, including, but not limited to, backups that are fully disconnected from production environments.
 - iii. Access requirements.
 - iv. Monitoring protocols.
- E. Data Domain, which includes, but is not limited to:

- i. Data element inventory(ies).
 - ii. Data dictionary(ies).
 - iii. Interoperability, including, but not limited to, Key Performance Indicators (KPI) catalogue(s).
 - iv. Data access plan(s).
 - v. Data management plan(s).
 - vi. Compliance with applicable state and federal laws.
 - vii. Data-sharing agreements.
 - viii. Data and document conversion/migration plan(s).
 - F. Infrastructure Domain, which includes, but is not limited to:
 - i. Comprehensive infrastructure diagrams for the consumer-first workforce system projects.
 - ii. Cloud-first exceptions for the consumer-first workforce system projects.
 - iii. IP address and URL catalogue for the consumer-first workforce system projects.
 - iv. Service availability plan.
 - v. Service continuity and Disaster Recovery plan.
 - vi. System performance plan.
 - G. Testing and Documentation Domain, which includes, but is not limited to:
 - i. User-acceptance testing (UAT).
 - ii. Load testing.
 - iii. Penetration testing.
 - iv. User guide.
 - v. Training plan.
 - vi. Test environment (replicates production environment).
2. Contractor shall perform ongoing project IV&V monitoring activities and review and validate issues, deficiencies, and risks identified with the consumer-first workforce system program. These monitoring activities for the program and each consumer-first workforce system program project include, but are not limited to:
- A. Providing an independent, objective, third-party view of project efforts with the intent of protecting the State's interests.
 - B. Providing personnel, processes, approaches, and tools to perform IV&V services for Florida information technology projects.
 - C. Performing assessments on both project and program management processes and work products.
 - D. Providing objective observations and recommendations.
 - E. Examining all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures and methodology.
 - F. Developing performance metrics that facilitate the tracking of progress/completion of project tasks and milestones.
 - G. Reviewing all project cost and expenditure documentation and making recommendations for efficient use of funds.
 - H. Verifying and validating the quality of project work products.

- I. Reviewing statements-of-work, solicitations, and contracts to verify alignment between requirements and solicited or contracted terms. Contractor shall review, at DEO's request, any solicitation, procurement, or contract documents to verify that, at a minimum, the evaluation criteria are clearly articulated and are consistent with project(s) objectives, and that the obligations of DEO, vendors, subcontractors, and stakeholders are clearly defined and aligned to facilitate success. Contractor shall also monitor and verify that the work performed by DEO, vendors, subcontractors, and stakeholders meet the goals, objectives, and deliverables for the consumer-first workforce system program.
 - J. Providing guidance and training on standards and best practices for project management as it relates to standards used in their assessment.
 - K. Ensuring project teams follow required standards, including, but not limited to, Florida Administrative Rules, Florida Statutes, federal laws and rules, and other applicable standards.
 - L. Assessing and reporting overall program and project performance, extrapolating future progress and success, and identifying any possible impediments to successful completion.
 - M. Providing recommendations to address concerns identified through observations.
 - N. Assessing the effectiveness of project communication and Workforce Partner involvement and making recommendations on necessary improvements.
 - O. Validating identified risks and issues and proposed response(s) and assessing impact to the project(s) progress and/or success.
 - P. Identifying risks and assisting the Workforce Partners and individual projects in the development of mitigation plan to address those identified risks.
 - Q. Notifying DEO's Project Manager and Project leadership immediately in writing when the Contractor determines that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk as defined in the IV&V Management Plan.
3. Contractor will develop a complete and comprehensive IV&V Program Schedule for the consumer-first workforce system projects.

The IV&V Project Schedule must be based on key deliverables and monitoring activities. The IV&V Project Schedule must be detailed and must include activities, tasks, estimated start and end dates, durations, deliverables, and assigned resources with costs to illustrate how IV&V services will be achieved for the consumer-first workforce system projects. DEO and Contractor acknowledge that the IV&V Project Schedule may need to be adjusted, as approved by DEO, during the contract period to reflect changes.

The IV&V Project Schedule must meet the program schedule requirements of the Florida Information Technology Project Management and Oversight Standards as detailed in Rule 60GG-1.004, F.A.C. Contractor will update the IV&V Project Schedule, as approved by DEO, as changes occur and will be submitted with the Monthly Status Reports and/or as requested by DEO.

4. Contractor must develop and provide Monthly Status Reports on the consumer-first workforce system program to DEO.

- A. Monthly Status Reports must include:
 - i. Technical reviews of each projects' deliverables submitted or accepted within the reporting period and assessments of DEO's project management and governance.
 - ii. Documented risks that could put the scope, budget, schedule, and/or viability of the project(s) at risk.
 - iii. Weekly status reports from regularly scheduled project status meetings.
 - iv. Ongoing system maintenance activities, progress made to date for each milestone, deliverable and task order; and planned and actual completion dates, costs incurred, and any project issues and/or risks.
 - v. Summary of ongoing project monitoring, findings and recommendations for improvement of project management and processes.
 - vi. Assessments for the consumer-first workforce system projects that include the following:
 - a. A review of each project's progress to date and any deviation from the project plan and the impact on meeting the overall objectives and schedule for each project.
 - b. Any issues or other concerns requiring management and steering committee's attention and/or monitoring.
 - c. A report showing the actual expenditures to date versus the projected or planned expenditures to date.
 - d. An updated risk matrix showing any new risks identified and any known risk(s) previously identified and provide updated status(es).
 - e. An overall chart showing the health or status of each phase or key component of the project.

- 5. Contractor shall develop and provide DEO with an Initial Project Assessment Report, which shall:
 - A. Evaluate the sufficiency of the project(s) scope and objectives, including, but not limited to, alignment to legislative intent and its impact on Workforce Partner processes and services.
 - B. Review the IV&V Management plan and the planned development of the project(s)'s schedules, resources, tasks, structures, processes, and procedures to assess the overall adequacy of the project(s)'s planning.
 - C. Assess the adequacy of the project(s)'s organizational governance and communication processes.
 - D. Review potential impact of any procurement requirements and deadlines.

- 6. Contractor shall develop and submit Phase Gate Assessment Reports to DEO and the Florida Digital Service for each phase of the development of the consumer-first workforce system program. These reports will be due as required by the IV&V Project Schedule and accompanied by a phase gate meeting presentation summarizing the Project's status, progress, risks, and issues. Contractor shall conduct phase gate presentations pursuant to the IV&V Project Schedule and presented to DEO's Project Manager and Project leadership during the regularly scheduled status meetings in accordance with section 1.3. Each Phase Gate Assessment Report shall include, but is not limited to the following:
 - A. An assessment of the Project's status and progress made during the current phase of the Project, and plan for the upcoming phase.
 - B. An assessment of the Project's ability to meet future Project milestones and deliverables, and recommendations on Project/Workforce Partner readiness to proceed to the next phase.

- C. A summary of the Project status, progress, risks, and issues.
- D. The final Phase Gate Assessment Report must include documentation summarizing the results and overall program outcomes, including all findings and recommendations during the duration of the project(s), all artifacts related to IV&V monitoring, and a report with recommendations for incorporation of best practices into future projects. The report must include a summary of how the project(s) performed against meeting goals, risk assessment outcomes, and any other supporting information.
- E. **Deliverables, Tasks, Minimum Level of Performance, and Financial Consequences**

Deliverable 1 – IV&V Management Plan		
Description/Task	Minimum Level of Performance	Financial Consequences
Contractor must develop and submit an in-depth IV&V Management Plan, as specified in sections 1.1.1 and 1.3.	<p>Contractor shall develop and submit an in-depth IV&V Management Plan, as specified in sections 1.1.1 and 1.3, within 30 calendar days of the Contract effective date that must also include, at a minimum, the following:</p> <p>A detailed description of how Contractor plans to perform IV&V services covering all the Domains, activities/tasks, and Deliverables outlined in section 1.1. The description must include methodologies, strategies, standards, templates, and approaches employed by Contractor for executing each of the IV&V activities. The description must include a schedule with deliverable due dates and execution milestones (see section 1.1 and Deliverable 2). The description must be specific to DEO’s project work and not generic in nature.</p> <p>An organizational structure which defines DEO roles, IV&V Contractor roles, and Workforce Partner roles and demonstrates coordination activities among Contractor, DEO Project Team, Workforce Partners,</p>	Failure to provide the approved in-depth IV&V Management Plan, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date. Such reduction shall be made from the deliverable payment.

	<p>stakeholders, and oversight entities involved in the Project.</p> <p>A description of the approach for completing deliverables.</p> <p>A description of resources assigned to Contractor activities, tasks, and deliverables.</p> <p>A description of assessment criteria and the process for modifying assessment criteria.</p> <p>Completion of this deliverable is based on review and approval by DEO and as evidenced by the submission of the IV&V Management Plan, the IV&V Schedule (Deliverable 2), and any other documentation required by DEO.</p>	
Deliverable 1 Cost - \$100,000.00		
Deliverable 2 – IV&V Project Schedule		
Description/Task	Minimum Level of Performance	Financial Consequences
Contractor must develop and submit an IV&V Project Schedule, as specified in sections 1.1.3 and 1.3.	<p>Contractor shall develop and submit an IV&V Project Schedule, as specified in sections 1.1.3 and 1.3, within 30 calendar days of the Contract effective date.</p> <p>Completion of this deliverable is based on review and approval by DEO and as evidenced by the submission of the IV&V Project Schedule, the IV&V Management Plan, and any other documentation required by DEO.</p>	Failure to provide the IV&V Project Schedule, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 2 Cost - \$100,000.00		
Deliverable 3 – IV&V Execution and Monthly Status Reports		
Description/Task	Minimum Level of Performance	Financial Consequences
Contractor must execute the IV&V Management Plan in accordance with sections 1.1.1 and 1.1.2 and must submit Monthly Status Reports, as specified in sections 1.1.4 and 1.3.	Contractor shall execute the IV&V Management Plan in accordance with sections 1.1.1 and 1.1.2 and submit a Monthly Status Report, as specified in sections 1.1.4 and 1.3., by the eighth (8 th) business day of each month for each month of the applicable Contract period. The first Monthly Status Report is due	Failure to provide the Monthly Status Reports, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date. Such reduction shall be made from the deliverable payment.

	<p>the first month following the submission of Deliverables 1 and 2.</p> <p>Completion of this deliverable is based on review and approval by DEO and as evidenced by the submission of the Monthly Status Report and any other documentation required by DEO.</p>	
Deliverable 3 Cost - \$1,980,360.00		
Deliverable 4 – Initial Assessment Report		
Description/Task	Minimum Acceptance Criteria	Financial Consequences
Contractor must develop and submit an Initial Assessment Report as specified in section 1.1.5.	<p>Contractor shall develop and submit an Initial Assessment Report as specified in section 1.1.5. The Initial Assessment Report is due the eighth (8th) business day of the first month following the submission of Deliverables 1 & 2.</p> <p>Completion of this deliverable is based on review and approval by DEO and as evidenced by the submission of the Initial Assessment Report and any other documentation required by DEO.</p>	Failure to provide the Initial Assessment Report, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 4 Cost - \$387,725.00		
Deliverable 5 – Phase Gate Assessment Reports		
Description/Task	Minimum Acceptance Criteria	Financial Consequences
Contractor must develop and submit Phase Gate Assessment Reports, as specified in sections 1.1.6 and 1.3.	<p>Contractor shall complete and submit Phase Gate Assessment Reports, as specified in sections 1.1.6 and 1.3, with its Monthly Status Report following the end of each project phase.</p> <p>Contractor shall submit the Final IV&V Assessment Report as its final monthly status report to DEO, which is due the 8th day of the final month of the Contract.</p> <p>Completion of this deliverable is based on review and approval by</p>	Failure to provide the Phase Gate Assessment Reports, as specified, will result in the in a deduction of \$1,000 per business day for each day beyond the due date. Such reduction shall be made from the final payment.

	DEO and as evidenced by the submission of each Phase Gate Assessment Report and any other documentation required by DEO.	
		Deliverable 5 Cost - \$1,331,915.00
		Total Award Amount Not to Exceed \$3,900,000.00

1.2 Contractor Responsibilities

Contractor's responsibilities under this Contract include, but are not limited to, the following:

1. Develop a complete and comprehensive IV&V Management Plan (Deliverable 1).
2. Develop a complete and comprehensive IV&V Project Schedule (Deliverable 2).
 - A. Provide monthly updates to DEO on the execution of the detailed IV&V Management Plan, including assessing project(s) status(es), project management strengths and deficiencies, schedule effectiveness and earned value measures, and make recommendations for correcting identified variances from best practices.
3. Include in each monthly Program Status Report ongoing system maintenance activities and progress made to date for each project milestone, deliverable, and task order planned and actual completion dates; planned and actual costs incurred; and any current project issues and risks. Contractor shall summarize the results of ongoing project monitoring and provide findings and recommendations for improvement of project management and processes to DEO.
4. Develop and submit Phase Gate Assessment Reports to DEO and the Florida Digital Service for each phase of the Project (Deliverable 4).
5. Designate an individual to manage the Purchase Order with the State of Florida entered into as a result of this Contract.
6. Perform all activities and tasks identified in the Contract and provide all deliverables in the manner and timeframes described in the Contract.
7. Submit invoices monthly in a manner prescribed by this Contract.
8. Expeditiously respond to inquiries or requests from DEO.
9. Provide DEO with contact information, including names, telephone numbers, and email addresses, of individuals who can be contacted during normal business hours to facilitate communication.
10. Conduct regularly scheduled project status meetings, no less than weekly, with DEO.
11. Prepare and submit weekly status reports to DEO's Project Manager.
12. Provide presentations and oral reports, attend meetings and events, perform records management and administrative responsibilities related to the Contract, and maintain open and effective communication with DEO's Project Manager, Project leadership, and oversight entities.
13. Provide regular status updates to Project leadership and any supporting documentation as requested. Contractor shall hold IV&V status meetings with DEO's Project Manager and Project leadership. Contractor shall also hold IV&V status meetings with DEO oversight entities as requested by these entities.
14. Review the IV&V Management plan and the planned development of the project(s)'s schedules, resources, tasks, structures, processes and procedures to assess the overall adequacy of the Project(s)'s planning.
15. Perform ongoing monitoring activities to review and validate issues, deficiencies, and risks identified with the Project.

1.3 Acceptance Criteria

Acceptance criteria for deliverables are listed with each deliverable in Section 1.2, Deliverables, Tasks, Minimum Acceptance Criteria, and Financial Consequences. Requests for payment of accepted deliverables will be submitted in a consolidated monthly billing for all deliverables and services.

All deliverables shall be submitted to the Contract Manager for review and approval (“Acceptance”) in accordance with the agreed upon schedule unless otherwise approved by the Contract Manager in writing. DEO will only accept each deliverable when it has been reviewed and signed off that it meets the applicable criteria specified above.

DEO anticipates completing its review of deliverables within 14 business days after receiving the deliverable. DEO may return a deliverable for modification. The Contractor will have up to 14 calendar days after receiving a request for modification to cure and return the deliverable to DEO. If additional cure and review cycles are needed, the Contractor and DEO will have seven (7) to 10 calendar days to review, request revisions, or make modifications. If either the Contractor or DEO needs additional time to review, modify, or cure the deliverables, the request will be submitted in writing by email to the Contract Manager for consideration. DEO may provide additional acceptance criteria during the Contract period to be used for the deliverables. DEO reserves the right to require the Contractor to revise deliverables at no additional cost to DEO. Invoices will not be paid for deliverables that fail to meet specifications until acceptable corrective action has been completed.

Failure to accept a deliverable within 30 calendar days of an original or revised deliverable submission means automatic non-acceptance by DEO unless stated otherwise by the Contract Manager or designee in writing.

2.0 Staff Qualifications and Performance Criteria

Contractor shall possess the professional and technical staff necessary to perform the IV&V services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.

At a Minimum, Contractor must have the following experience:

1. Experience providing IV&V services to a public sector entity through the implementation of a multi-agency, complex data integration system or similar information technology project.
2. Demonstrable experience in providing IV&V services covering the domains outlined in section 1.1.
3. Developed and supported validation and verification monitoring processes, tools, templates, and methodologies that establish consistency and produce value in the delivery of IV&V services.
4. Demonstrable experience in conducting IV&V services to provide value-added assessments throughout the lifecycle of a project.
5. Experience with industry standard best practices and methodologies in risk and issue analysis and management.
6. Knowledge of State and Federal laws applicable for the programs included in the implementation of the consumer-first workforce system.

Preferred experience of the Contractor includes:

1. Knowledge of public benefit, education, and workforce systems or other comparable systems.

2. Experience providing IV&V services on customer and user experience (“CX/UX”), cloud hosting, and data integration.

All the IV&V services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among Information Technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor staff shall render services identified by DEO and will be paid upon completion of each deliverable.

Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the IV&V services.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, and comply with all rules, policies, and any other standards and procedures which must be adhered to by DEO’s employees and vendors.

2.1 Background Screenings

DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.

Contractor or Contractor’s employees, agents, or subcontractors, who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

In accordance with section 112.011, F.S., Contractor or Contractor’s employees, agents, or subcontractors who have been convicted of Disqualifying Offenses, shall not be assigned to this Contract. Disqualifying Offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar felony or first-degree misdemeanor offenses directly related to the position sought. Screening results indicating convictions of Disqualifying Offenses will result in a contractor, contractor employee, agent, or subcontractor not being allowed to work on this Contract.

All costs incurred in obtaining background screening shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO and will be maintained by DEO. DEO’s Contract Manager will provide written approval/disapproval of the Contractor’s employees, agent, or subcontractor to the Contractor. Contractor employees, agents, or subcontractors are prohibited from performing any work under this project until written approval of the employee is received from DEO’s Contract Manager. DEO reserves the right to make final

determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this project.

2.2 Key Personnel and Staffing Changes

The Contractor will not remove any Key Personnel from their assigned roles prior to the initial deliverable due date. The Contractor will also not remove any Key Personnel from their assigned roles without four (4) weeks prior written notification and approval of DEO's Contract Manager. The Contractor is responsible for training any replacement personnel. Replacement personnel for any removed person shall have equal or superior experience and qualifications. DEO reserves the right to require the removal from the project any Contractor personnel found, in the judgment of the project, to be unacceptable. Contractor staff who work on the project must successfully complete DEO's security awareness training. The Contractor's staff assigned to this Project shall use information available in any format only for the purpose of carrying out the provisions of the Contract. Information contained in Project documents such as deliverables, drafts, e.g., draft schedules and strategies, Contract artifacts, and State Data will be treated as confidential and will not be divulged by the Contractor or made known in any manner to any person except as may be necessary in the performance of this Contract Disclosure to anyone other than an officer or employee of DEO is prohibited, except with express direction or consent of DEO.

For staff not designated as Key Personnel, Contractor may make staffing changes or cost shifting of staff assigned to this project only with prior review and written approval of DEO's Contract Manager. DEO's Contract Manager must be notified in writing at least 10 days prior to a potential change in staff. Notifications must include the candidate's name, résumé, position, title, starting date, and references. DEO's Contract Manager reserves the right to interview all potential staff prior to beginning work on the project. DEO reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

3.0 DEO Contract Liaisons

DEO designates as its Contract Manager, Claudia Gunnels, who can be contacted by telephone at (850) 599-0310 or by email at Claudia.Gunnels@deo.myflorida.com.

DEO designates as its Project Manager, Lisa Thompson, who can be contacted by telephone at (850) 245-7402 or by email at lisa.thompson@deo.myflorida.com.

4.0 Invoicing Instructions

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide DEO's Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at: https://www.myfloridacfo.com/aadir/reference_guide/

The invoice requirements of the State of Florida Reference Guide for State Expenditure are hereby incorporated by reference. The Contractor shall be paid upon submission of monthly invoices after delivery and acceptance of services.

To be payable:

- a) Invoices shall contain the state contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number and the invoice period.
- b) Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each State Term Contract ("STC") position, STC job title and the tasks that were provided during the invoice period.
- c) Invoices must be accepted and approved by DEO.
- d) DEO will hold back 3% for each monthly invoice under Deliverable 3 to be released at the conclusion of FY21/22 and at the conclusion of FY 22/23.

Total invoices billed for hourly services cannot exceed \$3,900,000.00. Travel expenses must be included in the hourly rate proposed. DEO will not pay for travel to or from the Tallahassee area for this Contract. In addition, DEO will not pay for vicinity travel. Travel, if approved by DEO will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Contract Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link: https://sharepoint.deo.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf

The procedures described in the DEO Travel Manual are hereby incorporated by reference.

5.0 Confidentiality and Safeguarding Information

Contractor shall not use or disclose any information concerning applicants or recipients of public assistance services or benefits governed by this Contract for any purpose prohibited by state or federal law or regulations, except when authorized by a person legally authorized to consent to such use or disclosure or when such re-disclosure is required by state or federal law. Contractor shall safeguard and maintain confidentiality of all information provided to or accessed by Contractor pursuant to this Contract in accordance with applicable Florida and federal laws, rules, and regulations, which include but are not limited to 7 CFR 272.8(a); 7 CFR 272.1; 42 CFR 435.940 and 435.945; 45 CFR 205.50; 34 CFR Part 99; 20 CFR Part 603; 20 USC § 1232g; and sections 414.295, 443.1715, 1002.22, 1002.221, and 1002.225, F.S.

6.0 Financial Consequences for Non-Performance:

Financial consequences shall apply for non-performance of the Contract by the Contractor. DEO shall apply financial consequences identified below, in addition to the financial consequences provided in Section 1.2, as applicable, to Purchase Orders or Contracts issued by DEO. In addition:

In the event that a deliverable is deemed unsatisfactory by DEO, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable at no additional cost to DEO within the timeframe established by DEO.

Contractor's continued inability to perform under the conditions of the Contract may result in default proceedings.

Failure to respond to a DEO request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

6.1 Financial Consequences for Failure to Comply with Purchase Order/Contract Requirements:

In addition to those remedies outlined in Section 6.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Purchase Order/Contract, Contractor shall pay to DEO financial consequences for such failures, unless DEO, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. The state of Florida reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of the Purchase Order/Contract. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Purchase Order/Contract will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the Purchase Order/Contract. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO in its sole discretion shall determine when the Contractor is failing to comply, and DEO in its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are intended to compensate for damages.

7.0 Exceptions to Application of the Financial Consequences Provision of the STC:

Contractor may be excused for failing to provide qualified staff as required by the terms of this Contract (hereinafter "services") if such failure is beyond the control of Contractor and is approved, in writing, by DEO. Excusals may be approved for such events as, but not limited to:

- a) Acts or omissions of DEO, any other State agency, or third parties other than Contractor's subcontractors providing services to or for DEO;
- b) Announcement of new legislation affecting services;
- c) Unofficial media announcements relating to state/federal changes to legislation; or
- d) Federal guidance impacting services.

Contractor shall advise DEO in writing as soon as possible after learning of any circumstance or occurrence which has affected or will affect Contractor's ability to achieve any of the required services. In no event shall notice to DEO be provided more than 72 hours after such circumstance or occurrence. DEO shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable.

8.0 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include the STC, the terms and conditions of this solicitation, and any addenda to it, Contractor's response, and the contract issued as a result of this Request for Quote. This Scope of Work will supersede Contractor's response in the event of any conflicting provisions.

DEO reserves the right to make modifications to this Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO reserves the right to issue a Purchase Order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The Purchase Order will incorporate STC Number 80101507-21-STC, the My Florida Marketplace Terms and Conditions (MFMP), this Scope of Work and any Attachments and Addenda thereto, and the relevant portions of the awarded Contractor's Response. Any pre-printed Purchase Order terms and conditions included in the Contractor's forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the Purchase Order, the order of precedence for the documents is as follows:

1. This Contract including any Attachments thereto
2. STC Number 80101507-21-STC
3. Purchase Order
4. MFMP Terms and Conditions
5. Contractor's Response

9.0 Governing Laws

Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

10.0 Non-Disclosure

Contractor and Contractor staff shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO. Contractor and Contractor staff shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

- End of Attachment 1 -

Attachment 2

CERTIFICATIONS AND ASSURANCES

DEO will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
 - B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
 - C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
 - D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
 - E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
 - F. **Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- A. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

- B. **CERTIFICATION REGARDING LOBBYING** – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part

91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

Renee Roth-O'Neil Digitally signed by Renee Roth-O'Neil
Date: 2022.06.09 14:30:06 -04'00'

(Signature and Title of Authorized Representative)

Contractor Date

(Street)

(City, State, ZIP Code)

- End of Attachment 2 -

CONTRACT #: C3319

**AMENDMENT ONE
TO CONTRACT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
TECH VALLEY TALENT, LLC**

On June 15, 2022, the State of Florida, Department of Economic Opportunity (“DEO”), and Tech Valley Talent, LLC (“Contractor”), entered into a contract for Information Technology Independent Verification and Validation (IV&V) services necessary to assist in the development of the consumer-first workforce system.

WHEREAS, Section II.A. of the Contract provides that any modification to the Contract shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Contract as set forth herein;


NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- Section I. C. Contract Dates, is hereby deleted in its entirety and replaced with the following:

This Contract shall become effective on July 1, 2022, and shall end one (1) year from that date. DEO shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

- All other terms and conditions remain in effect.
- Section I.F.1.a., within the “Governing Laws” section of the Contract, is hereby incorporated by reference as if fully restated herein.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Contract C3319 as amended.

TECH VALLEY TALENT, LLC	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: Renee Roth-O'Neil <small>Digitally signed by Renee Roth-O'Neil Date: 2022.06.20 20:39:15 -04'00'</small>	SIGNED:  <small>DocuSigned by: 8D7AD50410240F...</small>
RENEE ROTH-O'NEIL	DANE EAGLE
PRESIDENT	SECRETARY
DATE:	DATE: 6/27/2022

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: 
DocuSigned by:
80E9C0004FF48D...

Approved Date: 6/22/2022

FL WINS Program Annual Report Attachment “E”

Business Process Re-engineering Deliverables

Discovery Report, Stakeholder Personas and Journeys, and Target Operating Model, Requirements Traceability Matrix and Service Blueprints

2023

Business Process Re-engineering

Deliverable 4

Initial Discovery Report, In-scope Programs and Systems

Discovery Report Context

The FL WINS (Florida Workforce Integrated Networking Systems) project was started to bring to life the vision outlined in House Bill 1507, the Reimagining Education and Career Help (REACH) Act. The act aims to increase Floridians' economic self-sufficiency through greater program access, alignment among Workforce Partner programs and enhancing accountability of the workforce system through improved access to data.

- The project is co-coordinated by the REACH Office and the Florida Department of Economic Opportunity (DEO) and involves the following additional Workforce Partners: the Florida Department of Children & Families (DCF), the Florida Department of Education (DOE), FL [Digital Service], and CareerSource Florida.
- Through the feasibility study conducted by KPMG in 2021, the vehicles for enabling this vision were determined to be: a new customer portal, a common intake form and a data hub to allow for Workforce Partner data sharing required to enable the former two customer-facing solutions.
- Within the above context of the FL WINS project and its objectives, the EY team, therefore, focused its discovery activities on validating programs and services administered by each of the Workforce Partners that would fall into the scope of the FL WINS project, and the underlying IT systems involved in delivering them to Floridians (customers).
- Our findings are framed in the context of information needed to outline the future customer portal, common intake form and data hub requirements. In the following pages, we outline programs and services confirmed to be in scope for DEO, DCF, DOE and CareerSource Florida as part of this project, the internal systems supporting them, current users and intake processes for these programs, as well as regulations governing them and driving the corresponding reporting requirements.

Deliverable Process: Documentation Review

During the initial phase of discovery, the Workforce Partner Agencies and the REACH Office provided the FL WINS team with extensive documentation for review. Though the documentation was extensive, there were gaps in current state understanding that required additional stakeholder input and validation.



300+

artifacts reviewed



4,093 rows



4,486 pages



24+

websites reviewed

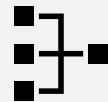


88 slides



120+

documents requested



51 diagrams

90

DEO

58

DCF

88

DOE

Documentation Findings:

- Documents ranged in age from 1 year to 20 years old
- Documents gave us a picture of current state, but the picture is 60% complete due to the age and the holes in documentation
- Some of the documents are, or will soon be, obsolete due to current in-flight modernization efforts
- Internal reporting requirements were not clearly defined in the existing documentation
- KPIs and SLAs were not documented in the existing artifacts provided by each agency
- Intake process documentation was varied in detail and accuracy between both agency and program

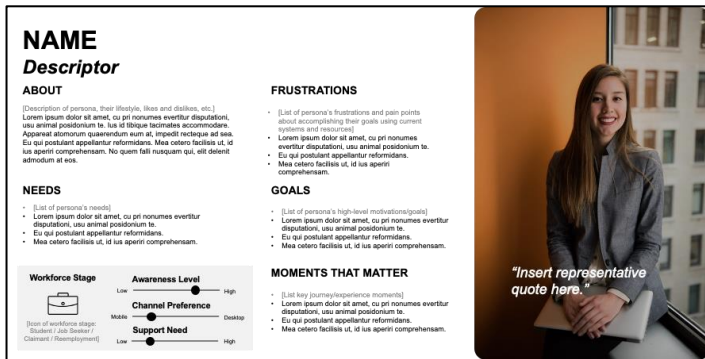
Due to the remaining questions and gaps in understanding following the documentation review, the BPR Team worked with the REACH Office to identify data collection methods to gather the additional information via key meetings and validation sessions.

Deliverable Process: Data Collection Methods

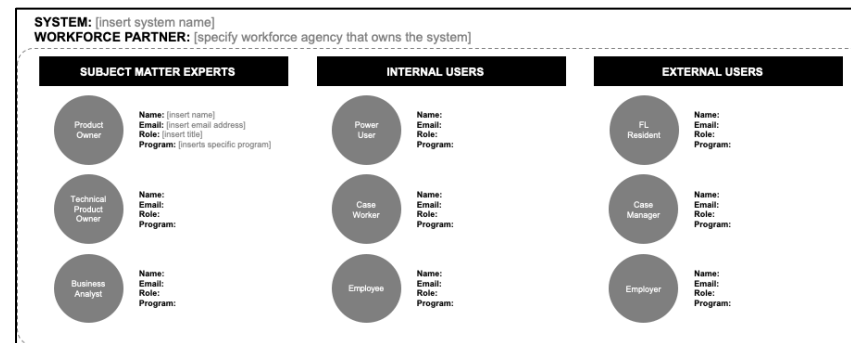
To collect the relevant remaining data, we identified necessary meetings with stakeholder groups to populate information into the data collection templates. These meetings include programs and services validation sessions, technical validation sessions, case worker ride along sessions, and lessons learned sessions.

To collect the relevant remaining data, the FL WINS team is leveraging several reproducible data collection methods, including interviews and workshop sessions, to inform current state process and journey maps. The FL WINS team will continue to meet with stakeholders, either virtually or in person, with an agenda to explore a specific topic relevant to future BPR deliverables. For certain groups of stakeholders, a survey will be leveraged to collect information without the need for a specific meeting time to be scheduled. The relevant information will be compiled into both future iterations of this report as well as future BPR deliverables and to-be processes. In meetings completed through this iteration, we have utilized interviews with key stakeholders to gain additional understanding of the current as-is state and identify potential future to-be process improvements.

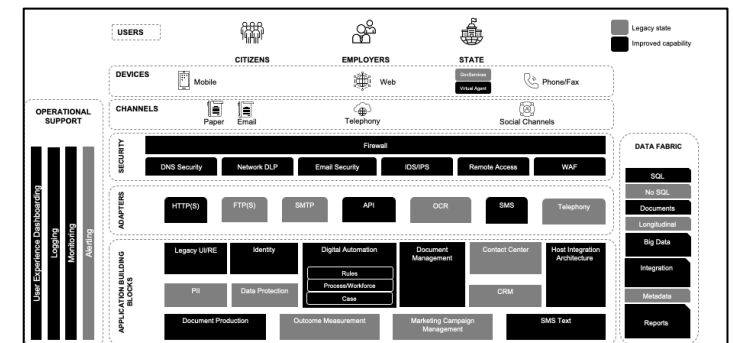
These methods are explained in greater detail in BPR Deliverable 3 Tools and Standards.



Sample Persona Template: Personas will be created in alignment with the different customer types that apply for programs and services through the various Workforce Partner Agencies.



System Stakeholder Chart: User types, both internal and external, as well as Subject Matter Experts will be collected and documented for each Workforce Partner Agency.



Technical Architecture Diagram: The technical aspects of each Workforce Partner Agency's data systems will be documented using system architecture diagrams.

Deliverable Process: Meeting and Validation Sessions

After the initial period of documentation review, identified meetings with key stakeholders by agency began in March 2023. These meetings are ongoing and will contribute to future iterations of the Discovery Report.

12

Programs and Services
Validation Sessions

Ongoing:

Career
Source

8

Technical Validation
Sessions

13

Case Worker Ride
Along Sessions

Ongoing:

Career
Source

The following sections of the deliverable include the findings of the documentation review and completed meetings to date. Additional information will be incorporated into future deliverable iterations following the completion of discovery activities.

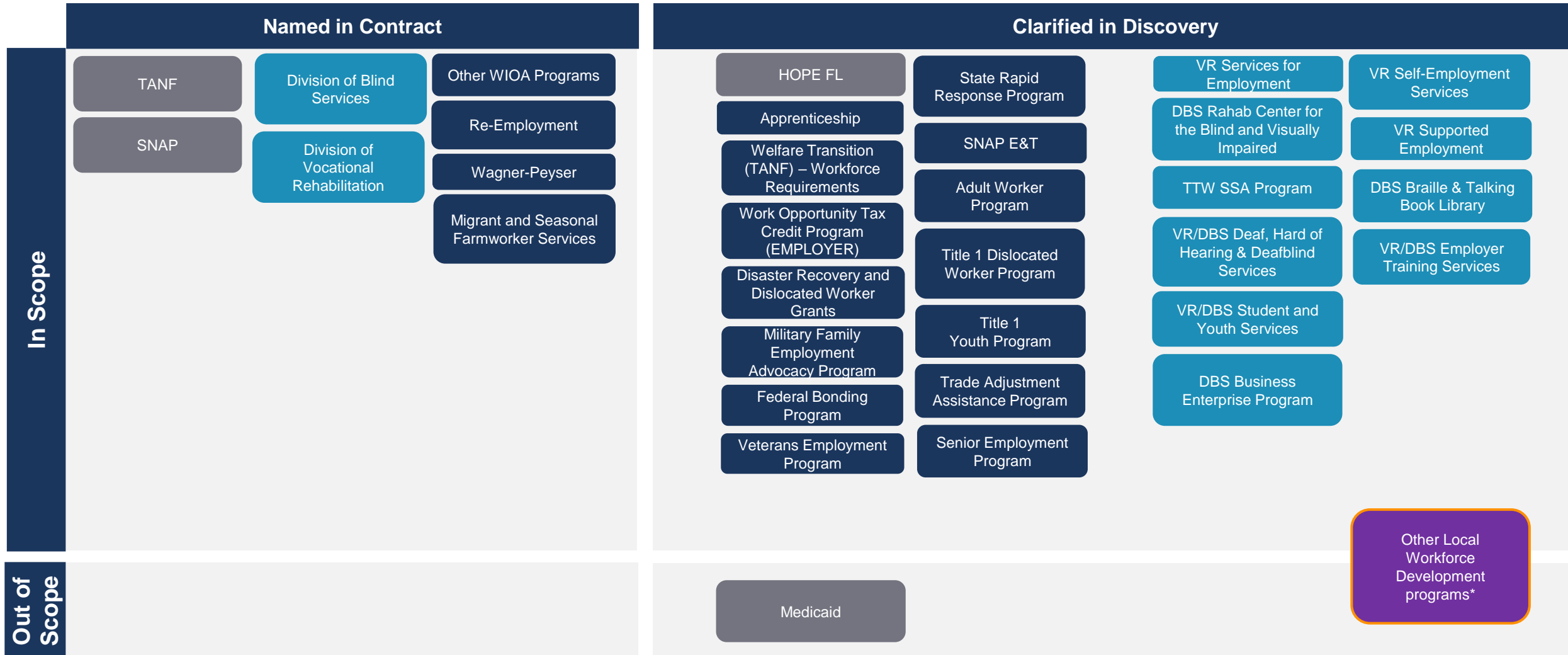
Discovery Validation Sessions and Ride Along Meetings

Agency	Division/Partner/System	Meeting Type	Date	Agency	Division/Partner/System	Meeting Type	Date
DCF	ACCESS SSP	Validation Session	3/10/23	DOE	Vocational Rehabilitation	Validation Session	3/17/23
	ACCESS SSP	Technical Validation Session	3/27/23 4/24/23 5/16/23		Vocational Rehabilitation	Technical Validation Session	4/5/23
	ACCESS SSP	Ride Along	4/3/23 5/24/23		Vocational Rehabilitation	Ride Along (VR AWARE)	4/17/23 4/27/23 5/11/23
	HOPE FL	Validation Session	3/10/23		Division of Blind Services	Validation Session	3/20/23
	HOPE FL	Technical Validation Session	3/30/23		Division of Blind Services	Technical Validation Session	4/5/23
	HOPE FL	Ride Along	4/2/23 4/3/23		Division of Blind Services	Ride Along (DBS AWARE)	4/17/23 5/1/23 5/10/23
	HOPE FL						
DEO	Employ Florida	Validation Session	3/30/23	CSF	CSF and/or 24 LWDBs	Validation Session	5/17 – 6/16/23
	Employ Florida	Technical Validation Session	4/13/23		CSF and/or 24 LWDBs	Ride Along(s)	5/17 – 6/16/23
	Employ Florida	Ride Along(s)	5/19/23				
	CONNECT	Validation Session	3/31/23				
	CONNECT	Technical Validation Session	4/17/23				
	CONNECT	Ride Along(s)	5/4/23				
	WIDb	Validation Session	4/4/23				

Note: As of submission date, additional validation and ride along sessions are continuing to occur and be scheduled. These findings are being incorporated into future deliverables.

In-Scope Programs Overview

The following outlines the programs and services that have been determined to be in-scope during the Discovery phase.



*LWDB Programs will continue to be identified during Discovery. There may be instances where individual boards have specialized, local programs that are identified to be out-of-scope of the FL WINS program.

EXTERNAL PERSONAS

With the discovery that has been completed to date and our current understanding of the customers of the in-scope programs and services, the following are personas that the FL WINS team will utilize to draft the future state.



Vince the Vet

Disabled military veteran looking for training



Robert the Grand Dad

Low-income senior needing to re-enter the workforce or change careers



Willie the Welder

High school student learning about technical opportunities following graduation



Nash the Citrus Grower

Migrant worker seeking work during harvest season



Maryanne the Mother

Single mother seeking living assistance and training for better future



Adrian the Justice Involved Individual (JII)

Former incarcerated individual battling steady job employment and homelessness



Ana the Youth

Working out of school youth looking to pursue a GED



Cindy the Visually Impaired

Individual with overt or covert disability seeking employment assistance

Business Process Re-engineering

Deliverable 5

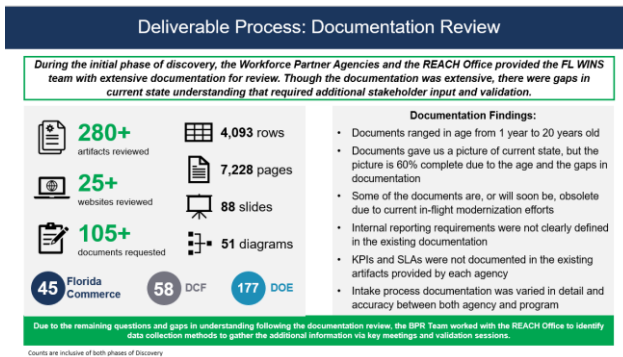
Stakeholder Personas and Journeys (high-level)

Deliverable Components

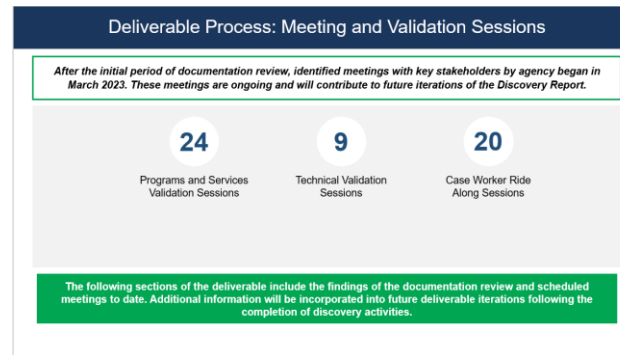
The FL WINS team completed extensive artifact review and conducted specific stakeholder sessions to document and validate the current state landscape of the programs and systems within each of the agencies in the Discovery Report.

For the Discovery Report, the FL WINS team reviewed and documented various types of artifacts to understand the current state with the goal of informing the ideal future state. To validate the reviewed documentation and current state processes, the team met with key stakeholders, including programmatic and technology representatives. These sessions were critical to the development of the Discovery Report for each agency, as well as the development of key pain points from both the external customer perspective and the internal agency staff perspective.

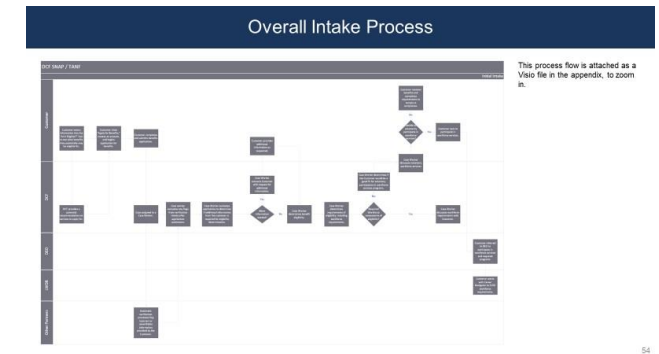
Additional detail and comprehensive documentation of findings can be found in BPR Deliverable 4 - Discovery Report.



Documentation Review: As part of the Discovery Report the FL WINS team reviewed and documented findings from over 280 artifacts.



Workshops and Meetings: As part of the Discovery Report the FL WINS team conducted over 24 validation sessions and 20 agency staff ride along meetings.



Intake Processes for Programs/Systems: As part of the Discovery Report, the FL WINS team documented the intake and agency staff processes for each major program and system in scope.

Executive Summary

The BPR team has collaborated with FloridaCommerce, DOE, DCF, and CSF through the discovery phase, conducting Art of the Possible workshops, and Agency Staff ride along sessions to understand thoughts, frustrations, and ideas from the agencies and their customers. Below are key outcomes and observations for the FL WINS current state.

Pain Points, Solution Themes, and Capabilities

The BPR Team created **eight external personas** representative of Florida's population and mapped their current as-is journeys to understand the customers' experience searching for workforce programs and services.

After receiving feedback from program stakeholders, the team worked with each agency to identify **sixty pain points** for the representative personas.

We then grouped the pain points into **twelve major themes**. To address the pain point themes, we developed **twenty capabilities and sixty-one features** to consider for the creation of the future common customer portal, data hub and common intake form.

Programmatic Art of the Possible

The goal of the first AoP workshop was to bring together the cross-agency partnerships of FL WINS and host a multi-day discussion on **customer needs**, the first time that this large cohort of stakeholders had been assembled.

By asking participants to think like the customer, the workshop produced a portfolio of **customer personas, current processes and journeys, and associated pain points** that were approved and accepted by all agency participants in FL WINS.

Program Intake Data Analysis

Initially, the FL WINS team asked each Workforce Partner agency to provide **program intake data** for each of their in-scope systems. The program intake data for each system will allow the team to analyze what fields are **common** across agencies and begin to recommend required and optional fields for the future common intake form. The agencies were able to provide intake process documentation that outlines the data fields requested during the intake process.

- 492 data fields reviewed
- ~37% of data fields are common
- 7 systems reviewed

Executive Summary

To build on the Pain Points, Solution Themes, Capabilities, Programmatic Art of the Possible, and Program Intake Data Analysis, the BPR team continued to collaborate with stakeholders, validate key components of the customer journey, and capture requirements to enable the future solution. Below are the workshops conducted and additional components to finalize development of Deliverable 5:

Technology Art of the Possible Workshop

In July 2023, cross-agency partners from COM, DCF, DOE, and CSF participated in a **Technology Art of the Possible session** to collaborate on the **future state** FL WINS solution.

Participants engaged in discussion **around technical gaps and barriers** that may present the FL WINS Program with **implementation** challenges, as well as completed activities to **review, prioritize and write requirements** for the solution.

Future State Journeys

Utilizing the **eight personas** developed to be representative of Florida customers, **future state journeys** were imagined, accounting for each customer's unique considerations. The future state journeys, or **to-be journeys**, align with the Master Service Blueprint and depict the customer or staff's journey in an ideal state, demonstrating the benefits the future FL WINS solution will provide to customers and agency staff.

Service Blueprints









The BPR team created a **Master Service Blueprint** to outline the ideal future operating state for both customers and agency staff. It includes both **frontstage** and **backstage** actions, to capture all steps and processes that may or may not be **visible** to the customer. Additionally, **Agency Service Blueprints** were created for DCF, DOE, COM, and CSF to capture nuances for each specific future operating state.

Requirements Mapping and Phased Implementation Approach

By using customer and staff pain points, aligning with the Master Service Blueprint, and incorporating stakeholder feedback, the BPR team was able to write **functional and technical requirements** to detail the future FL WINS user experience. Each of the requirements were mapped to a component, capability, and feature and used to outline the future functionality of the solution through the **phased implementation approach**.

Persona Needs and Pain Points Themes

Below are the eight personas that represent the customers of FL WINS, including their key pain point themes identified by the FL WINS team.

Persona	Service Need	Pain Point Themes
 Vince the Veteran	Disabled military veteran looking for training	<ul style="list-style-type: none"> Trust in the system Uncertainty around qualifying for services Data disclosure concerns
 Willie the Welder	High school student learning about technical opportunities following graduation	<ul style="list-style-type: none"> Limited awareness of options Uncertainty around qualifying for services Proactive notifications
 Maryanne the Mother	Single mother seeking living assistance and training for better future	<ul style="list-style-type: none"> Time constraints Uncertainty on navigating the process Technology barriers
 Ana the Youth	Working out of school youth looking to pursue a GED	<ul style="list-style-type: none"> Limited awareness of options Tracking progress Self-service abilities
 Robert the Grand Dad	Low-income senior needing to re-enter the workforce or change careers	<ul style="list-style-type: none"> Communication methods Uncertainty on navigating the process Easy information entry
 Nash the Citrus Worker	Migrant worker seeking work during harvest season	<ul style="list-style-type: none"> Translation services Technology barriers Trust in the system
 Adrian the Justice Involved Individual (JII)	Former incarcerated individual battling steady job employment and homelessness	<ul style="list-style-type: none"> Technology barriers Limited documentation Uncertainty on navigating the process
 Cindy the Visually Impaired	Individual with overt or covert disability seeking employment assistance	<ul style="list-style-type: none"> Mental and emotional counseling Transportation assistance Technology barriers

Pain Point Themes and Capabilities

Each of the 12 pain point themes identified can be mapped to a core capability set for the future state solution. Themes can touch on multiple capabilities across the entire solution.

Pain Point Theme	Solution Capabilities & Features
Trust in the system	Identity & Access Management, Data Protection, Security
Uncertainty around qualifying for services	Service Wizard, Common Intake Form
Limited awareness of options	Service Wizard, Service Catalog, Common Intake Form, Career Wizard, Find a Job
Data disclosure concerns	Identity & Access Management, Data Protection, Security
Technology barriers	Virtual Assistant, Usability
Uncertainty on navigating the process	Virtual Assistant, Service Wizard, Programs at a Glance Tile
Self service abilities	Dashboard, Service Wizard, Benefits Forecasting Tool, Location Finder, Career Wizard
Communication methods	Virtual Assistant, Scheduling Tool
Easy information entry	Common Intake Form, Usability
Proactive notifications	Dashboard, Cross Program View, Recommendations Engine
Tracking progress	Dashboard, Career Navigator, Profile, Programs at a Glance Tile
Secure Data Storage	Security, Infrastructure, Identity & Access Management

Solution Component

Customer Portal

Data Hub

Customer 360

Deliverable Components



PAIN POINTS		OPPORTUNITIES	THEME
1. No stage point of entry into services they need to find employment	Customer customer portal for employment support services and search	Digital forms	Digital forms
2. Inability to access external form electronically	Automatic notifications after form / documentation submission with description of next steps / expectations	Notifications	Notifications
3. No notification and explanation about next steps after form documentation submission or completion of process milestones	Ability to upload paperwork online like a document library and easily submit to various programs as needed	Document sharing	Document sharing
4. Inability to upload paperwork electronically via a portal and keep a record of it	Better instructions during referral and application process to assist required documentation and information capture and readable readable information	Digital forms	Digital forms
5. Eligibility determination process takes too long	Proactive knowledge sharing customer care encompassing path with customer to in waiting period	Customer Personalization	Customer Personalization
6. Potentially long waiting times before employment services can be received	Electronic status updates and estimated waiting times	Self service	Self service
7. Inability to track status of the case electronically	Digital alert by email requirement for each referred service with corresponding action button to view through the tool	Self service	Self service
8. Related service processes of those separate processes and requirements, adding to confusion and duplication of effort	Ability to use document library to upload documents to various service providers at once	Document sharing	Document sharing
9. Inability to upload paperwork to more than one provider at once from the same page	Digital calendar and appointment scheduling tool with automatic appointment and to-do reminders	Notifications	Notifications
10. Difficulty keeping track of all the appointments and touch points while receiving services	Digital version of the RPT with ability to self-report progress	Self service	Self service
11. Inability to report status update to VR when the phone check is not beneficial	Online release and payments	Online payments	Online payments
12. Inability to make payments online	Recommended jobs based on interests and needs featured in user's dashboard	Personalization	Personalization
13. Inability to see recommended jobs matching interests and needs			



Requirements and RTM



Req ID	Req Description	Priority	Capability	Feature	Requirement Type	Discovery Phase	Requirement	Business	Customer Basic Metric	Additional Context
1	RESP-01	Portal	Multi-step	Usability	Navigation	Technical	Service Discovery	FL WINS website shall be optimized commonly used search engines and have visible customer page (CE)	Having an accessible, user-friendly website	Identified as high priority
2	RESP-02	Portal	Multi-step	Usability	Navigation	Technical	Service Discovery	The portal shall provide guided navigation and user-friendly navigation to customer	Using To-Be Journey	May save user trial language to reduce frustration
3	RESP-03	Portal	Multi-step	Usability	Portability	Technical	Service Discovery	The portal shall be designed with a responsive layout to ensure access across multiple devices	OCF programmatic validation sessions	Identified as high priority
4	RESP-04	Portal	Multi-step	Usability	Language/Preferences	Technical	Service Discovery	The portal content shall be available in English, Spanish and/or other needs	North Vancouver Section	Identified as high priority
5	RESP-05	Portal	Multi-step	Usability	Language/Preferences	Technical	Service Discovery	The portal shall have the capability to translate to other languages	North Vancouver Section	Identified as high priority

Building on the previous deliverables, BPR Deliverable 5: Document Process and Journeys leverages information gathered through discovery efforts to capture the current as-is state of a customer's journeys, including their pain points, to develop the to-be solution requirements and service blueprints.

The personas were developed to be representative of the types of individuals that the workforce partners serve on a daily basis. **They are not meant to be individual people or recipients of one singular program/service but a synthesis of characteristics of individuals that are served across various programs and services.** The current as-is journey of each persona was then developed using extensive research in addition to validation sessions, Art of the Possible workshops, and agency staff ride along sessions. The pain points of each individual journey were first identified, then grouped into themes and used as the foundation to develop a solution that addressed the pain points.

With this foundational understanding of the current state, a master service blueprint was created to address the pain points and outline the future process of FL WINS customers. This master service blueprint was then customized to incorporate any unique needs by each persona. The requirements necessary to build the solution outlined in the master service blueprint will be documented in the Requirements Traceability Matrix, as components, capabilities, and features of the to-be solution, in Deliverable 6.

Document Processes and Customer Journeys: Deliverable Context

To accommodate a more agile, iterative approach, the Document Processes and Customer Journeys deliverable has been split into two iterations. This first iteration encompasses the as-is processes and associated pain points, the personas and hypothesized customer and staff journeys that have been documented to date, as well as the first iteration of a conceptualized future state that will be validated by two key workshops, continued Discovery sessions, and ride-along sessions.

Iteration 1:

- Review documentation collected in the Discovery Report to gain an understanding of current in-scope systems.
- Conduct in-person workshops with key internal end users identified in the Discovery Report to review existing As-Is processes.
- Document As-Is processes and key pain points (i.e., problems, opportunities, constraints) for in-scope processes and systems identified in the Discovery Report to a level of detail that will identify key pain points, areas of success, integration points between agencies and systems, and data exchanges:
 - Provide a discovery report for each As-Is system which includes, at a minimum, the output of discovery activities listed in the Discovery activities.
 - Provide a high-level data dictionary of each As-Is system as received by Workforce Partner agencies.
 - Provide a high-level process diagram for each business process identified in each As-Is system as it relates to the factors identified above.
 - Provide a hypothesized staff and customer journey of each As-Is system. These journeys will be refined through continued validation sessions with key stakeholders.

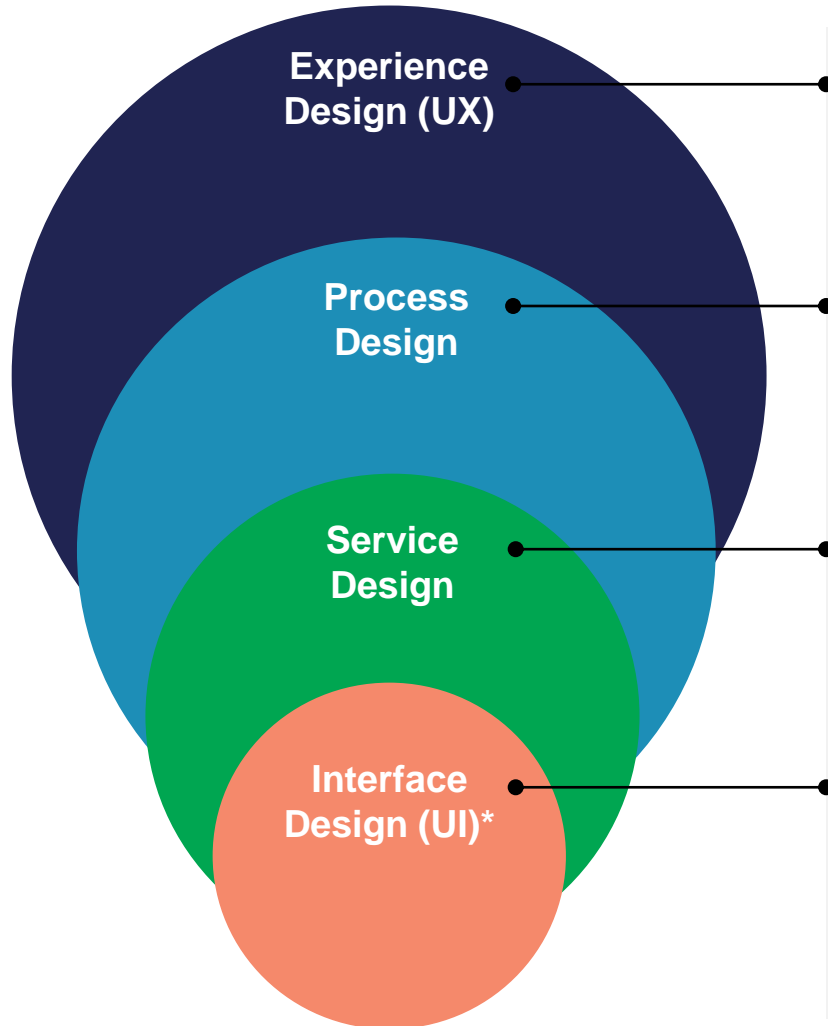
Iteration 2:

- Document To-Be processes and functional requirements:
 - Propose options and recommendations of To-Be processes and functional requirements to meet the goals and objectives of the data hub, common customer portal, and common intake form. The To-Be Functional Requirements must align with the future state functional requirements outlined in the 2021 Feasibility Study.
 - Provide a process diagram for each business process identified for the To-Be solution.
 - Provide staff and customer journey maps for the To-Be solution.
 - Ensure the To-Be solution and business process functional and non-functional requirements are compliant with all applicable federal and state rules, statutes, and regulations set for COM, DCF, and DOE.
 - Consolidate, document, and map all functional and technical requirements for the To-Be solution.
 - Prioritize requirements for a phased implementation approach to achieve the intended benefit for Floridians in the most efficient manner possible.

Designing the Future State Experience

The human-centered design methodology allows us to empathize with personas to design delightful user experiences and create a robust service blueprint to support it.

COMPONENTS OF HUMAN-CENTERED DESIGN



Experience Design (UX)

- Define **personas** and empathize
- Capture as-is user **journeys**
- Extract **pain points**
- Design new journeys to address pain points
- Document gaps and roadmap

Process Design

- Capture as-is processes
- Define inefficiencies
- Introduce **process** improvements
- Document goals and roadmap

Service Design

- Map to-be customer journeys to improved processes supporting the future-state experience and informing the TOM
- Document **service blueprints** and requirement

Interface Design (UI)*

**While some representative wireframes were included for visualization purposes, high-fidelity wireframes for all system components are out-of-scope; general style guide is included as part of TCM Deliverable 4*

ACTIVITIES

At this stage in the process, we outline as-is processes to identify the moments that matter to our customers, personas that best represent those customers, map out their journeys through the current processes, and identify where process improvements can be implemented to address their pain points.

By focusing on the customers, it allows us to create a future state that meets their needs and improves their overall experience by addressing the pain points they experience in the current state.

High-Level Discoveries

After our initial set of validation sessions, Agency Staff ride-along sessions, and customer interviews, we have created a set of external and internal personas, identified key pain points experienced by both the customer and the agency staff, and have grouped those pain points into themes and potential solution capabilities.

8

External Personas
Identified

4

Internal Personas
Identified

59

Pain Points Identified
for External Personas

12

Common Pain Point
Themes

The following sections of the deliverable include the details of these items. Additional information and validations will be incorporated into future deliverable iterations.

Business Process Re-engineering

Deliverable 6

Target Operating Model, Requirements Traceability Matrix, and Service Blueprints

Executive Summary

The objective of the Target Operating Model (TOM) is to translate the strategic direction of the REACH Act into operational capabilities by defining what Workforce Partner Agencies need to do to achieve the objectives.

The FL WINS TOM brings together approximately 42 programs across the 3 Workforce Partner Agencies (WPAs) (Department of Children and Families, Department of Education, Florida Commerce) and workforce partners (CareerSource and LWDB) to provide a streamlined experience for customers and provide a 'no wrong door entry' point for workforce services across the state of Florida. This future state experience has been designed as a result of over 33 validation sessions, as well as 20 case worker, case manager, and customer sessions. Several consistent themes emerged centering around uncertainty navigating the process when multiple WPAs are involved, self-service options, and limited awareness of additional programs and services potentially available to customers. We received additional feedback from agency staff across several programs that a common view of a customer and which programs they are enrolled in, as well as programmatic way to suggest recommendations and referrals to other programs would be beneficial.

In order to address these pain points and provide the target customer experience, a future state journey has been developed with the following high-level solution themes that will be further elaborated in this report. These can be implemented in a phased approach to get quick wins along the way to the ideal solution.

Content and Navigational Aids	Common Profile	Customer 360
<p>Quick hit items that help customers understand and navigate the 42 programs from a single portal. Key features should include:</p> <ul style="list-style-type: none">• Workforce Service Wizard “Help me find what programs are right for me”• Central Catalog of Programs, Benefits, and Requirements• “FAQ Bot” Virtual Assistant	<p>The common profile helps eliminate the need to rekey information and includes a personalized dashboard. Other features include:</p> <ul style="list-style-type: none">• Portal profile, login credentials, and identity across agencies• Common intake form that populates downstream case systems• Notifications, tasks, and referrals	<p>The Customer 360 is the agency’s unified view into each customer.</p> <ul style="list-style-type: none">• Enables agency staff to see at a glance all programs a customer is enrolled in• Access all uploaded documents from a single place• Automated suggestions and referrals for other services suitable for a customer <p>*note this does not replace existing case management tools or processes</p>

Canonical - Federated Data Model

All the above experiences will be powered by a canonical – federated data model accessible to all agencies. Key attributes include: Profile, Eligibility Data, Uploaded Documents, and Program Status.

TOM Objective and Approach

A TOM identifies better ways of working and better ways to translate strategic intent into operations. A human-centered design approach was leveraged to develop the TOM so that the future state remains customer-focused.

The approach begins by first gaining a level of understanding of the current state to identify **processes to date, strategic objectives, what is working, what is not, and opportunities for the future state model.** A summary of these efforts can be found in Deliverable 4 Iterations 1 and 2. Another outcome of this stage was to identify our user base and their individual needs, documented in the 8 external personas (customers) and the 4 internal personas (agency staff).

Maryanne the Mother
Single Mother Seeking Living Assistance and Training

ABOUT
Maryanne is a single mother of two children under the age of 10 living in an apartment building in a struggling neighborhood of Miami, FL. She had her first daughter as a senior in high school but was still able to earn her GED. She is struggling to meet her expenses and is reliant on SNAP benefits to feed her family and Temporary Child Assistance to help pay rent. Maryanne is currently a custodian for a retail store but requires any transportation that allows her to get to work. She has a dream of becoming a Registered Nurse. She has no child support money to help pay for her child's work education and makes less than \$10 a week. She is a loving mother who is excited with her community's school team. She is looking to build a better future for herself and her daughters.

FRUSTRATIONS
Maryanne is frustrated by her slow progress on finding and completing post-secondary education for nursing, as she is not able to focus on it due to needing to take care of her children.
She is having difficulty balancing her family needs and career aspirations.
She is under tremendous financial stress and cannot take time off of work to apply for more benefits.

GOALS
Become a Registered Nurse
Reimburse her reliance on SNAP benefits
Become fully employed to provide for her daughters

NEEDS
Registered Nurse
Additional career training and counseling after her certification
Childcare Support
Transportation Support
Job search support

MOMENTS THAT MATTER
Finding the DCF ACCESS application
Filling in the DCF form to provide more information
Receiving SNAP (FAP) benefits
DCF case worker offering help to access FL
HHS Navigator providing a warm handoff to CDF
CDF providing guidance on how to access a nursing degree
HHS Navigator providing support throughout nursing school
Entering her nursing program
Becoming employed

WAVESPACE CONSIDERATIONS
Child support - payments court as income

POTENTIAL PROGRAMS & SERVICES
SNAP EAT
Adult Worker Program
FL Employment
Vocational Training (Trade) - Healthcare
HHS Navigator
SNAP
HHS Navigator
DCAF Cover & Test
FL Employment

Channel Preference
High: In-person, Phone, Email, Web, App
Low: Text, Social Media

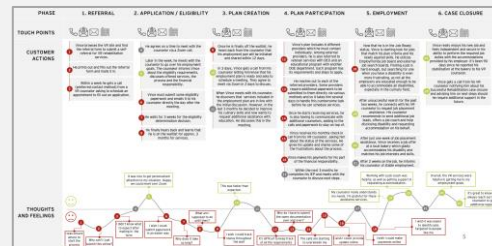
Support Need
High: Financial, Emotional, Informational, Technical
Low: None

Quote: "I need to be able to provide a better life for my daughters, and I've always dreamt of being a teacher. I need help to get there."

Through continued research and interviews, **high-level as-is process diagrams and customer journeys** were developed; helping **identify key pain points and areas of success.** Themes were identified both within the individual Workforce Partners' processes, as well as across partners to identify pain points in between.



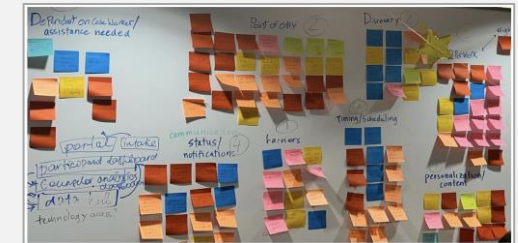
AS-IS PROCESS



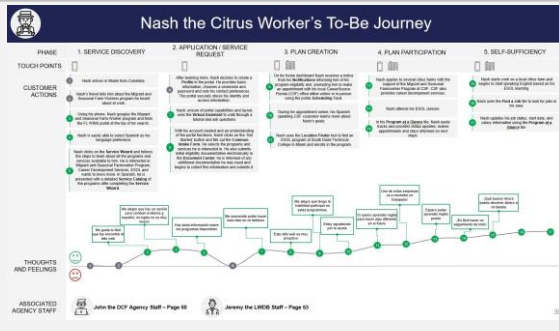
AS-IS JOURNEY

PAIN POINTS	OPPORTUNITIES	THEME
1. No single point of entry into services (may need to find employment)	Customize customer portal for all employment support services and search	Portal
2. Inability to submit return form electronically	Digital forms	Digital forms
3. No notification and information about next steps after form documentation submission or completion of process milestones	Automatically notify customer after form / document/letter submission with description of next steps / Applications	Notifications
4. Inability to submit paperwork electronically via a portal and keep a record of it	Ability to upload documents directly into a document library and easily upload to various programs as needed	Document sharing
5. Eligibility determination process takes too long	Mobile applications using virtual and application process to expedite receiving documentation and information promptly and expedite eligibility determination	Digital forms
6. Potentially long waiting times before employment services can be received online	Proactive knowledge sharing content (live webinars) during wait while customer is in waiting period	Content, Personalization
7. Inability to track status of the case electronically	Electronic status updates and estimated waiting times	Self-service
8. Referral service providers do not separate processes and requirements, willing to continue and duplication of effort	Digital allow-by-who requirements for each referred service with corresponding action before to move through the steps	Self-service
9. Inability to upload paperwork to more than one provider at once from the same place	Mobile applications using virtual and application process to expedite receiving documentation and information promptly and expedite eligibility determination	Document sharing
10. Difficulty keeping track of all the appointments and touch points while receiving services	Digital calendar and appointment scheduling tool with automatic appointment and to-do reminders	Notifications
11. Inability to self-report status updates to HR when the paper check is not beneficial	Digital version of the RPT with ability to self-report progress	Self-service
12. Inability to make payments online	Online balance and payments	Online payments
13. Inability to see recommended job matching interests and needs	Recommend job based on interests and needs. Individualized content	Personalization

PAIN POINTS

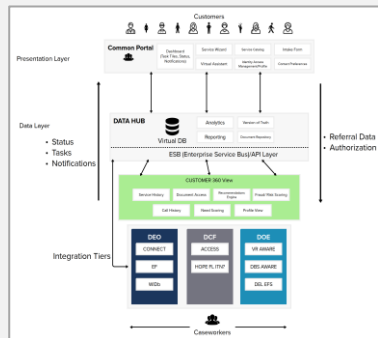


TOM Objective and Approach

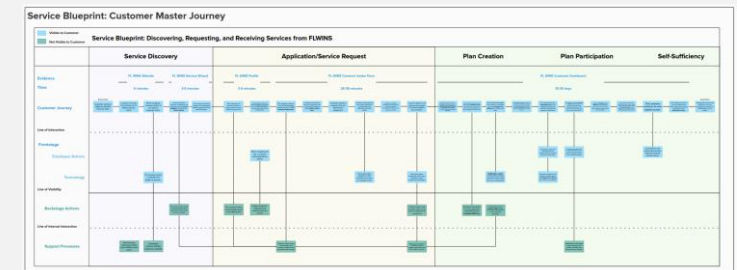


As pain points are analyzed, **themes emerge** that then identify potential features or capabilities in the solution that would resolve those problem areas while maintaining the areas that are currently successful. A **master to-be journey was created** to incorporate those solution features and highlight how the **user's experience**, and associated thoughts and emotions, **improve**.

In the first **Art of the Possible** sessions, the personas, current processes and journeys, and associated pain points were refined by key stakeholders in a series of four workshops. Attendees were then asked to view the master journey through the lens of their assigned persona to **highlight additional features** that may be needed to accommodate the individual needs specific to that customer persona. For example, if their persona was visually impaired, what additional features may positively impact that customer's experience.



As themes evolve and desired features are confirmed, these are aligned to solution components that will enable the **to-be experience**. **Solution components** are overlaid onto the master journey and to-be process to form the **service blueprint**. This helps visualize the relationships between the people, the processes, and the supporting systems (whether physical or technology) that are tied to the master journey.

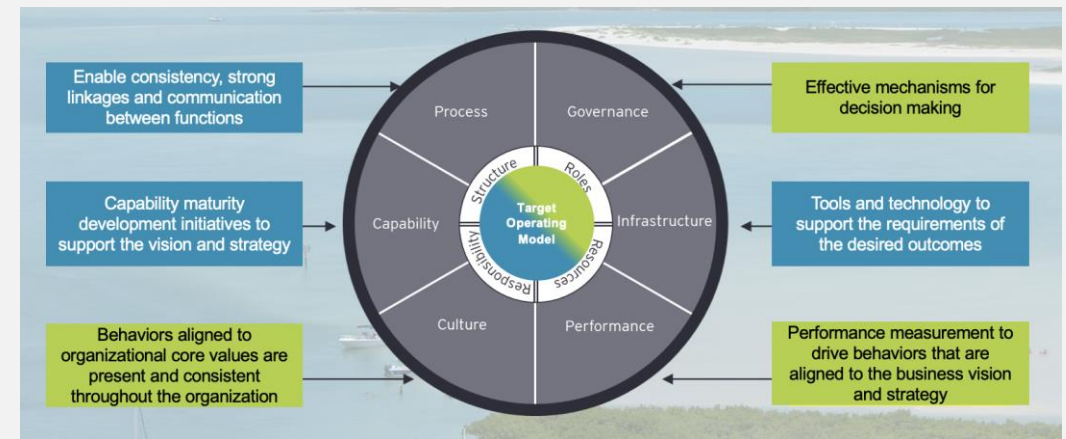


TOM Objective and Approach

Requirements are documented to **elaborate the desired outcome** in the form of statements outlining what the future state solution “shall” do. Requirements at this stage should encompass the features that must be in the future solution to meet the strategic objectives but be flexible enough for solution vendors to provide the **how** related to the implementation of that requirement. A potential visual representation of the requirements are found within the **solution wireframes**. The solution vendor(s) will further elaborate on these requirements, adding the specificity aligning the need to how their solution will meet the requirement, test cases to test the requirements, and traceability down to the developed solution/code.

Service Discovery	Priority
REQ-P-01: FL WINS website shall be optimized for commonly used search engines and have editable content tags for SEO	Nice
REQ-P-02: The portal shall provide guided navigation and user-friendly interactions to customers	Must
REQ-P-03: The portal shall be designed with a responsive layout to ensure accessibility across multiple devices	Must
REQ-P-04: The portal content shall be available in English, Spanish and Haitian creole	Must
REQ-P-05: The portal shall have the functionality to translate to other languages	Nice
REQ-P-06: The portal shall display phone numbers for representatives along with the languages they can speak	Nice
REQ-P-07: The portal shall provide a feedback mechanism, allowing the customers to rate the portal and suggest improvements	Nice
REQ-P-08: The portal shall have the ability to integrate with the service wizard module	Nice
REQ-SW-01: The service wizard shall have a basic information section	Must
REQ-SW-02: The service wizard shall have a financial information section	Must
REQ-SW-03: The service wizard shall have a FL WINS experience section	Must
REQ-SW-04: The service wizard shall have a goals section	Must
REQ-SW-05: The service wizard shall have a challenges section	Must
REQ-SW-06: The service wizard shall have a results section	Must
REQ-SW-07: The service wizard shall provide the customer a list of the services they may qualify for on the results page	Must
REQ-SW-08: The customer shall be able to navigate to the qualified services information page without saving the results	Must
REQ-SW-09: The customer shall have the ability to view the results of the service match	Nice
REQ-SW-10: The service wizard shall have an integrated career aptitude assessment for customers to help find careers that matches their skills	Must
REQ-SW-11: The service wizard shall have the ability to assess employment impacts, other benefits and associated timelines	Nice

All of these previous pieces come together to inform the Target Operating Model for FL WINS, outlining the suggested **how** the future state can be implemented, **who** will support which aspects going forward, and **when** the solution(s) and new functions can be rolled out. It takes into consideration the **processes** that will need to be adjusted, the **capabilities** and **cultures** of the organizations to absorb the change, the **performance** measurement needed to measure expected benefits against results, the **infrastructure** needed to enable the ideal customer experience, and the **governance** needed to manage and make decisions in the future.



In-Scope Programs Overview

The following outlines the programs and services that have been determined to be in-scope through the Discovery phase of the project:

	Named in Contract			Clarified in Discovery						
In Scope	TANF	Division of Blind Services	Other WIOA Programs	HOPE FL	State Rapid Response Program	VR Services for Employment	VR Self-Employment Services	Adult Basic Education and Adult High School		
	SNAP	Division of Vocational Rehabilitation	Reemployment Assistance	Apprenticeship	SNAP E&T	DBS Rahab Center for the Blind and Visually Impaired	VR Supported Employment	Adult English for Speakers of Other Languages (ESOL)		
			Wagner-Peyser	Welfare Transition (TANF) – Work Requirements	Adult and Dislocated Worker Program	TTW SSA Program	DBS Braille & Talking Book Library	Farmworker Career Development Program (FCDP)		
			Migrant and Seasonal Farmworker Services	Work Opportunity Tax Credit Program (EMPLOYER)	Title 1 Youth Program	VR/DBS Deaf, Hard of Hearing & Deafblind Services	VR/DBS Employer Training Services	Veteran Diploma Program		
				Disaster Recovery and Dislocated Worker Grants	Trade Adjustment Assistance Program	VR/DBS Student and Youth Services	Integrated Education and Training (IET)	School Readiness Program		
				Military Family Employment Advocacy Program		DBS Business Enterprise Program	Adult General Education	FCS and Tech College Educational Services		
				Federal Bonding Program		Registered Apprenticeship	GED® Prep	Career and Technical Education		
				Veterans Employment Program		Academic Skills Building (ASB)	High School Equivalency Program (GED® Testing)			
	Out of Scope				Medicaid	Teenage Parent Program		CareerSource (CSF) and other Local Workforce Development Boards* (LWDB's)		

*For the Other LWDB Programs, there may be instances where individual boards have specialized, local programs that are identified to be out-of-scope of the FL WINS program.



FL WINS IV&V INITIAL ASSESSMENT REPORT RELEASE 2
VERSION 100

AUGUST 16, 2023

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Version	Date	Author/Reviewer	Changes/Notes
001	7/12/2023	TVT	Initially submitted draft
002	7/28/2023	Commerce	Feedback to TVT
003	8/2/2023	TVT	Internal review of Commerce comments
004	8/4/2023	TVT	Revision based on Commerce comments and edits
005	8/14/2023	TVT	Clarification of discussion of Change Readiness Assessment Methodology in Section 3.2.8
100	8/16/2023	TVT	Acceptance of changes following Commerce review



1 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The State of Florida Department of Commerce (FloridaCommerce) contracted with Tech Valley Talent (TVT) to conduct Independent Verification and Validation (IV&V) services on the FL WINS Program. FL WINS is a five-year, multi-project initiative being implemented to enact various requirements in the Reimagining Education and Career Help (REACH) Act (14.36 F.S.), passed by the Florida State Legislature and signed into law by Governor Ron DeSantis in June 2021. The REACH Act, which established the REACH Office within the Executive Office of the Governor, “serves to address the evolving needs of Florida’s economy by increasing the level of collaboration and cooperation among state businesses and education communities while improving training and providing for equity and access to a more integrated workforce and education system for Florida.”¹

To provide the citizens of Florida with this improved and more equitable access to available federal, state, and local workforce-related services, the bill tasks the REACH Office with, among other things, creation of a “no-wrong-door-entry strategy” that removes the need for individuals to visit multiple web sites or provider locations.² Implementation of this strategy will be a transformational undertaking for the state, involving creation of a user-friendly consumer portal and the modernization, integration, and coordination of software and services across multiple agencies associated with Florida’s workforce development system. The REACH Office is facilitating and overseeing these efforts, with FloridaCommerce acting as the lead Workforce Partner Agency with fiscal and administrative responsibilities, the Department of Education (DOE) and the Department of Children and Families (DCF) serving as FloridaCommerce’s Workforce Partners (the “core” agencies), Florida Digital Service (FLDS), and the engagement of additional Workforce Partner Agencies, such as CareerSource Florida, Inc., local workforce development boards, one-stop career centers, and Florida College Systems and institutions and Local Education Agencies.

Originally expected to be a single document, the IV&V Initial Assessment Report was intended to be an implementation-readiness report, documenting TVT’s analysis of the program’s foundational program and project management and technical documentation and established processes and providing an initial assessment of the ability of FloridaCommerce and REACH to successfully enable and oversee implementation of the program and completion of all planned deliverables. Ideally, this type of assessment is begun shortly before a project’s implementation vendor is selected and completed shortly after that selection through analysis of the client’s procurement documents, any draft or initial client planning documents, interviews with key stakeholders, the selected vendor’s proposal documents, and any of the aforementioned documents that are updated during negotiations leading to the notice to proceed (NTP). In the case of the FL WINS Program, however, the due date for this Initial Assessment Report was established too early in the program, before typical project/program artifacts are normally available.

Consequently, in October 2022, TVT and FloridaCommerce/REACH agreed that to provide the state with a complete assessment, the IV&V team would create two versions of the Initial Project Assessment Report. Release 1 would be an assessment of the Program at the time of onboarding the Program Management Office (BSTA/WIM Project) vendor, North Highland (NH). Release 2, meanwhile, would be an assessment of the Program’s readiness, in the May/June 2023 timeframe, to procure or onboard the expected System Integration (SI) vendor, depending on the timing of the SI procurement, as well as its preparedness to continue with fulfilling the relevant objectives specified in 14.36(4) and (5) F.S. This approach would give TVT the opportunity to assess the initial governance, program management, business process reengineering, and change management activities as they lay the

¹ HB 1507 Final Bill Analysis, p.11.

² 14.36(4) Reimagining Education and Career Help Act.



foundation for the core IT work of the project, to be led by the SI vendor, and subsequent activities remaining or enabled by SI-vendor deliverables.

As the Program evolved, with contributions from the Business Process Reengineering and Transformative Change Management (BPR/TCM) Project vendor, Ernst & Young (EY), it became apparent that not only would there be no preparation for near term SI-vendor procurement in the May/June timeframe, but that procurement of the SI vendor, itself, was in question. Consequently, TVT and Program Leadership agreed that the core of Release 2 would be anchored around the Program's readiness to move forward from the Conceptual Future State (a detailed vision of what the FL WINS future solution would accomplish, based on engagement with stakeholders, analysis of As-Is systems, and projection of future capabilities) to the Target Operating Model (an implementation-vendor-ready set of requirements and preliminary design documents sufficient for prospective vendors to bid on building the solution and stakeholders to understand what FL WINS would be expected to do).

1.2 SCOPE OF REPORT

Release 2, first, and primarily is a readiness assessment for the Program to move from the Conceptual Future State to the final Target Operating Model (TOM). We assess the state of Program and project management, work processes, and work products that bear on the ability of vendor and state stakeholders to successfully transition from the Conceptual Future State to the draft TOM, with its draft requirements, and then to the final TOM. Second, Release 2 includes an overview of TVT's assessments of work processes and products through approximately the end of June 2023 and their impact on the program. Lastly, Release 2 includes TVT's assessment of lessons that can be learned from the Program's Definition Phase (as defined in the Program Management Plan) through approximately the first six months of its Delivery Phase. It should be noted that the Conceptual Future State is not fully articulated at the time of this writing, nor was it expected to be. However, unless the overall scope and current direction of FL WINS changes dramatically through July and August 2023, the conclusions in the readiness assessment portion of this report should remain valid.

Originally, the scope of Release 2 was expected to cover assessments of Program work products and processes through approximately the end of May 2023, with 6/9/23 being the cut-off date for full inclusion of these assessments in this report. However, a provision was included in the Release 2 Deliverable Expectation Document (DED) allowing TVT to include "meaningful analysis or commentary" on "evidence of significant improvement or deficiency in one or more aspects of the Program" that might come to our attention post 6/9/23. This is what, in fact, happened with the delivery to TVT at the end of June of a set of key BPR and TCM deliverables (referred to in this report as "late-arriving artifacts"). The IV&V project management team agreed that the documents offered evidence of both significant improvements and significant deficiencies bearing on readiness to transition from the Conceptual Future State to the final TOM, and we therefore proceeded with a medium-level analysis, sufficient to identify the evidence most salient for Release 2.

One final preliminary note. In the sections that follow, "TVT" and "the IV&V team" serve as proxies for "TVT's IV&V team," that is, the group of IV&V project managers and analysts implementing the IV&V Project scope of work.

1.3 OVERVIEW OF ASSESSMENTS

1.3.1 Readiness Assessment

Readiness to move from the Conceptual Future State to the final TOM has three broad components:

1. Readiness to proceed with TOM-specific tasks, such as requirements gathering.
2. Readiness to manage the program or the projects through completion of the TOM using standard practices that reduce risks and enhance quality, such as effective stakeholder engagement.



3. Readiness to address areas that will need improvement, or will need solid plans for making improvements, closer to or shortly after the TOM, such as test planning.

It is important to remember that there is a difference between readiness and Program health. Program health, from the IV&V perspective, concerns significant threats to the ability to successfully complete major milestones, projects, or the entire Program. Readiness represents a more micro-level assessment. There is some overlap with health, but the Program can be generally healthy, while readiness to take the next major step is still a work in progress. By extension, if the Program is unready or minimally ready in some areas, that does not automatically mean that the Program is unhealthy.

As described in more detail in Section 3, TVT assessed Program readiness in 12 Program/project functional areas, assigning to each area one of four possible ratings:

- Strong
- Partial and Improving
- Partial and Needs Improving
- Low

In our assessment, the Program overall is partially ready to progress from the to-be-defined Conceptual Future State to the final TOM and improving moderately well. The specific area ratings, which are explained in detail in Section 3, are as follows:

Area	Readiness Rating	Rationale
Scope	Strong	Good understanding of high-level scope, clarifications of objectives and modification of deliverables strong. Strong focus on avoiding scope creep and maintaining scope
Schedule	Partial and Needs Improving	No PMO schedule past 6/30/23, no mature MPS, no MPS SOP
Cost	Strong	Tracking and reporting working well
Quality	Partial and Needs Improving	QMP not mature, Quality Review History absent or not up-to-date on some deliverables, quality review for PMO deliverables going forward not clear, quality review responsibility for EY not clear, ongoing EY quality concerns
Risks and Issues	Partial and Improving	CRAIDL management immature but improving, Issue Management SOP incomplete, risk and issue review pending
Resources	Partial and Improving	Verdict still out on replacement of NH, but reason to be optimistic
Communications	Partial and Needs Improving	Definition of administrative comms process not mature, Comms Plan tracking data needs refinement, no role for private sector partners
Stakeholders	Partial and Needs Improving	Stakeholder analysis key takeaways offer little value, stakeholder mapping problematic, stakeholder change readiness survey has methodological and analytic issues, change management success factor KPIs problematic
Contracts and Vendor Management	Strong	Functioning well, even when faced with difficult choices
Program and Project Management	Partial and Improving	Improvements are promising, but Decision Management Plan not mature, Decision Scoring Matrix problematic, number of artifacts associated with change management confusing
Program Governance and Oversight	Strong	Processes in place and appear to be functioning well
Technical Approach	Partial and Needs Improving	Shifting to focus on customer portal positive, and ITSSWG focus on data governance important, but Data Governance and Management Plan now outdated, ITSSWG Charter has insufficient guidance on how to tell if it is functioning properly, Discovery Report has



		important gaps, Configuration Management Plan immature, Testing Management Plan needs more groundwork to be ready for later buildout
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1.3.2 IV&V Outcomes Assessment

As detailed in Section 4 over the course of the Program, through the end of June 2023, TVT has delivered formal assessment reports on 32 work products and informal assessments of four more work products and processes. Reviews of additional items did not yield reportable comments or questions, and reviews of recently received work products are not yet complete. Through these assessments we have provided hundreds of comments and questions, many of which have yielded improvements to the Program.

1.3.3 Program Lessons Assessment

Throughout the IV&V Project so far, TVT has been internally compiling a list of lessons we believe might be of value to FloridaCommerce and the state. As detailed in Section 5, we suggest the following:

- Practices to replicate
 - Hold firm when a vendor attempts to change the terms of engagement without a valid reason and begin contingency planning for partial or full vendor replacement.
 - Maintain an Agile approach to program development if beneficial.
- Opportunities for improvement
 - Eliminate or better manage the impact of State Term Contract expiration on multi-year project contracts.
 - Don't use the Program Management Plan as the Project Management Plan for the program management project vendor.
 - Improve the definition of expectations and the opportunities for controlling the quality of long-term project execution deliverables.
 - Avoid premature initiation of projects within programs.
 - Provide the IV&V vendor with timely access to project artifacts.

1.3.4 Future Potential Concerns

During TVT's assessment of the Program, we identified a pair of commonly-seen conditions that could generate future risks to the Program:

- Effects of project schedule compression
- Potential constraints on availability of state personnel



2 ASSESSMENT METHODOLOGIES

This section outlines the methodologies TVT's IV&V team used to produce Release 2 of the Initial Assessment Report.

2.1 READINESS ASSESSMENT

For the Readiness Assessment (Section 3), TVT's approach consisted of the following:

1. Define what readiness/preparedness means in the context of the following project/Program areas:
 - a. Scope
 - b. Schedule
 - c. Cost
 - d. Quality
 - e. Risks and Issues
 - f. Resources
 - g. Communication
 - h. Stakeholders
 - i. Contracts and Vendor Management
 - j. Program and Project Management
 - k. Program Governance and Oversight
 - l. Technical Approach
2. Review the April 2023 PgMP (and any mid-month updates), component plan, and Center of Excellence artifact updates for new content applicable to readiness.
3. Review the outcomes of the IV&V analysis of all Program and project work products and processes to date for content applicable to readiness.
4. Review key stakeholder expectations for the Conceptual Future State and how it will be used (note that due to time constraints, the impact of the cancellation of the North Highland contract, and the still-evolving nature of the TOM process, this step was limited to reviewing Program documentation and meeting outcomes).
5. Analyze readiness by Program/project area and overall.

2.2 IV&V OUTCOMES ASSESSMENT

To produce an overview and assessment of the outcomes of TVT's IV&V activities, we did the following:

1. For the Program overall and each project, review the formal and informal IV&V reports and assessments.
2. Identify the most significant observations (comments and questions) submitted; review how Program Leadership, the PMO, and the project teams have responded to those observations; and present a summary of this information by Program/project work process and product.

2.3 PROGRAM LESSONS ASSESSMENT

In presenting an assessment of lesson's the IV&V team suggest be taken from Program activities and events to date, we did the following:

1. Review significant accomplishments and challenges from the Program's Definition Phase through roughly the first six months of the Delivery Phase (the end of June 2023).
2. Document notable actions or conditions that, if replicated, could benefit the Program going forward or future FloridaCommerce projects.



3. Document notable actions or conditions whose avoidance could benefit the Program going forward or future FloridaCommerce projects.
4. Document longer term concerns that could turn into lessons later in the Program.

3 READINESS ASSESSMENT

3.1 OVERVIEW AND CONCLUSIONS

The purpose of this section is to present the IV&V assessment of the Program's readiness across 12 core SDLC areas. This is specifically readiness to take the Conceptual Future State and proceed toward the final Target Operating Module, complete with requirements fully defined in preparation for project work on the technical solution. As explained in the Executive Summary, it represents a snapshot in time, and it is critical that readers understand that if the Program is, at the completion of this report, poorly or marginally prepared in any area, this does not automatically translate into the Program overall being "in trouble" or on a negative path. It simply means that, in the view of the IV&V team, there may be significant work to be done, including work that may already be planned or in its initial phases of execution. As also mentioned in the Executive Summary, throughout Sections 3 and 4 there will be references made to "late-arriving" artifacts. The DED for this report stated that, due to time constraints, items received by TVT for review after 6/9/23 might be given only cursory attention for purposes of the initial assessment. TVT did, in fact, receive a significant number of critical BPR and TCM Project deliverables well after 6/9, but we determined that they were sufficiently important that the value of this report would be markedly reduced with only a cursory review of their contents. Therefore, the IV&V team performed a mid-level content review, and we acknowledge that some details or subtleties of meaning might have been missed in the process. The team will perform more in-depth reviews of these deliverables following submission of this report.

In Section 3.2, we present an assessment of each of the 12 SDLC areas using the following readiness-level coding scheme:

Strong – most or all of the work products and processes in the area are mature relative to the current and immediate future needs of the Program, although there may be a limited number of active or potential deficiencies.

Partial and Improving – the area has some significant deficiencies or a relatively large number of lesser deficiencies relevant to readiness, but these are acknowledged by Program Leadership, and work is underway or in advanced stages of planning to address most of them.

Partial and Needs Improving – the area has some significant deficiencies or a relatively large number of lesser deficiencies relevant to readiness, and although Program Leadership may acknowledge them, work is not underway or is in preliminary stages of planning to address most of them.

Low – the area has numerous significant deficiencies relevant to readiness, and little planning has been done to remediate them to prepare for the TOM.

3.2 READINESS BY AREA

3.2.1 Scope

Readiness Definition: Scope as currently defined is well understood by key stakeholders. State and industry-standard processes to manage scope (in terms of both delivering on the scope and preventing scope creep) are in place and functioning.

Readiness Level: **Strong**



The initial FL WINS Program scope, as documented in the FloridaCommerce Feasibility Study Phase 4 Final Report FINAL and FloridaCommerce Feasibility Study - Phase 5 Schedule IV-B Workforce Systems FINAL guides the Program team members, workgroup members, and program sponsors and executive sponsors. During the Program's discovery activities, the team has clarified objectives through changes that have been well thought out and are appropriate for the mission. More such clarifications and changes are likely, and TVT expects them to receive similar consideration and to continue to be made in the interest of best serving the agencies' customers.

The Program Management Team, PMO, and project managers have been appropriately focused on the activities required to deliver on the scope and prevent scope creep. The process to thoroughly evaluate proposed scope changes and move such changes to change control is robust, and the team follows procedures. Program Leadership also successfully resisted NH efforts to reduce scope as a way for the vendor to control its internal costs.

However, although the key program team members understand the current scope and its implications for the various completed deliverables, the content of these deliverables has fallen out of alignment with each other and with current activities to varying degrees. With the recent changes to PMO staffing, Program Leadership is planning a prioritized effort to maintain Program and project documentation, but the work to ensure that all deliverables accurately reflect the scope is significant and has not yet begun.

It should also be noted that due to recent turnover, it is not clear how well all Executive Steering Committee (ESC) members understand the scope; however, with the next ESC meeting on 7/26, it is expected they will be brought up to speed.

3.2.2 Schedule

Readiness Definition: Schedules are accurate and baselined. State and industry-standard processes for managing schedules are in place and functioning properly. The individual project tasks in the Master Program Schedule are fully integrated, as are external dependencies.

Readiness Level: **Partial and Needs Improving**

Schedule management SOPs and the Schedule QC Checklist Template are thorough, and PMO member performance at Schedule Review meetings run by NH reflected competent handling of the mechanics of schedule management. Following NH's removal from the Program, Program Leadership has designated an experienced team member to be responsible for the PMO and the Master Program Schedule.

TVT received the original, baselined versions of the various schedules at the end of April, but until the recent provision of the late-arriving artifacts, we had only seen current versions in the form of brief glimpses during the periodic Schedule Review meetings. For the purposes of this document, we have not been able to review these revised schedules, but we do not have reason to believe there are any fundamental problems with the BPR and TCM schedules. However, the reason for the low readiness level is twofold. First, as of the termination of the NH contract, there was no published PMO schedule past the end of June 2023. Second, and more importantly, a fully-integrated Master Program Schedule (MPS) was still in process, and efforts to produce a schedule reflecting interdependencies with external modernization projects underway in the workforce partner agencies had only just begun. These are all critical parts of readiness to proceed with future phases. Furthermore, an MPS SOP anticipated for some time in May has not been provided.

3.2.3 Cost

Readiness Definition: State and industry-standard processes for tracking and controlling costs are in place and functioning properly. Costs are currently under control and budgets are set and stable.

Readiness Level: **Strong**



Cost tracking and reporting processes are working well. The PMO is consistently using the expected metrics and doing so in a way that is concise and informative. Program Leadership has taken strong action to control costs by denying NH's attempts to increase its funding to shore up the vendor's internal budget.

A key item still outstanding is that guidance for the Cost Variance Corrective Action Plan is very light. In response to TVT's concern that more details be provided, the PMO said that it would examine the situation more closely as part of a future PgMP update and might create a financial SOP. Given the visibility of a significant cost variance, should one occur, it is advisable to solidify this process before it becomes necessary to use it. It would not be beneficial to have a repeat of the challenges presented by implementing a Project Change Request for the first time with a poorly defined process.

3.2.4 Quality

Readiness Definition: State and industry-standard quality processes are in place and functioning properly. No significant ongoing quality issues are present.

Readiness Level: **Partial and Needs Improving**

The Program and project teams have been leveraging the FL WINS Center of Excellence, a repository of standards, guidelines, templates, and operating procedures based on FloridaCommerce's Project Management Center of Excellence; Florida's mandatory oversight structures; Rule 60GG standards; Sunshine laws; and the REACH office as the foundation for quality management. The TCM and BPR Project Management Plans' details within the quality sections are more robust than the PgMP Quality Management Plan (although they are still not full-featured).

The Quality Management Plan is light in multiple areas. These include processes for performing QA on different types of work products, independence of QA from program/project management, QA standards and metrics, quality audits, quality-focused roles, and instilling quality throughout the Program. Notable is the absence of quality expectations for written deliverables, given the quantity of such being produced. Many written deliverables don't have a Quality Review history, or, based on the history, it appears that the most recent version did not receive a quality review. In the absence of a PMO vendor, it is not clear who will do quality reviews of PMO deliverables independently from the personnel creating them, and it is not clear who is doing quality reviews of EY deliverables.

Prior to North Highland exiting, there were ongoing problems with the quality of PMO deliverables, although the state of the final documents presented to TVT for review was incrementally improving. Much of this was due, however, to most of the recent documents being revisions of those previously reviewed by the IV&V team. Of equal or greater concern are quality issues with written BPR and TCM deliverables from EY. These documents suffer from problems with presentation quality that interfere with communicating their message and problems with methodology and analysis (see sections 3.2.7, 3.2.8, and 3.2.12, below).

The BPR and TCM quality problems aren't pervasive, but they are significant. It is not clear currently whether they are the result of rushing deliverables to meet deadlines, not having the right people writing or reviewing the documents, or both. It is TVT's belief that at least some of the deficiencies can be attributed to the extensive use of PowerPoint decks for these deliverables. Many slides are cluttered and difficult to read due to small font size or poor contrast, and the decks are very long. This goes against best practices for PowerPoint presentations,³ as well as guidelines for accessibility of online content. While internal Program and project documents are not bound by

³ See, for example, <https://www.ncsl.org/legislative-staff/lsc/tips-for-making-effective-powerpoint-presentations>.



Web Content Accessibility Guidelines (WCAG),⁴ making a reasonable effort to follow them demonstrates respect for one's audience and makes it more likely that the content will be read and understood.

At the same time, the content of many of these slides lacks context or explanation due to the absence of narrative, limiting their value for anyone who is unfamiliar with deliberations and analysis that led to the content. One of the deliverables is a Word document that gives the appearance of being hastily created by pasting in slides from a deck and adding narrative in selected locations. Additionally, in all these recently reviewed documents, the Revision History is not up-to-date or is non-existent, and there is no Quality Review History, as there is with deliverables from the PMO. This is a bigger issue than simply how EY presents material within the Program, because the vendor also bears primary responsibility for communicating about the Program with stakeholders.

3.2.5 Risks and Issues

Readiness Definition: State and industry-standard risk and issue management processes are in place and functioning properly. Outstanding risks and issues are accurately and completely documented, with clear plans for management. No associated actions or decisions are overdue without adequate explanations and plans to resolve.

Readiness Level: **Partial and Improving**

Program Leadership is committed to improving all aspects of CRAIDL management, which was immature under North Highland, and intervened on multiple occasions when NH CRAIDL management was lacking. Importantly, a review of Program risks is imminent, as a component of the planned annual review of assumptions, constraints, risks, and issues.

One key unaddressed gap is that the Issue Management SOP stops with issue identification. It mentions the Issue Analysis and Response Process but does not document it. The risk management process also has some gaps, including a tendency to view risks primarily as events or as requiring triggers when they commonly can be conditions, the absence of a permanent Risk Manager, and lack of a methodology or approach to weighing the costs of addressing risks against their impacts.

Additionally, although it is not shared by Program Leadership, the IV&V team is of the opinion that at Program initiation, the risks outlined in the Feasibility Study were not thoroughly examined, nor was it recognized that the constraints and assumptions in the Feasibility Study contained risks that should have been recognized. These omissions may be addressed in the review of assumptions, constraints, risks, and issues mentioned above.

3.2.6 Resources

Readiness Definition: Resource management processes are in place and functioning properly. All staff positions are filled or are expected to be in a timely manner.

Readiness Level: **Partial and Improving**

Given the recent departure of the entire NH team, it would be irresponsible for TVT to declare resource readiness to be strong without at least a few additional weeks of observation. There is reason to be optimistic, however, because core state Program team members are strongly committed to the success of the Program, and all are 100% dedicated to FL WINS. Program Leadership understands the limitations of the team, is actively looking to fill known gaps through multiple paths, and is monitoring for as-yet-unidentified gaps.

There is risk, however, which Program Leadership has documented in RSK0001370, that they will not be able to adequately manage the Program and projects with the current team. Also, despite officially being 100% committed to FL WINS, events within agencies can pull state personnel away from projects, so being heavily

⁴ See <https://www.w3.org/WAI/WCAG21/quickref/>.



staffed with such personnel, whose time cannot be fully controlled by Program Leadership, is a risk. The ability to scale up and down to meet fluctuating staffing needs that a vendor can bring to the table isn't present when the work is being done primarily by state personnel. Beyond this concern, the Resource Management Plan lacks specifics on what level of real or potential schedule impact from resource constraints or resource acquisition delays warrant logging a risk or issue.

3.2.7 Communication

Readiness Definition: Administrative and stakeholder-focused communication processes necessary for the current stage of the Program are in place and functioning properly. Communication processes for the remainder of the Program are defined to the extent possible, are practical, and are likely to be adequate. No scheduled communications are overdue without adequate explanations and plans to resolve.

Readiness Level: **Partial and Needs Improving**

On the positive side, the Communications Plan component of the Change Management and Communications Plan (TCM DEL 10) establishes a strong, needs-based framework for stakeholder-focused communications. Also, the BPR and TCM PMPs have appropriate Communications Plan sections for project administrative communication.

Unfortunately, at the Program level, the Communications component plan refers to the PgMP for details on administrative communication processes, but this content does not explicitly exist in the PgMP. Reporting-related components are in the PgMP, but details about communication needs of various stakeholders, communication methods other than issuance of reports, and roles and responsibilities are missing. This is likely a result of the lack of a PMP for the WIM Project (see Section 5, below, on Program lessons). The PgMP is serving double-duty in some respects, as the management plan for both the Program and the WIM project. However, where a future vendor deliverable, such as the Communication and Change Management Plan (CCM), is expected to describe a core management process that ordinarily would be in a PMP, the PgMP (this includes the component plans) may defer to that deliverable, leaving an administrative-process void.

The CCM (one of the late-arriving artifacts), itself, has gaps in two areas that negatively impact readiness. First, if the final version of the Communications Plan (Figure 8) is going to contain something approximating the fields that are listed (meaning it's going to track both the creation and delivery of communications), it would benefit from enhancement and clarification. It should have an Actual Delivery Date field, there should be status values to account for cancellation and rescheduling, and it should have a field for comments on delays and cancellations. Also, it's not clear to what the Status values in Figure 8 are referring, the creation of the communication or the delivery of the communication. If both, this is not a complete list, and the values are ambiguous. If just delivery, what does "in progress" mean in the context of electronic communications – robocalls in the process of being made?

Lastly, none of the communication planning artifacts mention communications with private sector stakeholders who assist with the delivery of services to customers. These stakeholders play critical roles for some services, such as those provided by FloridaCommerce's Division of Early Learning.

3.2.8 Stakeholders

Readiness Definition: Stakeholder engagement processes are in place and functioning properly. Stakeholders are clearly identified, along with their roles in Program/project success.

Readiness Level: **Partial and Needs Improving**

Stakeholder identification is mature and ongoing, and surveying of stakeholders has begun. State agency stakeholders are engaged and, at a conceptual level, appear to be generally accepting of the need for change and are willing to participate. The concept of a "Stakeholder Engagement Plan" is in at least limited use, a promising



sign of understanding that stakeholders do not primarily exist as groups to be “managed.” The change management approach, including creation of a stakeholder change network is well developed and provides a strong conceptual foundation for the organizational changes needed for the Program to succeed.

On the other hand, initial review of the Stakeholder Analysis document (TCM DEL 6), one of the late-arriving artifacts, has revealed multiple concerns. At a high level, the Key Takeaways (slide 20) add no value to the understanding of Program stakeholders or to readiness to engage with them in the design of a solution. All four takeaways could have been derived through an understanding of how the life cycles of initiatives such as FL WINS work and a review of the Feasibility Study, without any engagement with FL WINS stakeholders.

At a more detailed level, readiness for engagement activities targeted at specific stakeholders/stakeholder groups is unclear due to the structure and implementation of the report. The delivery of the report as a PowerPoint presentation severely limits the ability of the vendor to provide context and explanation for complex topics or graphics, and in this report, this deficiency is most apparent in the two stakeholder mapping slides. In the first of these, Stakeholder Mapping (slide 15), display of the graphic is broken, and with no discussion of its content, the slide has no value in its current state. The second, Stakeholder Mapping and Engagement (slide 16), while a good idea, is dense with information and leaves important questions regarding the placement of stakeholders in specific quadrants unanswered. These include:

- With no DOE interviews having yet taken place, how accurate are the placements of DOE stakeholders?
- What does the Impact variable represent? (Text in the Engage and Inform quadrants refers to stakeholders being impacted *by* the Program, while in the Involve quadrant it refers to stakeholders having impact *in* the Program.) This is a critical distinction if the variable is being used to determine how to interact with stakeholders.
- Why is the DCF CIO not in the same quadrant as the FloridaCommerce and DOE CIOs? Why is FloridaCommerce Executive Leadership not in the same quadrant as DOE and DCF Executive Leadership?
- What is the difference between Program Sponsors and agency Executive Leadership?
- Why are the FloridaCommerce IT Lead and Training PoC in a different quadrant than the DOE and DCF IT Leads and Training PoCs?
- How is it that the IT Leads have a low level of influence in a complex technical implementation program? Is this a problem?

Change Readiness is ultimately a stakeholder readiness issue, and while the participants in the Change Readiness Assessment (TCM DEL 7), another of the late-arriving artifacts, represent a good cross section of stakeholders, and the assessment appropriately uses the ADKAR framework, there are methodological and analytical deficiencies that indicate to the IV&V team that it is not ready to be a useful tool for moving the Program forward. The analytical deficiencies center around the authors of the report conflating belief with reality. People believing that they are ready for something or that they understand something does not make it so. This leads to numerous inferences in the form of Key Takeaways that cannot be validated based on the information presented. These include:

- Awareness (slide 19) – “Participants have a clear understanding that the FL WINS Program is underway and understand how it will impact their team.” The second half of this takeaway is not a valid conclusion from the ratings for “I believe my team understands how the FL WINS Program will impact our roles.”
- Desire (slide 20) – “Participants have a clear understanding of the vision of the FL WINS Program....” Unless the extent of the referenced vision is simply “an integrated system,” this is not a conclusion that can be drawn from participants simply stating they “agree with the vision,” “believe that the development of an integrated system will help meet the needs of our team(s) and customers,” and “see the value” FL WINS offers to the Workforce Partners and others.



- Ability (slide 22) – “...results indicated that participants have the knowledge and training to perform their roles throughout each phase of the Program and in the future.” This takeaway cannot be supported by agreement with statements about feeling they have adequate knowledge and training, understanding key learning requirements, and feeling confident about performing their jobs through each phase of the Program.

The disconnect between some of the takeaways and the underlying questions can also be seen in conflicting takeaways, but these conflicts are never addressed. Eight different takeaways on slides 19, 21, 22, 23, and 24 reflect in various ways participants wanting or needing more information to help them understand the Program and their roles in it that do not support the absolute language of the takeaways discussed in the bullets above. The fact that these apparent conflicts are not addressed in the report indicates a lack of readiness to clearly understand stakeholder views and needs.

Regarding methodology, there are two main concerns. First is use of the mean as a statistical measure to characterize the population. When using a Likert scale, the mean is not a statistically valid way to characterize the population unless the data displays a normal distribution. Absent a normal distribution, it's risky to use the mean as the basis for decision making. Histograms would provide accurate pictures of the various surveyed groups.

The other methodological concern is with the representativeness of the respondents. For each group for which results are reported, the deliverable should include the number of respondents and the total number of individuals in the population, along with a discussion of whether the respondents can be considered representative. This is particularly important because the results reported are expected to serve as a baseline, and if a surveyed group is not representative, it is not clear how it can serve as a valid baseline for future iterations of the survey.

A lesser methodological concern is the use of whole numbers in most of the reported ratings. When using five- or seven-point Likert scales, standard practice is to report results with one significant digit after the decimal point (tenths). It is not clear why only five ratings appear to be rounded to the nearest tenth (all of them being 3.5), while all other ratings appear to be rounded to the nearest whole number.

A final note on the Change Readiness Assessment concerns the Force Field Analysis on slide 32. Without a discussion of its value and context, it does not contribute to the Program's readiness to move forward to the TOM.

The change management portion of the Change Management and Communications Plan (TCM DEL 10), while generally strong in terms of the framework for and approach to organizational change, is concerning in a couple of areas with respect to readiness. First, there is no indication of how the Change Network members will be chosen or what role Program or agency leadership will play in supporting their selection. The narrative on pp.7-8 of the document only describes the work of the network and the attributes of its members.

Second, in Table 1 on p.12, it is not apparent how any of the KPIs are valid metrics for the success factors. Taking each in turn:

- How will TCMO determine whether stakeholders understand the vision? Asking them if they do is insufficient.
- How does the number of meetings attended by change network participants measure the engagement of project sponsors? Are all sponsors change network participants and vice versa? Is attendance both necessary and sufficient for engagement?
- How does the number of stakeholders attending activities measure whether there is a full list of validated stakeholders and whether the TCMO understands the needs of each unique group?



- How does the number of stakeholders reading communication vehicles (assuming that accessing equates to reading, which often is not the case) indicate that the communication strategy and plan is effective and tailored?
- How does the number of impacts mitigated or addressed indicate whether there is a detailed change impact summary with insights from workstreams?
- How does the number of invited stakeholders who attend training measure whether training is reaching the intended audiences? Would it be better to capture the percentage of invitees from each group who attend?
- How does affirmation from stakeholders that they generally feel ready confirm that all identified gaps have been planned for?
- How is successfully meeting target goals the indicator of consistent tracking? If goals are not met, does that indicate tracking has been inconsistent?

This lack of clarity suggests that the Program is not ready to measure TCM success.

3.2.9 *Contracts and Vendor Management*

Readiness Definition: Contract oversight is functioning properly. No significant issues with vendor contracts or vendor management that pose a risk to Program success are present.

Readiness Level: **Strong**

Removal of NH exemplifies proper functioning of contract oversight, as the vendor posed a risk to Program success and was unable or unwilling to mitigate the risk. FloridaCommerce has demonstrated the ability to be flexible with vendors when appropriate and firm when necessary. Program Leadership has also shown willingness to listen to IV&V concerns about vendors and integrate these concerns in deliberations.

3.2.10 *Program and Project Management*

Readiness Definition: The Program and individual projects are managed consistently using well-documented tools and processes appropriate to the system development lifecycle, client expectations, constraints, and relevant environmental factors. Program and project leaders are strong performers and communicators and are flexible enough to adapt as needed to events and accept constructive feedback.

Readiness Level: **Partial and Improving**

Although it is still early in the process, the transition from North Highland to workforce partner management of the Program has brought some actual and significant promise of improvement to program management. The planned workshop to address assumptions, constraints, issues, and risks is promising in terms of bringing the approach to these areas better into compliance with best practices.

It is TVT's hope that this workshop addresses an ongoing concern. Running through Program and project documents, from the Feasibility Study, through the PgMP, PMPs, and charters is a frequent misunderstanding of the concepts of assumptions and constraints. Assumptions are conditions that are believed to hold or are expected to come about and which, if they do not, could or will cause issues for a project (or program). Constraints are conditions outside of the control of a project that are known to hold and that put limits on one or more aspects of a project that must be planned for. Assumptions and constraints are not risks, although the chance that an assumption may be incorrect can be a risk, and an assumption being incorrect can trigger a risk or an issue. The existence of a constraint can create a risk, or it can be an issue if it currently is threatening or will in the future threaten the success of some aspect of a project or of an entire project.

This is most significant in documents produced by North Highland, where poorly articulated assumptions and constraints from the Feasibility Study were uncritically replicated, and least significant in the BPR and TCM



Charters, where the assumptions were appropriately documented (although the constraints were not). Take, for example, this from the PgMP v400 (p.4):

A known constraint is establishing and maintaining a shared vision among the Workforce Partners. This is a critical dependency for the long-term success of the Program, as different visions could arise among Workforce Partners that could hinder the success of the Program. Crucially, Workforce Partners must agree on a shared vision from the start and sustain it throughout the life of the Program and its related projects.

“Establishing and maintaining a shared vision among the Workforce Partners” is not a constraint because it is not a condition that is known to hold true. As phrased, it’s a high-level Program requirement, because the implication is that it’s the Program’s responsibility to establish and maintain this shared vision. Rephrasing as a proper constraint would yield something like “The Workforce Partners are independent agencies that cannot be forced to agree on and maintain a shared vision.” This logically would lead to articulation of a risk: “If the Workforce Partners cannot agree on and maintain a shared vision, this would threaten the success of the Program.” What follows from there would be a plan to address the risk.

Another area of concern is that the Decision Management Plan is not mature, and its documented process isn’t aligned with the Decision Management SOP. Together they do not include all the roles (for example, no decision owner or decision maker roles listed). No discussion of the specifics of the Decision Log.

Also, the Decision Scoring Criteria matrix details for Schedule and Quality at Low, Medium, and High are problematic. The table below excerpts the details in question.

	Schedule	Quality
Low Impact	Little impact to project schedule	Limited quality impact
Medium Impact	Moderate schedule impact	Moderate quality impact
High Impact	Schedule and deliverable submission dates will shift	Impact to quality noticeable

For High Impact under Schedule, the definition is “schedule and deliverable submission dates will shift.” The problem is that for there to be any schedule impact, dates must shift. Therefore, is the table saying that for the impact of a decision to be Low or Medium, any schedule date can shift, so long as all deliverable submission dates remain the same, and as soon as one submission date shifts, regardless of by how much and in which direction, the decision impact must be rated as High? If this is correct, is there a number or percentage of non-submission dates that must shift, and shift by a specified amount, for the decision’s impact to move from Low to Medium? Regarding Quality, taking the matrix at face value, it’s only at High Impact that a decision’s effects become noticeable. This begs the question, is a decision’s impact on quality real, or does the impact matter, if it cannot be noticed? If the answer is yes, then the PgMP should explain how.

Stepping back, the number of documents associated with change management is confusing. The change management SOP is an improvement in that it includes more details on the applicable CRAIDL Log fields than do other documents. However, it doesn’t have an early step to determine the type of change (scope, cost, etc.) and route analysis and decision making accordingly, so it can’t be directly followed in real life. It’s also not clear how the System Change Management Plan interacts with the other documents, and the plan itself is confusing.

3.2.11 Program Governance and Oversight

Readiness Definition: Governance processes are in place and functioning properly. External entities responsible for oversight are receiving the information needed to perform their duties.

Readiness Level: **Strong**



The Program governance process is established, documented, and appears to be functioning properly. Although the presentation of the governance process in documents could be improved, it's understood by the key stakeholders and is being followed. Oversight is less well documented, but the required reports are being completed consistently and accurately, Florida Digital Services reengaged with the Program in the spring of 2023, and the Contract Oversight Team is functioning.

It is worth mentioning, however, that between the first Executive Steering Committee meeting in December 2022 and the second, expected for July 2023, there was a complete turnover in voting membership, except for the chair. If the Program were to need to escalate issues or decisions to the ESC on a more regular basis as more substantive work ramps up, this level of turnover could result in deliberative delays, as new members need to be brought up to speed between meetings.

3.2.12 Technical Approach

Readiness Definition: Development of the technical solution is on target. Technical challenges that transcend solution specifics are well documented, and processes for addressing them are in place and underway.

Readiness Level: **Partial and Needs Improving**

Focusing the technical solution around the customer portal was a positive move because it shifted the terms of the technical discussion to a focused solution as the default, rather than the default being a fragmented procurement of a heterogeneous solution. There's nothing inherently wrong with wanting to integrate "best of breed" components into a unified solution, and this could be the outcome of the customer portal focus, but trying to procure and implement them as separate projects creates a risk of ending up with excellent components that don't integrate well, unless there is a unifying technical vision and very strong integration.

While in many ways it's too early to assess the program's technical approach in any detail, one area of particular concern is data governance. To its credit, the IT Shared Services Workgroup (ITSSWG) recognized the importance of data governance, and the PMO made an incremental step in a positive direction with the realization that the original meeting cadence for the WG and for the focal areas was inadequate to provide the necessary guidance to the TOM process. However, the necessary focused, steady leadership on this critical topic hasn't been present, and there has been little apparent action on any other areas within the WG's purview. An initially weak Data Governance and Management Development Plan has been significantly improved, but it is built around the assumption of a strong Data Governance Workgroup or sub-group or a separate Project and does not account for either the move to a lower-visibility focus area within the ITSSWG or the shift to a single Customer Portal Project as the technical solution focus. In addition, the plan's risks section is not robust in that it identifies two rather generic risks and does not provide details on consequences.

Compounding this is an ITSSWG Charter that fails to provide guidance on how to tell if the WG is working. Following the Charter, the WG can only be judged based on how the Program turns out in the end, not on the efficacy of its internal functions and its interactions with other Program groups.

Also related to readiness of the technical approach, Part 1 of the Discovery Report (BPR DEL 4), another of the late arriving artifacts, appears to represent a strong start, but it has some significant gaps that negatively impact readiness. First, and this is acknowledged in the report, as of its completion, there are multiple outstanding technical information gaps at all three Workforce Partner agencies. Second, there are no documented lessons learned from previous projects. According to the report, this is due to no lessons-learned documentation having been discovered. During orientation sessions in the fall of 2022, each agency was asked to provide lessons learned from previous projects. If there are no documented lessons learned from recent IT projects at any of these agencies, this potentially represents a widespread failure to meet a portion of Rule 60GG-1, with implications for the readiness of any of these agencies to participate in the implementation of complex projects. Leaving aside this concern, if such documentation does not exist, it would be incumbent upon the BPR vendor to use interviews or



questionnaires to attempt to discover other sources of institutional knowledge among agency personnel that could provide lessons-learned information.

Beyond this, the Configuration Management Plan is not in a state to be useful. It has no roles and responsibilities section, does not place CM in the context of state or agency practices, and has unnecessary sections (Sections 1.1 and 1.2, architecture description, discussion of testing tools). Configuration management planning should be on the agenda of the ITSSWG and possibly also be part of technical discovery. If ServiceNow will be used as the configuration item (CI) data store, planning should be starting soon, and regardless of what tool will be used, the types of items and metadata to be maintained in the Configuration Management Database will be a driver for determining when planning needs to begin.

Finally, the Testing Management Plan, while not necessary for completion of the TOM and improved over the first iteration, has some distracting quality issues and what appear to be significant gaps in coverage, including testing in an Agile environment, compliance testing, and data-related tests, such as conversion and data integrity testing. Planning to remediate the plan, by identifying such gaps and the information and resources that will be needed to close them, will make the Program much better prepared for procurement and implementation.



4 IV&V OUTCOMES ASSESSMENT

4.1 WIM PROJECT AND OVERALL PROGRAM

4.1.1 Formal Report Outcomes

4.1.1.1 BPR/TCM RFQ Review

TVT's report consisted of 22 questions regarding the substance of the RFQ. Program Leadership responded to all questions, either in writing or during meetings. The primary outcome was increased understanding by the IV&V team of the RFQ, the expected contract(s), and FloridaCommerce's procurement process. The questions also resulted in the following outcomes for FloridaCommerce:

- Understanding of the need for attention to clarity when adopting vague language from other sources.
- Need to clarify weekly update requirements in the contract.
- Need to clarify in the contract language regarding minimum survey response rates.
- Need to clarify in the contract the deadline for the TCMO Monthly Reports.
- Need for precision in contract terms in the future to avoid the appearance of unintentional contradictions between fixed price and time-and-materials provisions.

4.1.1.2 CRAIDL Review

TVT performed an initial analysis of the North Highland pre-ServiceNow CRAIDL template and exports of selected fields from the ServiceNow CRAIDL Log made on 12/7/22, providing 31 questions and comments on 12/20/23. At this time, TVT did not have access to the CRAIDL Log. North Highland responded to TVT's questions and comments on 1/20/23, many of the responses referring to differences between the template and the implementation of the CRAIDL Log in Service Now. In January 2023, TVT received access to the CRAIDL Log in ServiceNow and added a new comment and a new question, plus four follow-up questions and eight follow-up comments. Approximately a dozen of the original comments and questions were rendered moot by the transition to ServiceNow. Outcomes from TVT's assessment included the following:

- NH agreed to review Risk Log items "to ensure the appropriate level of data is added."
- NH identified three items that would be discussed with the PMO as possible future enhancements.
- NH identified six items that could be discussed with the PMO as possible future enhancements and one that could be evaluated to align definition with use.
- NH agreed to remove Lessons Learned Log entries that did not add value (there was no follow through, and the entries remain).
- NH agreed to review the labeling of the Lessons Learned "Situation" field (it remains unchanged).

It should be noted that TVT pointed out the extremely limited nature of the available fields in the Lessons Learned Log in December 2022 and February 2023 and how this would make it difficult to identify and track different types of lessons. In June 2023, after IV&V staff reiterated this in a CRAIDL meeting, the NH Program Manager concurred and directed his team to address the concern.

4.1.1.3 Program Template Review

In January 2023, TVT reviewed the DED, Task Order, and Schedule templates, providing 23 comments. FloridaCommerce agreed that the DED template should be improved, but that has not been done to date.

4.1.1.4 Program Management Plan Review

On 1/13/23, TVT provided 26 questions and comments on the first five sections of the PgMP. FloridaCommerce responded to 10 of these, with two of those responses indicating that the material in question would be in the full PgMP or one of the component plans and seven indicating that the material was likely based on the Feasibility Study. On 3/14/23, TVT expanded the assessment to 21 comments and 17 questions, after having reviewed v010



of the full PgMP and closed out two comments and two questions. NH responded to all the comments and FloridaCommerce to most of them, and NH responded substantively to three of the questions while marking the rest of them for review. Outcomes from this assessment included:

- NH clarified, added, or deleted content in response to sixteen of TVT's items.
- NH deferred six items to the anticipated annual review of assumptions and constraints in June or July.
- NH disagreed with and took no action on TVT's comment that there was no added value in including an assumption that all work would be completed according to the schedules and dependencies would be proactively communicated and managed.

4.1.1.5 *March 2023 OWP Review*

TVT reviewed the March 2023 OWP at the beginning of April, providing four comments and two questions, none of which were critical. We have not received any OWPs since, so we are unable to determine the impact of our assessment.

4.1.1.6 *PMP Template Review*

In mid-April TVT reviewed the Project Management Plan template and provided 18 comments and nine questions. FloridaCommerce did not respond directly to this assessment but provided relevant feedback while responding to IV&V reviews of PgMP component plans. The quality of the template is reflective of quality problems with initial versions of similar documents from NH. If it is to be used going forward, its internal errors, gaps, and inconsistencies should be addressed.

4.1.1.7 *PgMP Component Plan Reviews*

During March and April 2023, TVT reviewed the 21 then-existing component plans. Most or all of the reviews included comments covering the following deficiencies:

- Cover pages were numbered page i, although the number was not printed in a footer. Accepted practice is to not number the cover page of a document unless it contains the start of the narrative or content such as an abstract or executive summary, in which case it is considered the title page.
- Exhibit captions were displayed below the exhibits rather than above, which was FloridaCommerce's request.
- Internal reference errors stemming from a problem with the conversion of the original Word documents to PDF.
- "Orphan" section headings, for example, a section 1.1 without a 1.2. It is accepted practice to avoid such orphan headings.

For the most part, NH corrected these deficiencies in later versions of the component plans. In the sections below covering each of the component plans, we will not be including these formatting and style deficiencies in our enumeration of comments and questions. When we write "TVT provided [x] additional comments," this means we provided that number of comments beyond any dealing with the deficiencies listed above.

4.1.1.7.1 *Component B Artifact Management Standards*

TVT provided two additional comments and six questions. NH in response to the comments made one correction and declined to address the other, indicating that it may do so in a future version. None of the questions were addressed. The most important of these left some aspects of the document review/QA process unclear and no guidance on processes for non-Word MS Office documents.

4.1.1.7.2 *Component C Communication Plan*

TVT provided three additional comments, two of which NH addressed with revised wording, including clarification that this component was not intended to address administrative communications necessary for running the Program and projects. NH, with the support of FloridaCommerce, determined that the third comment, which



noted that the plan contained no explicit reference to two-way communication channels, did not need to be acted on, as such channels were implied in the document.

4.1.1.7.3 Component D Configuration Management Plan

TVT provided three additional comments and five questions. NH addressed the three comments, adding content covering minimum necessary fields for all CI items, accounting for cloud-based assets, and tracking relationships between CIs. NH did not address any of the questions, the most important of which is whether the document should have a roles and responsibilities section.

4.1.1.7.4 Component E Data Governance and Management Development Plan

TVT provided two additional comments and three questions. NH addressed both comments, most importantly by separating the assumptions, risks, and dependencies into separate lists, rather than leaving them mixed in a single list in no particular order. NH assigned the questions and indicated the intention to address them, but this was not accomplished in the subsequent version of the document. Consequently, the plan still does not adequately account for the merging of data governance into the ITSSWG, does not explain how data discovery activities will reduce time and effort for stakeholders, and leaves in place apparently contradictory language concerning the management of similar data elements in different agencies.

4.1.1.7.5 Component F Decision Management Plan

TVT provided seven additional comments and three questions. NH addressed all the comments with revised language, although in one instance that language appears in the Decision Management SOP. The questions were not addressed, however, leaving some ambiguous language and no information concerning the responsibilities of the decision owner.

4.1.1.7.6 Component G Financial Management Plan

TVT provided three additional comments and two questions. NH addressed all three comments. For one of these, a request for more details around the Cost Variance Corrective Action Plan, the response was that the PMO would look at this for a future update and might prepare a Financial Management SOP. To our knowledge, this has not occurred. NH did not answer either question, but neither is high priority.

4.1.1.7.7 Component H Issues Management Plan

TVT provided six additional comments. NH addressed all six (declining to make the suggested change in one instance), resolving ambiguity and information gaps with additional language, including clarifying the processes for discussing issues, approving issue resolution plans, linking issues to other CRAIDL items, and escalating issues.

4.1.1.7.8 Component I Knowledge Transfer Plan

TVT provided three additional comments and one question. NH responded to all three comments, providing additional language to clarify the purpose of the document and the expectations of individual project vendors. The question about whether omission of a roles and responsibilities table was intentional, was not answered.

4.1.1.7.9 Component J Lessons Learned Management Plan

TVT provided seven additional comments and four questions. NH addressed all the comments but not completely. Changes successfully clarified the management process and participation in lessons learned meetings, but assertion that language had been added to refer readers to the Lessons Learned SOP was not accurate, the plan and the SOP are still not in sync, and NH claimed that no action was necessary to include a step to verify that lessons are implemented correctly and having the intended effect. Regarding the latter, approximately two months later in a CRAIDL Review meeting, TVT and Program Leadership reiterated the need for such a step, and the NH Program Manager concurred.

NH addressed one of the questions, adding, per the PMBOK, a survey of team members for lessons learned prior to major lessons learned meetings. Unaddressed were important questions about the accuracy of documented



responsibilities of the project team, whether there is any role for the client in the lessons learned process, and whether the process accounts for lessons applicable to the actions of state personnel.

4.1.1.7.10 Component K Organizational Change Management Plan

TVT only provided one question, asking what the purpose of the plan is, given that it appears to be a variant of the TCM vendor scope of work. NH responded with the suggestion to consider archiving the document and replacing it with the Change Management and Communication Plan. The subsequent version of the plan featured minor edits, leaving the document simply as an enhanced version of the TCM scope of work. As such, its contribution to the Program is unclear.

4.1.1.7.11 Component L Procurement and Contract Management Plan

TVT provided four additional comments and 13 questions. NH addressed all the comments, but some of them only partially. Fixed were failures in the initial version to identify the applicable state laws and to note that an oversight team had already been created, as well as some of the extensively used passive voice. Not fixed was a shift in the middle of the document from presenting itself as the Procurement and Contract Management Plan to a management plan specific for each procurement. NH explained that this was because the plan was written “as something of a placeholder,” pending clarification of the nature of future procurements and recommended that further modifications not be made and that FloridaCommerce’s Procurement Strategy and Contract Management SOPs be adopted and adapted. Pursuant to this recommendation, the TVT questions, which sought extensive clarification of the document, were not addressed.

4.1.1.7.12 Component M Project Change Management Plan

TVT provided 14 additional comments and 13 questions. NH addressed all the comments, resolving 13 of them to clarify the change management process and remove ambiguous language. The unresolved comment relates to longstanding TVT concerns about the validity of the Low, Medium, and High schedule and quality impact metrics in the decision scoring matrix (see Section 3.2.10, above). NH deferred acting on this comment, pending further discussions. NH addressed only one of the TVT questions seeking to clarify the language in the plan and the change management process itself. The addressed question concerned whether a PCR form exists beyond the Request Change Log in the CRAIDL and suggested documenting the process for entering PCR information into ServiceNow, and the response from NH was asking whether ServiceNow needs to be enhanced.

4.1.1.7.13 Component N Quality Management Plan

TVT provided three additional comments and two questions. NH resolved two of the comments, providing details of QA policies and procedures and QC activities. The third comment, regarding quality planning elements, was not addressed because a typo in TVT’s assessment document confused NH. NH requested a state review of TVT’s question about whether a Quality Manager role should be created, but TVT is unaware of whether this review happened. Finally, NH indicated it would assign someone to consider TVT’s question about a detailed plan for quality process improvement.

4.1.1.7.14 Component O Requirements Management Plan

TVT provided eight additional comments and seven questions. NH addressed all but one of the comments, leaving a graphic with difficult to read white text on pastel backgrounds. Resolved items related to expansion of the identified roles and responsibilities, updating status values and descriptions to reflect common requirements management workflow practice, clarifying the language around requirements prioritization, and placing responsibility for clarification of the System Change Management Plan and the Change Control Board with the ITSS Workgroup.

NH did not address any of the questions beyond indicating that they would be reviewed and assigned. This leaves unclear whether the requirements analysis, elicitation, and validation processes will be elaborated elsewhere; the distinction between a business owner and a technology owner; whether the content of each requirement must be unique; and the definition of a “consistent” requirement.



4.1.1.7.15 Component P Resource Management Plan

TVT provided seven additional comments and six questions. NH resolved all the comments, correcting numerous typographical errors, and extensively clarifying roles and responsibilities. Only one question resulted in a resolution, removing an erroneous reference to an Enterprise Resource Pool. The remaining questions, primarily seeking clarification of important but non-critical details of resource management, were assigned but never addressed.

4.1.1.7.16 Component Q Risk Management Plan

TVT provided 14 additional comments and six questions. NH addressed all the comments; however, it did not act on half of them. In four cases this was due to the risk model and terminology, which TVT has found to frequently be ambiguous or imprecise, being adopted from the RA Modernization Project. Where it did take action, NH added reference to the Risk Management SOP, revised language to remove the unstated assumption that all risks have discrete triggering events, removed probability-based descriptions of certain schedule and quality impact levels and replaced them with consequence-based descriptions, added language to make clear that all low-impact descriptions could include zero impact, made clear that all risks are to have documented response plans, and added language confirming that risk acceptance can be the chosen response if other options are too expensive or difficult to implement.

NH addressed all but two of the questions, these being why a risk owner is considered optional when standard practice is to assign an owner to each risk and how and to whom the PMO reports on certain project risks. To the question about whether a Risk Manager would be assigned, given the 60GG-1 recommendation that this be done at R&C Category 4, NH responded by identifying the de facto Risk Manager. However, the Risk Management Plan should still address the need for a Risk Manager. In response to the question of where the Risk Response Plan is recorded, NH suggested renaming the ServiceNow “Mitigation Plan” field to “Risk Response Plan” (this would be more accurate). Finally, NH agreed with TVT’s questioning of the use of “risk occurrence” language to describe when a risk response plan is put into effect (risks don’t need to “occur” for a response plan to be activated), but no changes were made to the document.

4.1.1.7.17 Component R Schedule Management Plan

TVT provided 12 additional comments and three questions. NH addressed all the comments but in four instances declined to act. One of these instances involved a valid alternative perspective on work breakdown structures, two involved pointing to the Schedule Quality Checklist for information, and no explanation was provided for the request for schedule management metrics to be referenced in the Quality Management Plan. Resolved comments included updating the Project Manager’s responsibilities to include more of those related to schedule management and fewer generic ones, adding resource leveling/capacity management to the list of activities, splitting the “Assign resources to project subtasks” step into multiple steps, and removing reference to using schedule performance data during schedule development (when data would not yet be available).

Two of the questions, the first regarding whether the PMO will be available to assist project teams with estimation and whether project teams must document their estimation methods, and the second inquiring about the practicality and utility of the requirement to meet with all stakeholders when setting the initial project baseline, were not addressed. The third, requesting a justification for using the non-standard limits of 40 hours of effort and five business days for discrete tasks, was not immediately addressed, but shortly thereafter the PMO acknowledged that this limit did not follow standard practice and adjusted it to the more typical 80 hours/10 business days.

4.1.1.7.18 Component S System Change Management Plan

TVT provided seven additional comments and nine questions. NH resolved all the comments except one regarding poor resolution of the System Change Control Process diagram. The changes involved clarifying the nature of the document as a work in progress, improving the workflow definition, and correcting typographical and formatting errors. NH did not respond to any of the questions, although one was assigned. Key open questions concern:



- Lack of a roles and responsibilities table
- Clarification of what matrix is being referred to in the process step “Change meets minimum threshold on defined matrix”
- Clarification of the presence of detailed risk-related steps in the change request logging and evaluation and planning sections of the process
- Clarification of steps dealing with the Request for Change (RFC) form
- Lack of definition of the RFC form fields

4.1.1.7.19 Component T Testing Management Plan

TVT provided 12 additional comments and eight questions. NH addressed all but three of the comments. One comment did not seek a change to the document but advised that a release management plan be created, given the number of proposed environments (six). NH agreed that such a plan may be necessary and proposed taking up this and the number of environments with Program Governance “once a solution is designed.” The unaddressed comments all related to a heading number formatting error that spans numerous sections across four pages of the document. TVT has subsequently diagnosed the cause of the problem and will share it with the new PMO team when it’s ready to revise the document. In response to the other comments, NH clarified the roles and responsibilities table, updated the in-scope system list, clarified language in the Test Approach and Readiness Reviews sections, and corrected the scope of Section 508 testing.

NH did not address or assign any of the questions. These questions cover important topics, such as:

- Testing in Agile or hybrid environments
- The purpose of the document’s Risks section
- Whether validation of user documentation belongs in the Testing Management Plan or the Knowledge Transfer Plan
- Clarification of the list of types of tests
- Whether the exhibit of testing types includes all necessary compliance testing and whether it should include data-related testing, such as data conversion and data integrity

TVT understands that the Testing Management Plan does not need to be completed prior to or shortly following approval of the TOM. However, going into the TOM, it would be advisable to have a solid understanding of the types of real customer data (particularly PII and PHI) that may be used in testing, the kinds of testing that will be carried out, and who the testers will be. This information will help in ensuring that requirements are testable and in determining whether special access or permissions to test certain types of data will be needed.

4.1.1.7.20 Component U Stakeholder Management Plan

TVT provided two additional comments and one question. For the first question, regarding the need for additional details on agency and PMO interim responsibilities (while waiting on the TCM vendor’s Change Management and Communications Plan), NH requested the state’s guidance, and one of the state program managers responded by adding bullets. For the other question, regarding the need for details of stakeholder engagement activities to be carried out while waiting for the Change Management and Communications (CCM) plan, NH indicated it was “disinclined to invest more time on this interim document” and deferred to the state, which did not respond. It should be noted that it took another two months for the CCM to be approved, meaning the Program operated without detailed approved plans for engagement with stakeholders until mid-June 2023. The one question asked whether annual readiness assessments would be sufficient to provide actionable information at the right points during the Program. NH responded with a request for confirmation from EY that a task order would be required, but we are unaware of whether there was a response.



4.1.2 Informal Report Outcomes

TVT has periodically provided FloridaCommerce with informal IV&V reporting, typically via email. Some of this reporting has been in response to specific requests, while in other cases it has been delivered in instances where the number of comments and questions doesn't warrant a formal assessment document. This section outlines such comments and questions for the WIM Project, focusing on those that a) we did not later include in a formal report or b) subsequently shown to be redundant with a direction in which Program Leadership was already going.

4.1.2.1 CRAIDL Log Issue Descriptions

In early February 2023, following a CRAIDL review meeting, TVT informed Program Leadership that two issues discussed in the meeting were worded more like risks. Program Leadership concurred and reflected on this being an indication that the CRAIDL process still had room for improvement.

4.1.2.2 CRAIDL Review Meeting Feedback

In early March 2023, Program Leadership requested input from TVT on the format of the CRAIDL meetings. The IV&V Team provided the following advice:

- Low impact, low probability risks need not be reviewed at each weekly meeting but instead be reviewed monthly or when a change occurs.
- If a risk is logged outside of a CRAIDL meeting, as much of the data as possible should be filled out at that time and not held for the next CRAIDL meeting.
- Don't use CRAIDL meetings to update minor details in the risk log that can be handled via email or phone.

Program Leadership accepted this advice and communicated it to the PMO.

4.1.2.3 WIM Deliverable 3 DED v200 Review

In the context of ongoing challenges with NH performance, TVT provided FloridaCommerce with four comments on v200 of the WIM Project Deliverable 3 DED, noting the following:

- The DED does not address expectations for seven work products identified in the Deliverable 3 task order.
- The DED does not address expectations for the day-to-day administration of the PMO.
- The DED does not include changes that were recently made to weekly and monthly reporting.
- The DED contains little in the way of submission and acceptance criteria for work products and processes.

Program Leadership concurred with these concerns but expressed its opinion that the primary issue has to do with the vendor's human resources management, as opposed to the contractual infrastructure.

4.1.2.4 Hybrid Agile in Schedule Management Plan

TVT asked four questions associated with the discussion of hybrid Agile in the Schedule Management Plan PgMP component. The presentation of Agile/Scrum in that plan is non-standard to such an extent that in some ways it cannot be considered legitimately Agile, and it's certainly not Scrum. In a follow-up discussion, Program Leadership concurred that the presentation of Agile, which they believe had been created by a waterfall-oriented NH team, is not reflective of FloridaCommerce intentions or expectations and would be corrected.

4.2 BPR AND TCM PROJECTS

4.2.1 BPR Deliverable 3 Tools and Standards

TVT provided six comments and 16 questions, all of which collectively contributed to the IV&V team's concern about the quality of EY's written work products received after the vendor delivered its Project Management Plans. FloridaCommerce has not responded to any of these items or passed them on to EY. Areas of concern or uncertainty include:



- Basic style and typographical errors that should have been caught in pre-submission document QA, such as including the cover page in page numbering, using Arabic rather than Roman numbering for the table of contents, referring to “SWAT” rather than “SWOT” analysis, including graphics that require zooming 150-200% to be legible, and absence of an informative footer.
- Absence in the deliverable of items included in the DED – opportunities to leverage existing and planned assets, identification of challenges and barriers, use of focus groups.
- Whether there should be a discussion of standards in a tools and standards document.
- Whether there should be a discussion of how requirements will be captured or how this document relates to the Requirements Management Plan.
- Whether business rules from As-Is systems are to be captured and how.
- How key journeys will be identified and whether there are any risks associated with selecting a limited number of journeys.
- What the term “technical limitations” means.

4.2.2 BPR and TCM Charters Review

TVT provided seven comments and 15 questions, which, like those associated with the Tools and Standards deliverable, contributed to the IV&V team’s concern about the quality of EY’s written work products received after the vendor delivered its Project Management Plans. Areas of concern or uncertainty include:

- Why there is significant duplication in the projects’ in-scope, out-of-scope, risks, and assumptions sections.
- Lack of attention to requirements development in the BPR Charter.
- Risks, assumptions, and constraints with imprecise wording or unclear meaning or significance.
- Lack of project-specific success criteria.
- Why the TCMO Operations Manual is missing from the breakdown of deliverables in the TCM Charter.
- Why it is necessary to say that execution of other projects is out of scope for these projects and why both require an assumption that activities outside of the BPR and TCM workstreams are out of scope.



5 PROGRAM LESSONS ASSESSMENT

5.1 PRACTICES TO REPLICATE

5.1.1 *Holding Firm with Vendors while Planning Ahead*

A typical problem with fixed-price contracts is that a vendor will discover that it has underestimated the complexity of the contracted tasks or the time needed to complete deliverables and responds by attempting to reduce scope, increase its fee, or use less experienced personnel. In such situations, the client often feels compelled to negotiate to keep the project on track. However, if the project has not been sole-sourced with proprietary technology, and the client is not at fault, there are almost always alternatives. In the case of FL WINS, FloridaCommerce, with REACH's support, demonstrated that with proper planning and sufficient resources, the risks to the project (in this case an entire program) from this kind of vendor behavior can be managed. With hindsight, we can see that FloridaCommerce managed its way through the challenge (so far) by means of the following:

- Situational awareness – Early in the WIM project, Program Leadership recognized work quality and personnel concerns with NH. Even while attempting to work with the vendor to mitigate the risks, Program Leadership remained vigilant, gathering its own observations and those of the IV&V team.
- Adequate staffing – The importance of the Program to the state, the significant funding level, and executive support allowed Program Leadership to gradually assemble a team that was reasonably sized, had a core of highly-experienced and committed personnel, and, perhaps most importantly, was at or near full-time dedication to the Program.
- Adequate time – The Program, while operating under a federal-funding sunset, has not faced the kinds of time compression that create a sense of urgency and constrain flexibility.
- Planning for the worst-case scenario – This refers to planning for the worst plausible scenario in a situation, and for FL WINS Program Management, that was loss of the PMO vendor. When Program Leadership began recognizing that providing NH with opportunities to improve might not work out, it began planning by exploring the likely options – using existing personnel, complementing existing personnel with staff augmentation, and re-soliciting for a replacement vendor.

5.1.2 *Agile Approach to Program Development*

Beyond anticipating using an Agile methodology for technical solution implementation, Program Leadership has taken an agile approach to development of the Program as a whole. This does not mean adopting a defined methodology, but rather embracing an experimental stance focused on learning what will work and what will not through directed trial and error. It means that while Program goals remain stable, there is flexibility in individual project objectives and the specific deliverables needed to meet those objectives. This does not imply an “anything goes” approach, as actions still must be documented, decisions based on evidence and standards, issues addressed using logic and experience, and risks managed rigorously. This approach has allowed the Program to grow from the theoretical confines of the Feasibility Study and adapt to the realities of creating a complex, multi-agency solution.

5.2 OPPORTUNITIES FOR IMPROVEMENT

5.2.1 *Terms Contracts and Multi-year Projects*

Having a state term contract expire when there will be more than a year left on a multi-year project contract risks disrupting both the vendor and the agency if the vendor's project contract can only be extended for a year. Even if there is no meaningful risk of the vendor being replaced, having to re-issue and respond to the solicitation is a time-consuming distraction. Given that term and project contract end dates are known, the straightforward lesson is that term contracts should allow for any statements of work under contract to an agency to remain valid,



including required periodic renewals, regardless of whether the underlying term contract expires. If the project contracts must be renewed annually, it would also be sound practice to allow the contracts to be renewed through the end of the project. Doing otherwise introduces the unnecessary risk of losing a vendor whose performance is acceptable and incurring the avoidable cost of bringing on a new vendor. If state laws and regulations dictate that these practices cannot be changed, vendor contracts should clearly state the date at which the contract is no longer renewable and must be rebid, and the date the contract is at risk of termination due to expiration of the applicable state term contract; and procurements should clearly indicate any contingencies on the project duration.

5.2.2 Project Management Plan for Program Management Project

In the FL WINS Program, the program management project (WIMS) did not have its own project management plan. The Program Management Plan served double duty as the de facto WIMS PMP, and this turned out to be problematic because significant portions of the PgMP were, and some still are, serving as placeholders for future deliverables from other projects within the Program. Thus, the WIMS Project operated for well over six months without communications, stakeholder management/engagement, or change management plans. Even as of this writing, no plan covers administrative communications. The key lesson here is that a program management project needs to be treated as a project and should be expected to meet the same requirements as the other projects within the program. Not doing so sacrifices accountability for convenience (fewer items to write and review) and leaves an expectation gap.

5.2.3 Handling of Long-term Execution Deliverables

The tasks that make up the WIM Project's Deliverable 3, Management and Reporting, comprise the vast majority of the project's workload and are significant and varied. However, expectations in the contract are clearly defined only for the weekly and monthly reporting, and DEDs and task orders did little to change this. Additionally, the contract included no quality checkpoints for the day-to-day administrative work of program management beyond the option of annual task orders. It can be argued that if NH had been given a clearer picture of expectations, it might have prepared itself better for the work of the deliverable, or at least had no excuse for not understanding it was failing to meet those expectations. Ambiguous or incomplete contract terms may offer the client flexibility, but they also sacrifice accountability and shared expectations.

5.2.4 Early Initiation of Projects in a Program

Regardless of the rationale behind the requirement that the BPR and TCM Project procurement be posted by 9/30/22, the effect was to pull the attention of NH and Program Leadership away from the creation and refinement of the Program's foundational documents (PgMP and component plans, Program Charter, Governance Charter, Program schedule). This dilution of PMO attention and effort continued with the work to spin up the BPR and TCM projects following contract award and make sure EY had the needed resources and PMO attention. The work of the Program had effectively begun, and continued for months, without governance in place, and the initial version of the PgMP was, in TVT's view, extremely immature and in many ways not of practical use when it was approved. The same can be said for the PMO's CRAIDL management process. The lesson here is, if possible, do not start the work of a program before the program management function is firmly established and operational.

5.2.5 Timely Access by IV&V to Project Artifacts

When performed properly, IV&V involves more than providing the client with feedback on completed work products or enumerating the risks associated with approved deliverables. Even in situations where implementation project deliverables are expected to be revised over the course of the engagement, preventing the IV&V team from assessing drafts provided to the client and other works in progress has important consequences. Providing only approved deliverables causes delays in IV&V feedback, a backlog of items to review when they're delivered in large batches, time taken up with questions from the IV&V team that could be



answered if artifacts were available, increased risk of vendor from that could have been avoided if feedback on drafts had been available, and risk of deficiencies being having to be mitigated or left as is for work products that can't be revised.



6 FUTURE POTENTIAL CONCERNS

6.1 SCHEDULE COMPRESSION

Due to requirements associated with the federal COVID relief funds being used for the FL WINS Program, the Program must end months earlier than was envisioned in the Feasibility Study and communicated to vendors at the beginning of their projects. Because the technical solution has not been conceptualized, much less designed, it is impossible to determine at this point whether those six months will make a material difference. However, TVT believes it is important to caution that what is often seen in projects when the schedule is compressed, is a reduction in scope or a compression of UAT and training. The latter can then lead to high rates of edge-case defects, high post-go-live support needs, and user dissatisfaction. Such compression typically also requires additional staffing to maintain the desired pace of work, and, if the compression is implemented mid-engagement, possibly contract changes.

6.2 STATE PERSONNEL AVAILABILITY

The state currently has eight full-time personnel assigned to the Program, and these individuals have taken on the FL WINS Program Management Office functions. Only one of these resources, a recently added BA from EY, comes from outside directly employed or contracted state personnel. TVT believes it is important to caution that this level of reliance on state personnel replacing vendors, even those committed 100% to the Program/project, typically would introduce a schedule risk, because they often are pulled away for varying lengths of time, and sometimes entirely reassigned. When that happens, it can be difficult and time consuming to bring on replacements, whereas with vendors, it can be easier to shift personnel around to fill unexpected gaps.

SCHEDULE IV-B FOR FL WINS PROGRAM

For Fiscal Year 2023-24



09/18/2023

DEPARTMENT OF COMMERCE

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I. Schedule IV-B Cover Sheet

Schedule IV-B Cover Sheet and Agency Project Approval	
Agency: Department of Commerce	Schedule IV-B Submission Date: TBD
Project Name: FL WINS	Is this project included in the Agency’s LRPP? _____ Yes _____ No
FY 2022-23 LBR Issue Code:	FY 2022-23 LBR Issue Title:
Agency Contact for Schedule IV-B (Name, Phone #, and E-mail address):	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule IV-B in support of our legislative budget request. I have reviewed the estimated costs and benefits documented in the Schedule IV-B and believe the proposed solution can be delivered within the estimated time for the estimated costs to achieve the described benefits. I agree with the information in the attached Schedule IV-B.	
Agency Head: _____	Date: _____
Printed Name:	
Agency Chief Information Officer (or equivalent): _____	Date: _____
Printed Name:	
Budget Officer: _____	Date: _____
Printed Name:	
Planning Officer: _____	Date: _____
Printed Name:	
Project Sponsor: _____	Date: _____
Printed Name:	
Schedule IV-B Preparers (Name, Phone #, and E-mail address):	
Business Need:	
Cost Benefit Analysis:	
Risk Analysis:	
Technology Planning:	
Project Planning:	

II. Schedule IV-B Business Case – Strategic Needs Assessment

A. Background and Strategic Needs Assessment

Purpose: To clearly articulate the business-related need(s) for the proposed project.

In 2021, the Florida Legislature passed House Bill 1507, establishing the Reimagining Education and Career Help (REACH) Act. Governor Ron DeSantis signed the REACH Act into law on June 24, 2021. This innovative, system-wide approach to workforce development and education in Florida will create opportunities for meaningful employment and economic freedom for Floridians. The “Core Workforce Partners” include FloridaCommerce, the REACH Office (REACH), the Florida Department of Children and Families (DCF), the Florida Department of Education (DOE), CareerSource Florida (CSF), and Florida Digital Services (FL[DS]). If implemented successfully, this initiative will create a “more efficient pipeline from the classroom to the workplace” and will:

- Improve access and opportunity
- Enhance transparency and accountability of workforce programs
- Promote self-sufficiency
- Target investments to enhance career readiness and successful, long-term employment in high-demand, high-earning occupations

FL WINS is a multiyear program that employs a range of strategies, including modernization, integration, and coordination of information systems; realignment of program oversight; data-driven and performance-based decision-making; programmatic reform; and the adoption of new solutions, aimed at reimagining the state’s workforce development system and driving toward a “one-workforce strategy.” This effort will require collaboration between the workforce partners to streamline processes and minimize duplicative data entry from both individuals and workforce-related programs by creating and establishing a common intake form, public facing portal, and a data hub connecting the existing workforce related programs.

1. Business Need

Currently, Floridians who may benefit from employment, training, and/or self-sufficiency programs must navigate through multiple locations (physical and digital) and complete applications for each program separately. There is no formal data sharing or referral system in place between partner entities, thus making it difficult for Floridians to seamlessly access programs and services offered by different partners.

To achieve the objectives of the REACH Act each of the Core Workforce Partner agencies will need to adapt in one way or another – either to extend existing capabilities to support other agencies or build new capabilities which will enhance the interoperability between these programs. To determine a path to successful implementation of FL WINS, FloridaCommerce engaged KPMG, Inc. to provide an assessment of the current systems in use by the Core Workforce Partners. Recommendation areas in the KPMG assessment were streamlined services, empowered individuals, universal access, and increased accountability. As further elaborated below, the assessment identified a strategy that outlines both the business and technology related procurements that are fundamental for all workforce partners to achieve successful project completion. The initial state assessment findings and ongoing Business Process Reengineering (BPR) efforts are categorized into four focus areas consisting of:

- **Business Integration**
- **Customer Service and Experience**
- **Policy and Program Management**
- **Technical Requirements.**

The key findings identified in the current state assessment for each of these four focus areas include:

Business Integration Considerations

- 1) Each agency is predominantly operating strictly according to the requirements of their program policies. Programs have integrated vertically with their partners – such as DOE data sharing with educational institutions – but not horizontally between programs / agencies.
- 2) Data sharing between programs does occur, but these efforts appear to directly address specific program requirements – such as DCF identifying new cases with workforce requirements to FloridaCommerce, who respond with identified compliance issues.
- 3) No data sharing or referrals exist beyond these basic requirements. There is no use of master data to share common demographic data or documents to validate identity, income, or work / educational status.
- 4) Referring customers to other programs which could assist their self-sufficiency efforts are predominantly made as ad hoc suggestions directly to customers based on the knowledge of the individual case worker and do not leverage case management systems.
- 5) Each agency has established its own customer channels (e.g., online portals, phone support), requiring applicants and customers to contact each agency separately.

Policy and Program Management Considerations

- 6) While not desirable, it is common across other states to require applicants to follow multiple intake processes for each individual workforce program.
- 7) A workforce technology solution that can interface with WIOA agencies and partners will decrease data entry processes while increasing data quality and streamlining service delivery to customers.
- 8) Multiple states have had success sharing contact channels as an integration point; fewer have implemented a shared data hub or shared case management system.
- 9) There is a complex series of federal, state, as well as corporate rules, laws, and regulations which govern the full spectrum of workforce related programs and services and their required data collection, use, and sharing.
- 10) In addition to the policy driven data collection and management requirements, there is a complex set of privacy and security rules which govern the sharing of data and the matching of records required to do so.
- 11) Detailed planning and design will require a concerted effort of a legal and policy working group to identify detailed policy barriers and address options to mitigate such limitations.

Customer Service and Experience Considerations

- 12) The in-scope systems cover a wide spectrum of workforce services across the Workforce Partners.
- 13) A universal web portal across Commerce, CareerSource Florida, DCF, and DOE that would provide fully integrated services directly to Floridians does not exist today.
- 14) For the feasibility of a common intake form and the broad leveraging of customer data, the analysis is still pending as we study the very large data intake forms and their associated data models.

Technical Requirements Considerations

- 15) The Workforce Partner system architecture is extremely diverse, including some very modern systems and some running on aging and challenging technologies.
- 16) The technology mixtures range from first generation mainframe technology to second generation client-server technologies, to more modern technology ecosystems around cloud and Software as a Service end-to-end solutions.

17) Adherence to Florida’s cloud first strategy.

2. Business Objectives

The primary business objective is to bring to fruition the Workforce Innovation and Opportunity Act’s goal of establishing a more unified system for providing workforce services, education, and public benefits. First, this project seeks to improve the fundamental customer experience of job seekers and employers by better aligning, coordinating, and integrating **Workforce Innovation and Opportunity Act (WIOA) core programs** with one another and with required American Job Center (AJC) partner programs. Second, the project promotes the alignment of the workforce, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system. Third, this project creates the opportunity to provide continual feedback that will support the Workforce Partners in providing the best services possible. The assessment and recommendations are focused on:

- **Streamlining services:** Florida’s workforce systems must be coordinated and consolidated to best serve participants.
- **Empowering individuals:** Individuals must be able to make informed decisions including all options to meet their workforce development needs through a “No Wrong Door” approach.
- **Universal access:** Services must be streamlined and consumer-friendly to ensure widespread accessibility to all Floridians.
- **Increased accountability:** The state must be able to measure and assess return on investment for the utilization of public funds to provide services to Floridians.

NOTE: For IT projects with total cost in excess of \$10 million, the business objectives described in this section must be consistent with existing or proposed substantive policy required in s. 216.023(4)(a)10, F.S.

B. Baseline Analysis

Purpose: To establish a basis for understanding the business processes, stakeholder groups, and current technologies that will be affected by the project and the level of business transformation that will be required for the project to be successful.

An ongoing review of the current Workforce Partner systems is being conducted from both a functional and technical perspective to develop a current state assessment. The scope of the assessment is to develop an understanding of the current systems and functional capabilities, technical environments, applicable state and federal rules and laws, and program requirements across all partners and systems. The current state assessment also includes an evaluation of the services available through the Workforce Partner systems and the current system technical architecture so that a baseline could be established for the development of functional and technical requirements needed to improve the delivery of these services. The major project areas include:

- Project Management and Governance Support
- Planning and Communications
- IT Operations, Data, and Architecture
- Systems Integration
- Data Integration Hub
- Analytics and Reporting
- Customer Portal
- Core Technologies

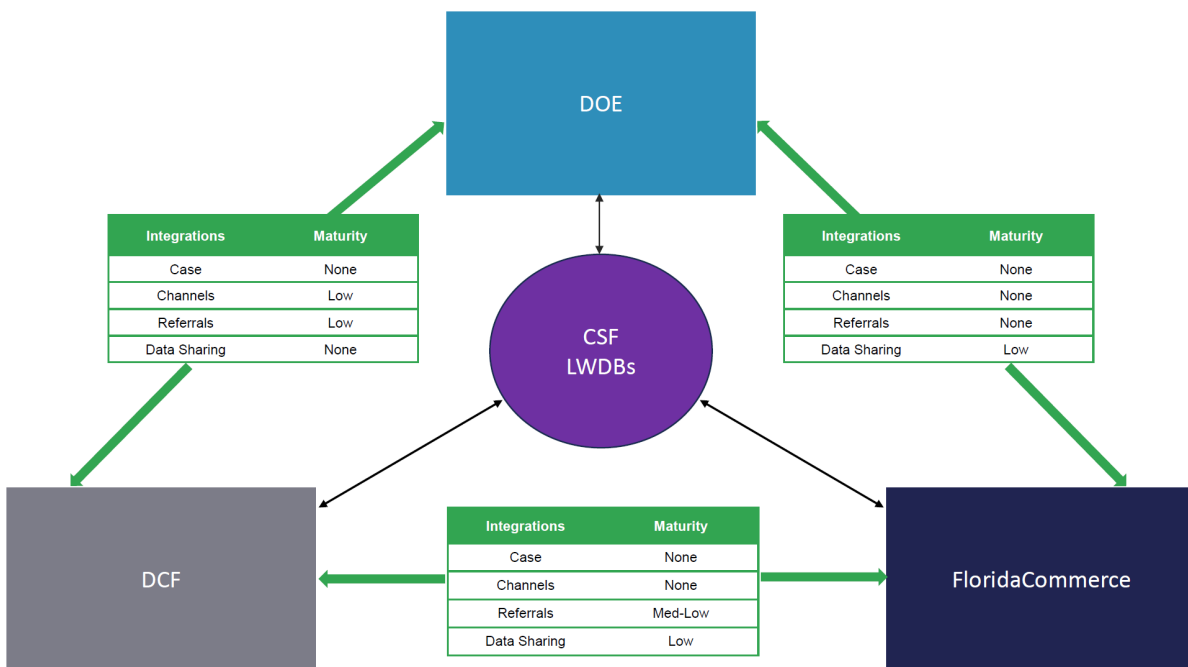
1. State of the Program

NOTE: If an agency has completed a workflow analysis, include through file insertion or attachment the analyses documentation developed and completed by the agency.

Each of the Workforce Partners has established their operational structure and service delivery capabilities in strict accordance with the program policies that fund and govern program administration. Because there do not appear to have been any policy instruments prior to The REACH Act that specifically direct interoperability between these agencies, each has followed a development and improvement path that focuses on the needs of their clients within the boundaries of their own program. As such, access, coordination, collaboration, incentivization, and accountability are the central drivers of this reform. Systems rationalization and modernization also serve as key enablers.

In the current state, FloridaCommerce implements multiple automated information systems to deliver and manage services and hosts the state’s online labor exchange. The current labor exchange and case-management system—Employ Florida—does not presently integrate with the state’s Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF) case management system, ACCESS Florida. Additionally, the main in-scope State level systems at FloridaCommerce, DCF, and DOE do not interact with any of CareerSource Florida’s (CSF) Local Workforce Development Boards (LWDBs). These are the numerous entities that partner to make up the Workforce Development System (WDS) individually operate their own information- and case-management systems. According to the Bill Analysis that was prepared by the State House of Representatives Staff, these “fragmented case management systems and siloed data collection...hinder coordination of service delivery.” The REACH Act advances several initiatives to streamline case management systems and data collection efforts to better coordinate service delivery.

The current and ongoing interactions among Workforce Partner systems are shown in the graphic below from both a functional and technical perspective. Workforce Partners’ levels of data sharing consists of manual referrals and transfers and are fairly immature where they exist. There appear to be sufficient differences in how agencies interact with clients and broader stakeholders that encourage silos and increase barriers to integration. This lack of coordination presents significant missed opportunities in serving Floridians.



There are varying levels of automation and standardization in how Floridians who are participating in one program are informed about other complementary programs. For example, DCF provides automated referrals through data transfers of updated caseloads, yet this referral strategy is not reciprocated by FloridaCommerce. Case workers simply provide clients with information on how they can apply to DCF programs if they feel that the client might be eligible. Whether or not a customer is referred to other programs (which could assist them gain self-sufficiency) is highly dependent on the skills and experience of the case worker to which they are assigned. Because FloridaCommerce provides referral information only to the customer, it is extremely difficult to track the association of FloridaCommerce referrals to DCF applications. FloridaCommerce's reciprocal information sharing is limited to informing DCF of clients to be sanctioned for failing to fulfil their TANF workforce requirements. Referral activity to and from DOE is fairly limited as few students or prospective students interact directly with the agency unless there are specialized programs such as vocational rehabilitation from which the individual gets direct case management support.

Logically, each agency has developed their service delivery models to predominantly operate according to the requirements of their specific program policies. Programs have integrated vertically with their partners – such as data sharing between DOE and educational institutions – and are horizontally integrated between programs/agencies to directly address specific program requirements – such as DCF identifying new cases with workforce requirements to FloridaCommerce, who responds with identified compliance issues; however, this basic information sharing and some warm-transfer referral calls are the extent of current integration between the Workforce Partners. Each agency maintains its own client portals, its own call centers or phone support, and separate physical office locations. There has been no integration of customer support operations to simplify customer contact points and train intake staff to triage requests to potentially support multiple programs. Each agency is independently responsible for collecting the data that it requires through its dedicated channels.

2. Assumptions and Constraints

Based on the analysis of the current state, we found that some of the core Workforce Partner systems have been recently developed on modern technical platforms, and others still operate on aging technologies. Based on workshops and discussions with departmental staff, we also evaluated their abilities to meet business needs. The following assumptions can be made about the current systems and likelihood for integration, interoperability, improvements, or replacement:

Maintain / Consolidate

Employ Florida and the DBS/DVR Aware systems are both modern systems that have the capacity to perform well against integration requirements listed later in this document.

Improve Business Functionality

EMOP and WIDb are all special purpose data-based systems that perform well for only a subset of requirements. These systems – especially EMOP – have the capacity to be invested in to perform enterprise level data management functions.

Improve Technical Structure

Both RECONNECT and ACCESS Florida have some strong capabilities that could be leveraged, but the aging technology of the core systems are expected to require more effort to integrate with other workforce

systems. ACCESS Florida in particular comprises multiple components, some of which would score much higher if considered independently, while others would not score as well.

The business value and technical quality (BV/TQ) of these current state systems was assessed in the initial IV-B. However, in the past year the Business Process Reengineering project validated in-scope programs and applications and found the original assessment to be incomplete. To ensure that the BV/TQ of each in-scope program and system is accurate, there are ongoing efforts to conduct gap analyses and to ensure that the FL WINS Program accounts for other Workforce Partner modernization efforts. This is a continuous and ongoing initiative throughout the life of the Program.

Collaboration

Implementation of the FL WINS program will require continuous collaboration and “buy-in” among REACH, FloridaCommerce, DCF, DOE, CSF, and FL[DS].

A known constraint is establishing and maintaining a shared vision among the workforce partners. This is a critical dependency for the long-term success of the program, as different visions could arise among workforce partners that could hinder the success of the program. It is crucial for workforce partners to agree on a shared vision from the start and sustain it throughout the life of the projects and program.

The core workforce partner agencies will be required to review their resource needs specific to the FL WINS program and identify resources to contribute to project success throughout their programs. Each agency will determine whether existing agency staff are available to allocate to the FL WINS program or if staff must be hired or procured to meet those needs. Program resources may fluctuate in the amount of time required on project activities throughout the life of the program. Workforce partner agencies will need to identify resources available in each applicable legal, budget, contract, program area, and information technology (IT) office. In addition, each workforce partner agency may need to submit a legislative budget proposal to acquire additional staff to allocate to this program.

Cost Specific Assumptions:

- Existing Program costs for FY 2022-23 were provided for each system by the responsible agency. Future year costs were straight-lined using the 2022-23 data where additional cost data was not available.
- This project will primarily utilize vendor resources (Managed Services) for development, implementation, and project management. State-managed personnel needs are assumed to be minimal (10 FTE and 5 OPS). Costs have been adjusted to reflect higher Applications Maintenance (Managed Services and Software) costs.
- Cost estimates were developed by researching comparable large scale transformation projects and leveraging industry experiences on some of those transformation projects. The effort and cost required for the integration development for each of the existing systems, however, is difficult to estimate without more detailed IT cost data. In addition, there are always some cost differences even with comparable projects due to scope differences and the competitive marketplace at the time of procurement.
- Cost estimates were developed for integration of college and university systems; however more specific estimates will be required when more detail is available on college systems.
- Costs could increase should the State’s requirements include a broader set of functionalities than the baseline comparators used in the feasibility study.
- The total project cost assumes transitional operations and maintenance costs only. Transitional operations and maintenance are costs that occur in the six months following full implementation, which may be needed to address defects or deficiencies. Ongoing costs for operations and maintenance following this six-month transitional period are not reflected. The reason for this treatment is that the IV-B is not a request for ongoing operating funds, but a request for non-recurring funds needed to implement the project. Any costs necessary for ongoing systems operations and maintenance will be requested separately.

— The CBA was developed with the assumption that all aspects of the project would be funded using General Revenue (either supplemented with State Fiscal Recovery Funds or with state GR). It is possible that federal administrative dollars provided to each agency could be used for some implementation and/or ongoing/transitional costs.

Project specific assumptions and constraints and updates can be found within their respective projects in the Implementation Section of this document.

C. Business Process Requirements

Purpose: To establish a basis for understanding what business process requirements the proposed solution must meet in order to select an appropriate solution for the project.

3. Business Process Requirements

As outlined in II.A.1. The business process requirements are grouped into four focus areas:

- **Business Integration**
- **Customer Service and Experience**
- **Policy and Program Management**
- **Technical Requirements**

Business Integration

- The ability to provide coordinated services among Workforce Partners.
- The ability to inform Floridians on all complementary programs available through different agencies via:
 - i. A wholistic integrated system that is designed to serve all Floridians across all possible service scenarios including integrated eligibility and enrollment logic for public assistance, reemployment benefits, labor exchange, and education and training.
 - ii. Career counselors, case workers, and local workforce development centers.

Policy & Program Management

- The ability to evaluate each Workforce Partner and whether they are meeting program requirements.
- The ability to provide customer profiles and customer segmentation statistics.
- The ability to provide volume metrics across each program area with DOE, DCF, and Commerce.
- The ability to compare performance capabilities against similar systems in other states.
- Measurable results to assess the return on investment for the public funds used to provide services to Floridians.

Customer Service and Experience

- Reduction in burden on the customer by providing consistent self-service options and information intake.
- Individuals must be able to make informed decisions including all options to meet their workforce development needs through a “no-wrong-door-entry strategy” approach.
- Reduction in duplicate interactions across programs through improved data sharing.
- Improved transparency to track customer progress across programs.

Technical Requirements

- Application Architecture (modern COTS (commercial off-the-shelf) software applications vs. older custom development models) including application integration (end-to-end application elegance, self service capabilities).
- Platform Architecture (On premise vs. modern cloud technology) and the necessary Security structure for each.
- Application Maintainability Factors (source code, modularity, outsourced vs. insourced, code brittleness, modern application programming interfaces (APIs) are available).
- Data Management Architecture (data as an Asset) ability to extend from reporting to advanced analytics.
- Master Data Management / Common Client Identifier

4. Recommended Business Solution

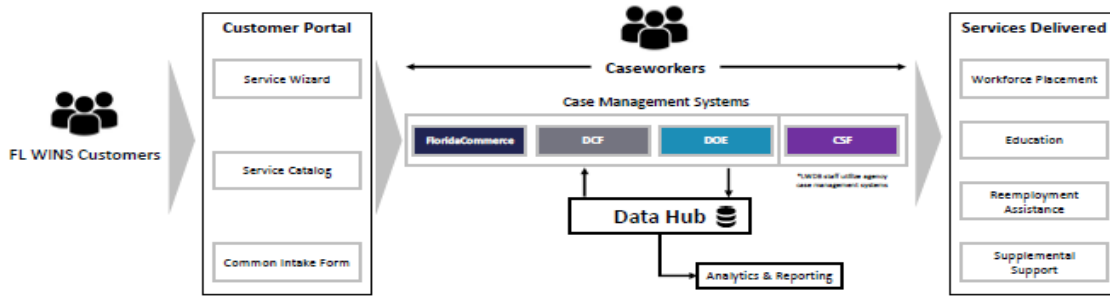
NOTE: For IT projects with total cost in excess of \$10 million, the project scope described in this section must be consistent with existing or proposed substantive policy required in s. 216.023(4) (a) 10, F.S.

Hybrid Integration

To move from the current state of the workforce partner’s systems to the future integrated state, Commerce procured a vendor in 2021 to complete a Feasibility Study to gather a baseline of existing business and technical capabilities from each workforce partner to establish the requirements needed to improve the delivery of services to Floridians. A hybrid integration option was selected as the best option to move forward with for implementation. This option addresses functional and technical requirements in six areas of integration:

- | | |
|--------------------------|----------------------------------|
| — Data management | — Analytics and reporting |
| — Case management | — Referrals |
| — Public access | — Application/intake |

The integration of core workforce partner systems will remove barriers to interoperability among services provided to Floridians and will provide a no-wrong-door point of entry to access information from all participating Workforce Partners. This will result in improved and efficient alignment of workforce services for Floridians across state agencies and streamlined processes that will minimize duplicative data entry from both individuals and workforce related programs. Integration will enable more comprehensive data in one place to enhance analytics and outcome performance measurement. There are no existing, comprehensive market solutions available to completely replace the existing Workforce Partner systems, and as the Workforce Partner programs currently operate with very different data definitions, case lifecycles, business rules, and processes, a system to replace all of those would require a great deal of custom development, configuration, and data conversion, which presents a very high level of complexity and risk.

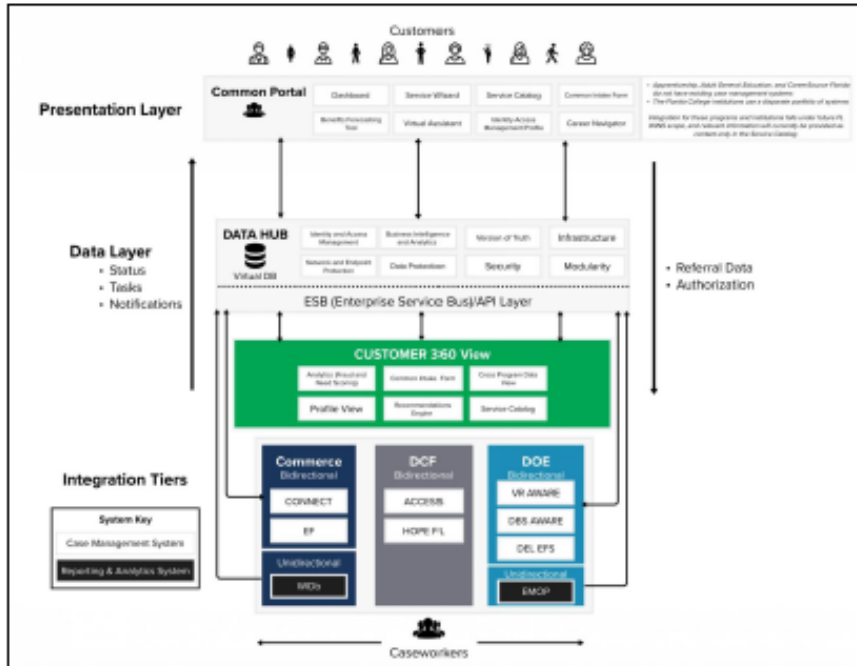


The addition of the shared customer portal will provide a centralized location where Floridians can access information about services available from the Workforce Partners. Floridians will be able to create an account and use it to apply or access a variety of self-service options. Implementation of a public portal will improve access, communication, and opportunity; promote self-sufficiency; drive efficiency; and improve the overall experience of interacting with the workforce system. It also promotes the following benefits for the partnership: streamlined eligibility; reduced manual data-entry; more consistent applicant and client data; and reduced levels of effort required for making referrals, noticing and reminding, and providing information and support. It could also improve back-office data management and provide a rich source of data for analytics.

With a single account sign-on, common data elements and documents collected from customers can be directly stored at the integration layer rather than collecting and disseminating them from existing systems. The is being planned and developed in major phases, operating in parallel with existing portals at first to reduce risk. The common portal will start with an initial shared account for collecting basic household data and document management and then add a single dynamic intake form in time.

Example Graphic of a Potential “To-Be” Technical Architecture Diagram

FL WINS Technical Architecture Diagram



Hybrid integration’s front and back-office enhancements can advance the state’s strategic objectives and do so without the complex case-record changes that would be needed for a large-scale public portal. In addition, this model addresses the functional and technical requirements established for this workforce transformation.

— **Data Management:**

- Data integration capabilities will enable data sharing across agency partners. Existing systems will remain in use.
- Data will be extracted, transformed, validated, integrated, and accessible by appropriate Workforce Partners and customers.
- Data will flow in and out using the enterprise service layer, and the entire system will stay in sync.

— **Case Management:**

- Preserves existing and familiar case-management applications.
- With data sharing and integration through the integration effort, the analytics and dashboard components can provide perspectives approaching a 360-degree client view.

— **Public Portal:**

- The portal included will enable a range of public-facing functionality.
- Implementation of the portal will follow a well-developed roadmap, with initial steps providing links to the existing systems and extension of general information.
- Additional features will be deployed to the public portal as they are developed and tested.
- More powerful account management and self-service offerings **can** also be supported.

— **Analytics and Reporting:**

- Integration will allow more comprehensive data from across the Workforce Partner systems to be accessed by appropriate Workforce Partner staff, which will enable enhanced analytics.
- Information extraction can yield a wide range of choices with focused perspectives.
- Access to more data will encourage better insights and enable utilization of artificial-intelligence techniques, such as recommended referrals when options are available.
- On-going analysis will promote improved reporting consistency.

— **Referral:**

- Hybrid integration and a public portal could support a broad range of common, high-value referral tools.
- Self-service options can also be offered.

— **Application / Intake:**

- Will support functionality ranging from retention of current intake processes to the extension of a centralized application that can support program choice and dynamic, coordinated questioning, eliciting the information needed by any or all programs.

While there are clear advantages to this approach, the needed process and data integrations will still present design and development challenges.

D. Functional and Technical Requirements

Purpose: To identify the functional and technical system requirements that must be met by the project.

This section outlines the high-level system requirements that define an integrated and coordinated workforce-partnership program. With the vision of the REACH Act in mind, business objectives were explored with agency stakeholders in relation to their needs and the needs of their partners and clients. This ongoing evaluation of the current capabilities will open opportunities to leverage technology to enhance capabilities, quality, and accountability. The requirements that follow are the result of this effort.

Three kinds of requirements are included: “Functional” requirements answer “what” questions: What must the system do? The answers describe system features and use. “Data” requirements describe how information flows through the system and answer how information is collected and shared. Finally, “technical” (or “non-functional”) requirements address “how” questions, describing how the system is to be built. Collectively, the answers shed light on the three pathways, and support directional choice.

1. Functional Requirements

Future State Functional Requirements – Client Portal

TITLE	REQUIREMENT
Information Access	Provide information about programs and services for which users may qualify and links to other sites and events.
Login/Logout	Provide a page that will create and manage an individual’s login account and username and password information.
Single Sign-On	Have a single sign-on account for all clients that can access personal data from multiple programs.

TITLE	REQUIREMENT
Data Wallet	Manage personal, basic information, such as name, address, phone, and email.
Case Information	Provide a capability that will maintain the history of all: referrals submitted, approved consents, and forms or documents submitted by or on behalf of the user.
Communications	Provide an interface that will support access to communication channels, such as a ChatBot, e-mail, and phone. The interface must support bi-directional interactions and channel transmission of notifications about upcoming events and opportunities.
Mobile Access	Enable a user to access the portal and all portal functionality from a mobile device.
Document Management	Provide the ability to upload documents and forms, such as: identification, proof of employment, and home address, among others.
Search	Provide search functionality, enabling users to find available programs and offers (e.g., job boards, training, tech, higher education, etc.), using keywords, search criteria, and filters.
eNotices	Provide the ability to opt in to electronic-notification access via their accounts and to receive electronic notifications instead of mailed, paper notices.
Program Management	Provide the ability to view case information, such as: the status of all open and relevant cases, case-management assignments, upcoming requirements, milestones, etc.

Future State Functional Requirements – Application/Intake

TITLE	REQUIREMENT
Dynamic Intake	Common intake processes will include dynamic forms that only solicit the data that is required, based on information provided and programs selected.
Intake Form	Grant access for users to submit and manage an intake form.
Potential Intake Options	Elicit and utilize user input to recommend programs; support dynamic, common intake form.
Process Information	Provide information about upcoming activities that are related to submitted and received referrals.
Alerts and Notifications	Send notifications, such as: confirmation of intake-form receipt, existence and availability of created drafts, and reminders of upcoming meetings, outstanding intake forms, or the need to submit referral requests.
Related Programs	Allow the user to view information about other programs or services for which they may be eligible.

Future State Functional Requirements – Case Management

TITLE	REQUIREMENT
Alert and Notifications	When a client is actively enrolled in multiple programs, send an alert to a program when the case record for another related program is created or changed.
Information Management	When a client is actively enrolled in multiple programs, data entered in a case record for one program must be automatically added to case records for other active, related cases.
Case Definitions	Individual case definitions must be supported for each program’s requirements.
Multiple Case Association	Solution must be able to associate the same individual with one or more cases or multiple individuals to the same case, as some case types may include more than one person.
360 Degree Client View	Provide a 360-degree view of the client, such that data entered in the case record for one open or closed case can be displayed in the case records for other active, related programs.
Casework Allocation	Support assignment of work and information sharing for either case-based or task-based case-management systems.
Program Review Cycle	Coordinate periodic program reviews for multiple, active cases.
Activity Monitoring	Activities and interactions that have taken place in one active or closed program may be displayed in other active, related cases.
Information Sharing Restrictions	<ul style="list-style-type: none"> — Information shall only be shared if permitted by law, policy, or configurable accessibility settings. — Sending and receiving programs shall have the ability to configure the sharing rules for individual programs, program groups, and data types.
Case Manager Communications	Case managers must have the ability to communicate with other identified case managers who are supporting an individual or group in other common, active cases.

Future State Functional Requirements – Referrals

TITLE	REQUIREMENT
Program Recommendations	System must be able to support eligibility screening and program suggestions.
Program Selection	<ul style="list-style-type: none"> — Users shall have the ability to electronically initiate application for programs or services that are of interest to them. — Users shall have the ability to electronically initiate a referral request.
Additional Information	<ul style="list-style-type: none"> — Users must be able to electronically add information or upload documents supporting a referral request. — The system must be configurable, such that the additional information or documentation can be program specific.

TITLE	REQUIREMENT
Consent	<ul style="list-style-type: none"> — Users must be able to electronically create and sign consent for treatment or information sharing. — System must be able to automatically to share information, as specified.
Referral Tracking	The system shall log, generate, and display a list of all referral requests. The list shall include the name of the referee, the date the referral was sent, and the referral status.
Alerts and Notifications	The system must be able to send notifications of referrals sent, drafts created, and reminders to consider new programs and opportunities for which they may be eligible.
Case Manager Referral	Case managers must be able to initiate referrals. System must support automation of specified referral functionality.
Referral Data Sharing	<ul style="list-style-type: none"> — When a referral is made across programs, applicant or client data shall be made available to receiving programs and providers. — Information shall only be shared if permitted by law, policy, or accessibility settings. — Sending and receiving programs shall have the ability to configure the sharing rules for individual programs, program groups, and data types.
Referral Format	Establish a consistent format for referral information that is shared across programs with consistent referral data, which includes referral to, referral from, case history, and other pertinent information.

Future State Functional Requirements – Data Management

TITLE	REQUIREMENT
Common Client Identifier	Establish a common client identifier that can clearly map authoritative identification of an individual and their household relationships.
Client Account Matching	As a condition of cross-program data sharing, systems shall verify that the data to be shared matches the requirements of the receiving system. Verification shall be based on configurable, field-specific rules.
Common Data	Data that is created by one program shall be available for use by other programs.
Shared Verifications	<ul style="list-style-type: none"> — Before verification information or documentation is solicited from an applicant or client, the requesting system shall ascertain whether the information has already been verified by searching a repository of verified data. — The repository mechanism shall include data from internal and external sources, as well as information or documentation that the applicant or client submitted previously. — The repository mechanism of verified data shall include level-of-trust information. Trust levels shall be based on configurable factors that shall include the date the information was verified and the methodology that was used to verify the information. — Requesting systems shall utilize trust levels to determine whether pre-verified information shall be accepted. — If the verified information satisfies the receiving system’s configurable trust levels,

TITLE	REQUIREMENT
	the receiving system shall accept the information as verified, and not generate a new verification request.
Validation Status	Sending and receiving systems shall have the ability to track data-validation status, timing, and source of all data that is received from other programs.
Data Availability	Data that is collected in one system shall be made available to other programs (real-time to batch).
Verification Method	To maximize data protection and validation, systems must utilize stringent, configurable, verification methods.
Data Sharing Rules	<ul style="list-style-type: none"> — Information shall only be shared if permitted by law, policy, or configurable accessibility settings. — Sending and receiving programs shall have the ability to configure the sharing rules for individual programs, program groups, and data types.

Future State Functional Requirements – Analytics and Reporting

TITLE	REQUIREMENT
Common Information Reporting	A configurable subset of common information from all programs shall be available to all programs for analytical purposes.
Standardized Reporting	The system must be able to generate standardized reports that are based on the most current available data. Reports must be available to authorized users.
Data Availability	The system must support real-time inquiries about the availability and status of operational data.
Data Planning	Reporting functionality must have access to de-identified, aggregated data for policy and planning purposes.
Program Outcome Tracking	The system must be able to generate and provide macro and case-level reports on program outcomes and accountability.
Trend Analysis	The solution must have the ability to identify a program’s trend impacts, based on requirements that are configured for other programs.
Report Generation	Reports must be available on demand.
Demographic Tracking	The system must have the analytical capability to report on demographics and trends across programs.

2. Technical Requirements

The following areas of consideration are critical for effective technology solutions:

- Portal: Applicants, clients, partners, and departmental staff interact with a solution or a system via a portal, which typically serves as the face of the solution.
- Data: Compiling and analyzing data from multiple sources will provide organizations with crucial information. Data analytics and visualization methods can greatly assist organizations with turning raw data into meaningful, valuable, and actionable insights and trends.
- Security: Properly securing a system protects against fraudulent activities, data loss, and negatively impacted system performance.
- Others: Self-diagnosing and self-healing.

Future State Technical Requirements – Portal

TITLE	REQUIREMENT
Portal Accessibility and Compatibility	<ul style="list-style-type: none"> — The portal must be responsive, user-friendly, compatible with all mainstream browsers, and easily accessible from desktop computers, as well as mobile devices. — All intended users must be able to access the portal. It must fully comply with the Americans with Disabilities Act (ADA), and any other applicable state or federal accessibility standards.
Portal Availability	The portal must be available 99.999% of the time.
Proactive Validations	The portal must offer front-end format validation to avoid any inclusion of bad or corrupt data, accurately inform the user about incorrect inputs, and provide pointers like “caps lock.”
Informing Unavailability	Using approved languages, the portal must accurately inform users about the unavailability of a component or content, due to scheduled maintenance.
Printing	When users employ supported browsers, the portal must support the printing of webpage content and the downloading of content in HTML and PDF formats.
Colors	The visible colors and combinations used within portal must be compliant with state and federal guidelines.
Preferred Language Selection	Users must be able to choose their preferred language, as required by state and federal policies, and the portal must be compatible with available translation tools.
Privacy of Information	<ul style="list-style-type: none"> — Based on configurable rules, all sensitive or confidential data must be either encrypted or blocked. — Access to all information must be regulated by configurable role and person-based rules and comply with applicable state and federal law and policy. — The portal must log user access to the system and to data.
Effective Communication	Portal design must ensure that, when they use a production system, users do not see technical implementation details in error messages. Any error messages must not impact the user experience.
Unsupported Browser	When the portal website is accessed through an unsupported or under-supported browser type, the system must display a dismissible alert.
Helpful Features	The portal must provide online help, a site map, and frequently asked questions and responses.

Future State Technical Requirements – Data

TITLE	REQUIREMENT
Data Recovery	The data solution must offer failover, backup, and disaster recovery (DR) including a business continuity plan (BCP) plan.
Data Expansion	Data integration capabilities must be cloud native and should offer scalability.
Data Security	Data integration capabilities must ensure that data at rest or in transit is encrypted as specified in the organization’s guidelines.
Data Privacy	Data sharing across organizations must comply with applicable state and federal laws and policy.
Data Speed	The data solution must be a commercial Off-the-Shelf (COTS) or a commercially supported open-source platform, providing the needed transaction speed by the state.
Data Quality	The data hub must have data-cleansing and quality modules to correlate and merge duplicate data with 99.999% accuracy.
Data Integration	Data integration capabilities solution must be able to integrate with all in-scope systems, including legacy technology, like mainframe IMS.
Data Hosting	Data integration solution must be hosted on a state-approved government, public cloud ,or SaaS solution, as required by the state.
Data Environments	Data integration capabilities must include all environments necessary to develop and test changes and to support the solution-implementation lifecycle.
Data Bandwidth	Data integration solution provider must review the existing network architecture, determine the network and bandwidth requirements, and support any enhancements needed to achieve state-mandated performance levels.
Data Governance	Data integration solution must support governance capabilities, such as metadata management, data quality, and master data management (MDM).
Data Compliance	Data integration solution must maintain compliance with current state data policies.
Data Monitoring	Data integration solution must provide, configure, and operate tools and a monitoring function to monitor state-approved key performance indicators.
Data Tracking	Data Integration solution must offer a dashboard that is capable of displaying performance indicators.
Data Architecture	Data integration solution must have an architecture with no single point of failure. It must support fault tolerance and failover of web, applications, database, storage devices, and secondary devices such as load balancer.
Data Resiliency	The overall solution must ensure that the production integration layer, including its associated portals and interactions, are available 99.999% of the time.
Data Auditing	The solution must ensure that all incoming and outgoing transaction data is logged, archived in human-readable formats, and reasonably available to support audit reporting and other business needs.

TITLE	REQUIREMENT
Data Retention	The solution must comply with any applicable state and federal confidentiality requirements regarding the collection, maintenance, use, and protection of data.
Data Log Naming Convention	Data integration solution must store all log files and audit logs in a file with a standard, state-approved naming convention.
Integration Compatibility	The enterprise integration platform must act as the communication broker for all in-scope organizations.
Log File Naming Convention	All portal error reports and audit trails must be stored in a file with a standard, state-approved naming convention.

Future State Technical Requirements – Security

TITLE	REQUIREMENT
User Authentication	The solution must include centralized identity access management (IAM) that is synchronized with the active directory of all in-scope organizations and must be able to authenticate users from state directory services.
Security Enrichment	The solution or portal must provide a mechanism for multi-factor authentication and set-up authentication.
Security Monitoring	The solution, portal, and data integration solution(s) must have a monitoring and reporting tool to continuously assess security posture to find and fix vulnerabilities.
Sensitive Information	The solution or portal must include authentication and authorization services to protect sensitive information.
Data Transfer Security	The solution or data integration solution must securely transfer data over public and private networks, using a state-approved transfer protocol.
Virus Scanning	The solution or portal must have the capability to automatically scan all incoming files for viruses and other security-related vulnerabilities.
Access Control	IAM must provide the ability to individually provision user-specific access, as well as role-based access.
Security Dashboard	The IAM must provide a reporting dashboard and event alerting that will display IAM activity actions involving users, groups, roles, key, authentication (Single Sign-On and Multifactor Authentication), and IAM policies.
Security Storage	The IAM must provide secure, encrypted storage of credential information and align with the state record-retention policy.
Session Authentication	The IAM must have a mechanism to provide authentication session management to establish and revoke user sessions.
Access Denial Communication	The solution or the portal must display an informational message providing the user with information about who the user should contact if access is denied.

TITLE	REQUIREMENT
Unauthorized Access Prevention	The solution or portal must prevent unauthorized use, abuse, disclosure, disruption, or modification of data.
Password Reset	The solution shall have alternative password reset capabilities that comply with state requirements.

Future State Technical Requirements – Other

TITLE	REQUIREMENT
Environments	The solution must include test, development, performance, and production instances.
System Reliability	The solution must include an automated system-availability function that routinely determines whether all integration points and portals are returning expected results and meeting individual requirements.
Monitoring and Alerts	The solution must monitor and log all transactions and send notifications of all unsuccessful transactions in accordance with an agreed-upon timeline.
Future Enhancement	The solution must have the ability to host and invoke SOAP and REST APIs for any future enhancement.
Electronic Data Interchange	The solution must implement EDI transactions and manage the tool that supports state standards.
Financial Tracking	The solution must have a dashboard for consumptions and financials.

III. Success Criteria

Purpose: To identify the critical results, both outputs and outcomes, that must be realized for the project to be considered a success.

A number of quantitative and qualitative factors will be used to determine the successful integration of the Core Workforce Partners and the FL WINS overall program. The table below describes many of these factors in the form of success criteria, including:

- A brief description of the criteria
- The means for measuring or assessing the criteria
- Those who should benefit from the success criteria
- The Fiscal Year (FY) when the success criteria will begin being realized through demonstrable change. These Realization Start Dates represent the earliest time-period when the success criteria begin to be realized. Full realization of the success criteria could take significantly longer based on complexity and the number of individual projects involved

SUCCESS CRITERIA TABLE				
#	Description of Criteria	How will the Criteria be measured/assessed?	Who benefits?	Realization Start Date (FY)
1	The solution creates an online opportunity portal to provide Floridians access to available state, federal, and local services and evaluative tools to determine short-term employability and long-term self-sufficiency.	<ul style="list-style-type: none"> — Implementation of central portal providing information and guidance related to available services — Implementation of self-service functionality to identify services potentially available to an individual user — Provision of access to evaluative tools to determine short-term employability and long-term self-sufficiency 	Citizens System Users	FY 2023-24
2	The solution creates an online portal that provides broader access to education and training options, real-time labor market information, career planning and career services tools, and other support available for workforce training and education linked to middle- and high-wage in-demand jobs.	<ul style="list-style-type: none"> — Implementation of central portal providing information and guidance related to available services — Access to information related to available education and training options — Provision of real-time labor market information 	Citizens System Users	FY 2023-24
3	The solution will positively impact user experience by expanding self-service capabilities.	<ul style="list-style-type: none"> — Utilization of self-service options — Ability to access self-service options for all associated programs in a 	Citizens System Users	FY 2023-24

SCHEDULE IV-B FOR FL WINS PROGRAM

SUCCESS CRITERIA TABLE				
		central portal		
4	The solution will positively impact user experience/employee satisfaction through reducing manual, time-consuming processes.	<ul style="list-style-type: none"> — Number of manual processes automated through implementation of new solution — Number of manual vs. automated processes compared to baseline 	Citizens System Users Workforce Partner Agencies	FY 2023-24
5	The solution will positively impact user experience/employee satisfaction through providing ease of use through application integration, a reduction in duplicative data entry, and increased efficiency in serving clients.	<ul style="list-style-type: none"> — Employee survey results — Customer survey results — Audits and review results — Reduction in duplicative data entry 	Citizens System Users Workforce Partner Agencies	FY 2023-24
6	The solution will provide common intake capabilities for applicable programs across the Workforce Partners.	<ul style="list-style-type: none"> — Percentage of applicable programs addressed in common intake functionality — Percentage of programs receiving identified data from the data integration capabilities to begin intake process within associated application 	Citizens System Users Workforce Partner Agencies	FY 2024-25
7	The project and solution will introduce a formal cross-departmental workgroup to collaboratively identify and address legal and/or policy issues arising from integrating the Workforce Partner programs, which contributes to the WIOA vision of aligning programs and services to provide the greatest value to citizens.	<ul style="list-style-type: none"> — Implementation of Legal and Policy Working Group 	Citizens System Users Workforce Partner Agencies State of Florida	FY 2021-22
8	The project and solution will introduce a formal cross-departmental Enterprise Architecture (EA) function to establish standards, requirements, and processes to ensure the solution’s technical design aligns with business needs. EA will also establish a	<ul style="list-style-type: none"> — Implementation of Enterprise Architecture — Establishment of Target Shared Architecture 	Workforce Partner Agencies	FY 2022-23

SCHEDULE IV-B FOR FL WINS PROGRAM

SUCCESS CRITERIA TABLE				
	framework to guide ongoing technical decisions and ensure future technical sustainability.			
9	The solution will incorporate modern technology with modular, reusable components, which enable lower costs and increased flexibility to incorporate emerging technologies in the future.	<ul style="list-style-type: none"> — Implementation of service integration platform — Implementation of data integration capabilities — Time required for future implementation of other technologies — Cost required for future implementation of other technologies 	Citizens System Users Workforce Partner Agencies State of Florida	FY 2023-24
10	The solution will provide improvements in the efficiency and timeliness of data sharing between the Workforce Partners.	<ul style="list-style-type: none"> — Percentage of applications integrated — Timeliness of data updates shared with the data integration capabilities — Timeliness of data updates accessible to other applications 	Citizens System Users Workforce Partner Agencies	FY 2023-24
11	The solution will integrate program data from across the Workforce Partners, creating a consolidated central client record and providing a holistic view of clients served, which should result in improved collaboration/communication between the Workforce Partner programs and more individualized service provision to Floridians to achieve self-sufficiency.	<ul style="list-style-type: none"> — Percentage of applications integrated — Achieve ability to track clients being served by multiple programs — Number of cross-program customers identified and served holistically 	Citizens System Users Workforce Partner Agencies	FY 2023-24
12	The solution will utilize cloud-based hosting of the data integrations, which will enable the versatility to make on-demand changes to the solution and contribute to a high degree of scalability to expand and evolve as needed.	<ul style="list-style-type: none"> — Implementation of data integration capabilities — Time required to implement future changes 	Citizens System Users Workforce Partner Agencies State of Florida	FY 2023-24
13	The solution will provide enhanced reporting and analytics for quality assurance and strategic planning, which	<ul style="list-style-type: none"> — Measured against baseline of analytics and reports currently available 	Citizens System Users Workforce Partner	FY 2024-25

SCHEDULE IV-B FOR FL WINS PROGRAM

SUCCESS CRITERIA TABLE				
	supports the REACH Act goal of enhancing transparency and accountability of workforce programs.		Agencies State of Florida	
14	The solution will improve the efficiency and timeliness of referrals between programs through enhanced data sharing and integration.	<ul style="list-style-type: none"> — Achieve ability to track referrals between programs — Establish baseline against which to measure number and timeliness of referrals between programs 	Citizens System Users Workforce Partner Agencies	FY 2024-25
15	The solution will include reporting and analytics platform that can expand, scale, and evolve as needed to incorporate required data and information necessary for federal and state reporting requirements.	<ul style="list-style-type: none"> — Comparison to baseline of reporting capabilities currently available 	System Users Workforce Partner Agencies State of Florida	FY 2023-24
16	The solution will enable the Workforce Partners to identify and safeguard sensitive personal information to comply with statutory data sharing requirements.	<ul style="list-style-type: none"> — Audits and review results 	Citizens System Users Workforce Partner Agencies	FY 2023-24
17	The solution will meet all federal and state requirements for system development and certification.	<ul style="list-style-type: none"> — Audits and review results — Implementation time for future changes in federal or state requirements — Implementation cost for future changes in federal or state requirements 	System Users Workforce Partner Agencies State of Florida	FY 2022-23
18	The project(s) will be completed on-schedule, in accordance with an approved project plan(s).	<ul style="list-style-type: none"> — Adherence to established program roadmap — Interim project milestones 	Citizens System Users Workforce Partner Agencies	FY 2021-22

IV. Schedule IV-B Benefits Realization and Cost Benefit Analysis

A. Benefits Realization Table

Purpose: To calculate and declare the tangible benefits compared to the total investment of resources needed to support the proposed IT project.

The Benefits Realization Table below presents key benefits of the FL WINS program. These benefits contribute to the applicable goals of the REACH Act and will improve coordination among workforce partners which will, in turn, improve the delivery of workforce related services to Floridians leading to greater self-sufficiency.

The Realization Start Dates indicated in the table below represent the earliest time-period when initial benefits begin to be realized. Full realization of benefits could vary based on complexity and the number of individual projects involved. These dates are also based on the following assumptions:

- **The roadmap shown in Section VII. Schedule IV-B Project Management Planning** begins on January 1, 2022, and is adhered to throughout the program.
- Required procurements are completed timely.

BENEFITS REALIZATION TABLE					
#	Description of Benefit	Who receives the benefit?	How is benefit realized?	How is the realization of the benefit measured?	Realization Start Date (FY)
1	Improved access to and opportunity from Florida’s workforce, education, and public benefit programs, including a “No-Wrong-Door” entry strategy	Citizens Workforce Partner Agencies State of Florida	<ul style="list-style-type: none"> — Central portal — Common intake — Improved referral capabilities 	<ul style="list-style-type: none"> — Decreased customer time required to find and apply for services — Successful integration of common intake across applicable programs — Decreased staff time required to submit referrals 	FY 2023-24
2	Enhanced transparency and accountability of workforce programs	Citizens Workforce Partner Agencies State of Florida	<ul style="list-style-type: none"> — Improved data management — Increased access to data — Enhanced reporting and analytics 	<ul style="list-style-type: none"> — Improved program management — Published dashboards displaying KPIs and relevant metrics 	FY 2023-24
3	Improved self-sufficiency for Floridians	Citizens State of Florida	<ul style="list-style-type: none"> — Central portal — Common intake — Increased self-service capabilities 	<ul style="list-style-type: none"> — Improved results for key self-sufficiency metrics 	FY 2023-24

BENEFITS REALIZATION TABLE					
4	Targeted investments to enhance career readiness and successful, long-term employment in high demand, high-earning occupations	Citizens Workforce Partner Agencies State and Local Partner Organizations State of Florida	<ul style="list-style-type: none"> — Improved access to services — Increased collaboration and partnership between programs 	<ul style="list-style-type: none"> — Increased employment opportunities in targeted occupations — Increased employment attainment in targeted occupations 	FY 2023-24
5	Increased access to employment opportunities for Floridians	Citizens State of Florida	<ul style="list-style-type: none"> — Integrated education and training opportunities with job openings and labor market trends 	<ul style="list-style-type: none"> — Increased number of Floridians who participate in training and find jobs 	FY 2023-24
6	Simplified application process for Floridians	Citizens Workforce Partner Agencies State and Local Partner Organizations	<ul style="list-style-type: none"> — Central portal provides the ability for Floridians to apply for multiple programs through a single portal and improved referrals 	<ul style="list-style-type: none"> — Improved ability to track participant applications across all programs — Increase in the number of programs applied for by Floridians 	FY 2024-25
7	Improved efficiency and timeliness of referrals between programs	Citizens Workforce Partner Agencies State and Local Partner Organizations	<ul style="list-style-type: none"> — Data sharing and rules logic that connects eligible participants to other available programs across agencies/programs 	<ul style="list-style-type: none"> — Improved ability to track referrals between/across programs — Increase in number of Floridians referred for services to other programs 	FY 2023-24
8	Improved efficiency and timeliness of data sharing between the Workforce Partners	Workforce Partner Agencies State and Local Partner Organizations	<ul style="list-style-type: none"> — Shared data resources support data analytics and strategic policy setting 	<ul style="list-style-type: none"> — Incremental improvements in identifying target industries and employment and training opportunities and adapting policy to those opportunities 	FY 2023-24

BENEFITS REALIZATION TABLE					
9	Integrated service delivery that provides seamless and comprehensive services to customers	Citizens Workforce Partner Agencies State of Florida	<ul style="list-style-type: none"> — Business process alignment based on shared data and analytics — Service delivery that reflects collaborative business processes 	<ul style="list-style-type: none"> — Decreased customer time required to find and apply for services — Successful integration of common intake across applicable programs — Decreased staff time required to submit referrals 	FY 2023-24
10	Improved programmatic coordination and management based on shared data that will support improved employment and training outcomes and remove barriers to employment	Citizens Workforce Partner Agencies State and Local Partner Organizations State of Florida	<ul style="list-style-type: none"> — Shared data resources support coordination, data analytics, and strategic policy setting 	<ul style="list-style-type: none"> — Incremental improvements in identifying target industries and employment and training opportunities and adapting policy to those opportunities 	FY 2023-24

B. Cost Benefit Analysis (CBA)

Purpose: To provide a comprehensive financial prospectus specifying the project’s tangible benefits, funding requirements, and proposed source(s) of funding.

The chart below summarizes the required CBA Forms which are included as Appendix A in this document and use the CBA Forms on the Florida Fiscal Portal.

Cost Benefit Analysis	
Form	Description of Data Captured
CBA Form-1 - Net Tangible Benefits	<p>Agency Program Cost Elements: Existing program operational costs versus the expected program operational costs resulting from this project. The agency needs to identify the expected changes in operational costs for the program(s) that will be impacted by the proposed project.</p> <p>Tangible Benefits: Estimates for tangible benefits resulting from implementation of the proposed IT project, which correspond to the benefits identified in the Benefits Realization Table. These estimates appear in the year the benefits will be realized.</p>

Cost Benefit Analysis	
Form	Description of Data Captured
CBA Form-2 - Project Cost Analysis	Baseline Project Budget: Estimated project costs. Project Funding Sources: Identifies the planned sources of project funds, e.g., General Revenue, Trust Fund, Grants. Characterization of Project Cost Estimate.
CBA Form-3 - Project Investment Summary	Investment Summary Calculations: Summarizes total project costs and net tangible benefits and automatically calculates: <ul style="list-style-type: none"> — Return on Investment — Payback Period — Breakeven Fiscal Year — Net Present Value — Internal Rate of Return

Cost Benefit Analysis Results

FL WINS is a multi-year program with costs estimated throughout the life of the project on an order of magnitude basis. This methodology assumes a total implementation cost of \$186,500,000 and transitional operations and maintenance costs of \$13,500,000. The methodology uses existing system cost data ratios, modified by specific project assumptions (outlined in II.B.2.), to allocate the total implementation cost to the FL WINS Program strategy and roadmap are assessed continually, with estimates being fine-tuned to incorporate new information. As such, cost amounts may change year-over-year as the FL WINS strategy evolves and planned activities are conducted.

As there have been no significant changes in the estimated total cost of the FL WINS Program, the Cost Benefit Analysis will not be updated until the end of FY 2023-24, after the first major procurement has been completed.

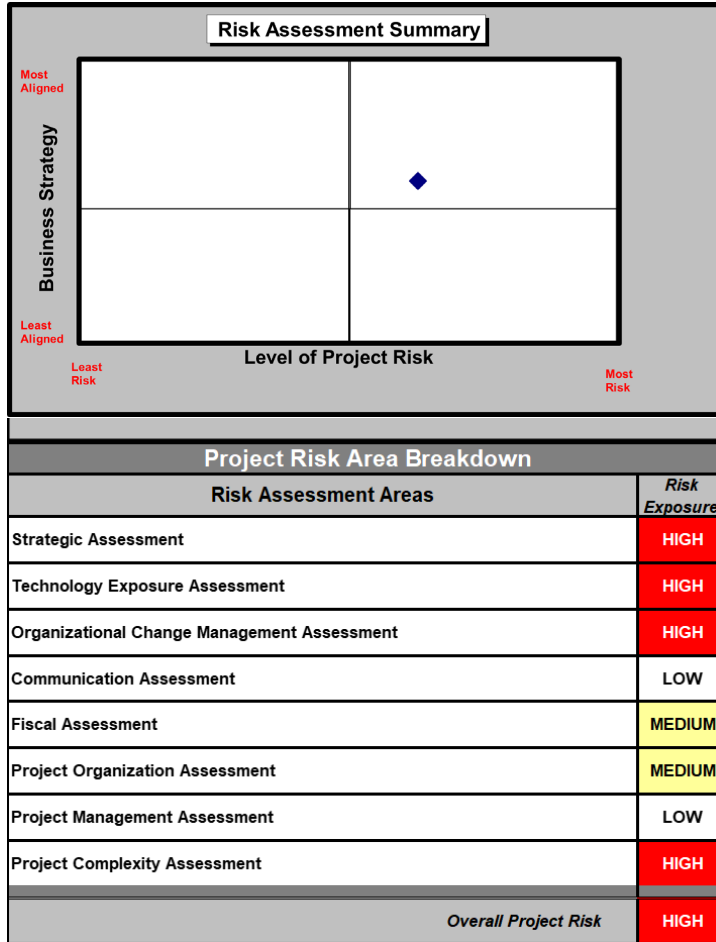
V. Schedule IV-B Major Project Risk Assessment

Purpose: To provide an initial high-level assessment of overall risk incurred by the project to enable appropriate risk mitigation and oversight and to improve the likelihood of project success. The risk assessment summary identifies the overall level of risk associated with the project and provides an assessment of the project’s alignment with business objectives.

The Risk Assessment Tool and Risk Assessment Summary are included in Appendix B and use the Risk Assessment Tool on the Florida Fiscal Portal.

NOTE: All multi-year projects must update the Risk Assessment Component of the Schedule IV-B along with any other components that have been changed from the original Feasibility Study.

The Workforce Information System project is a large, complex project with impacts across multiple state agencies and to citizens who access services and benefits from the state. A risk assessment has been conducted in accordance with state guidelines and is represented below, the full updated risk assessment can be found in the appendices.



Overall Project Risk – High

While the overall major risk score remains the same, progressive elaboration of the FL WINS Program is providing sustained mitigation detailed below and in Section VII, Project Management Planning. Those questions in the Risk Assessment Tool were answered with the following considerations:

CATEGORY	PROPOSED MITIGATION ACTIONS (WITHIN ONE YEAR)
Strategic Risk	<ul style="list-style-type: none"> — The project charter will be developed, approved, and signed by the executive sponsors; — The project governance structure will be defined with buy-in and support from Workforce Partner Agency Leadership; and — Stakeholders will sign off on clearly documented project objectives. <p>The three above risks have been mitigated by the Charter for the Program being signed by Executive Program Sponsors (Executive Program Sponsors are located at the REACH Office; FLCommerce; Division of Workforce Services, Business Area; and FLCommerce Office of Information Technology, Technology Area) on August 31, 2022, and updated on December 19, 2022, and April 12, 2023. A three-tiered governance structure was approved on December 19, 2022, by the FL WINS Program’s Executive Steering Committee, that has representation from the six Partner Agencies involved in this initiative.</p>

<p>Organizational Change Management Risk</p>	<ul style="list-style-type: none"> — The Workforce Partners will develop, approve, and implement the Organizational Change Management Plan; and — The Workforce Partners will further define and document the target operating model (TOM) and business process changes. <p>The two above risks have been known and planned for by procuring a vendor-led Transformational Change Management Project to operationalize a Transformational Change Management Office, that was established in May 2023. The Target Operating Model (TOM) is being developed through a Business Process Reengineering Project.</p>
<p>Communication Risk</p>	<ul style="list-style-type: none"> — The Workforce Partners will develop and approve the overall Communications Strategy, including performing the following for the entire program and establishing standards to require individual projects throughout the roadmap to include Communications Plans that incorporate, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Identifying affected stakeholders for inclusion in the Communications Plan; ○ Identifying all communication channels which will be used in the Communications Plan; ○ Identifying key messages to document in the Communications Plan; ○ Developing desired message outcomes and success measures to document in the Communications Plan; ○ Developing and documenting strategies in the Communications Plan that will promote the collection and routine use of feedback; and ○ Identifying and assigning required staff responsible for executing Communications Plan activities. <p>The identified areas of risk for Communications is being handled and managed by Overall Program and project communications are being managed by and through the Transformational Change Management Office.</p> <p>To-date, these key activities have established the foundation for mitigating Communication Risk:</p> <ul style="list-style-type: none"> • Created and managed a Transformational Change Management Project • Created and operationalized the Transformational Change Management Office in May 2023 • Completed a Stakeholder Analysis, which was approved in June 2023 • Completed a Change Readiness Assessment in June 2023 • Created a Change Management and Communication Plan in June 2023
<p>Fiscal Risk</p>	<ul style="list-style-type: none"> — The Workforce Partners will develop and approve a spending plan template to be used for the project lifecycle; — The Workforce Partners will identify and document all project expenditures in the Spending Plan; — The cost estimates for the project will be accurate within +/- 10-100% (Order of Magnitude); and

	<ul style="list-style-type: none"> — The Workforce Partners will further develop the Procurement Strategy to incorporate documented requirements for the use of a multi-stage evaluation process and the requirement for proofs of concept or prototypes to be included as part of bid responses. <p>The Program’s Spend Plan is based off the Operational Work Plan standard template. The Spend Plan is continually maintained, and end of month versions are provided with monthly updates.</p>
<p>Project Organization Risk</p>	<ul style="list-style-type: none"> — The Workforce Partners will further define, document, and formally implement the project organization and governance structure; — The Workforce Partners will develop a project Staffing Plan to identify and document all staff roles and responsibilities; and — A formal change review and control board, including representation from all key project stakeholders, will be established to address proposed changes in project scope, schedule, or cost. <p>The FL WINS Program’s three-tiered governance structure includes an escalation path based on impacts to scope, schedule, budget, and quality. Defined thresholds place responsibility of change control within appropriate tiers. Change is managed through the Change Management Plan and the companion Standard Operating Procedure.</p>
<p>Project Management Risk</p>	<ul style="list-style-type: none"> — Detailed program and project management standards will be developed to ensure individual projects along the roadmap utilize appropriate project management plans and processes (e.g., risk management, issue management, quality management, schedule management, etc.); — The Workforce Partners have planned to consider procuring a vendor to augment Project Management responsibilities; — Detailed requirements and specifications will be defined and documented; — All requirements and specifications will be traceable to business rules; — All project deliverables and associated acceptance criteria will be identified; — The Work Breakdown Structure will be defined to the work package level; — A project schedule will be created for the entire project lifecycle and will specify all project activities, go/no-go decision points, critical milestones, and resource requirements; — Formal project status reporting processes will be developed and implemented; — Formal risk and issue management processes will be developed and implemented to effectively manage and proactively mitigate risks and issues; and — Documented processes for standard change request, review, and approval will be developed and implemented. <p>The FL WINS Program is managed according to a Program Management Plan (PgMP) which consists of a main body supported with component plans. The PgMP was developed by a vendor with an initial submission in October 2022, and approved in December 2022. Since then, the PgMP went through several revisions and remediations to improve quality. Projects are supported with individual Project Management Plans, which reference the PgMP as appropriate. This Program operates under a hybrid method of Traditional Waterfall and Agile disciplines due to the complexity and the collaborative effort needed from each partner to be successful.</p>

	The PgMP is reviewed on a monthly, quarterly, and annual basis for continuous improvement activities.
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VI. Schedule IV-B Technology Planning

Purpose: To ensure there is close alignment with the business and functional requirements and the selected technology.

A. Current Information Technology Environment

1. Current Systems

The table in this section provides technical details for the identified in-scope systems. The ongoing assessment provides an understanding of the current systems and functional capabilities, technical environments, applicable state and federal rules and laws, and program requirements across all partners and systems.

a. Description of Current Systems

The Workforce Partner system components that have been included in the scope of this current state assessment include the following:

IDENTIFIED PROGRAMS & SYSTEMS

	DIVISION OF WORKFORCE SERVICES	Employ Florida CONNECT/Reemployment Assistance Workforce Information Database (WIDb)
	OFFICE OF ECONOMIC SELF-SUFFICIENCY	ACCESS Florida HopeFL System*
	DIVISION OF CAREER & ADULT EDUCATION	AWARE EMOP Career Planning & Work-Based Learning Coordination System
	DIVISION OF VOCATIONAL REHABILITATION	Division of Early Learning - DELC System
	DIVISION OF BLIND SERVICES	Florida College Systems* Local School Districts*
		* - Partially in scope

It is important to note that several in-scope systems are under development or undergoing parallel modernization efforts:

Systems in development (currently):

- Hope Florida
- Career Planning & Work-Based Learning Coordination System
- EMOP
- Division of Early Learning System

Systems undergoing modernization efforts:

- ACCESS
- RECONNECT
- EmployFL
- AWARE & VR AWARE

b. Current System Resource Requirements

Current Systems Assessment

System assessments were performed for each organization, encompassing the four major technical requirements below. There is increasing recognition that these four technology requirements, as interpreted here, can greatly impact the overall ongoing investment, whereby some of the older technology can drive towards a lower Return on Investment (ROI) and the newer technologies and architecture can drive to a much higher ROI. There was a scope change request completed in June 2023 in which DOE’s Division of Early Learning Program and System were added to the Scope. Additionally, DCF’s HopeFL Program and system were approved to be in-scope. DOE’s Division of Career and Adult Education has been separated into three scope categories: Adult General Education, that is fully in-scope; Apprenticeship, that is fully in-scope; and Florida College System and school district technical colleges, that are partially in-scope (from a technology standpoint, they will be informational only).

- **Application Maintainability Factors:** Source code, modularity, outsourced versus insourced, code brittleness, availability of modern APIs
- **Data Management Architecture (data as an asset):** Ability to extend from reporting to advanced analytics
- **Application Architecture:** Modern COTS software applications versus older custom development models, application integration (end-to-end application elegance, self service capabilities)
- **Platform Architecture:** On premises versus modern cloud technology, security structures for each

Antiquated	Better	Best
<ul style="list-style-type: none"> • Millions of lines of custom code • High degree of Code Maintenance 	<ul style="list-style-type: none"> • Modern APIs to connect various COTS software solutions • COTS Integration 	<ul style="list-style-type: none"> • SaaS

System	Application Maintainability Factors	Data Management Architecture	Application Architecture	Platform Architecture
Employ Florida System	Best	Better/Best	Better	Best
RECONNECT System	Antiquated/Better	Antiquated	Better	Antiquated
Workforce Information Database (WIDb)	Better/Best	Better	Better	Better
ACCESS Florida System – Modernization effort underway	Antiquated	Antiquated	Antiquated	Antiquated

System	Application Maintainability Factors	Data Management Architecture	Application Architecture	Platform Architecture
DCF Self Service Portal (SSP) – Modernization effort underway	Better	Better	Better	Better
DCF Worker Portal (AMS) – Modernization effort underway	Better	Better	Antiquated/Better	Better
Division of Blind Services Aware Case Management System	Better/Best	Better	Better/Best	Better/Best
Vocational Rehabilitation Information Management System	Better	Better	Better/Best	Better/Best
Division of Early Learning -- Modernization effort underway	Not Evaluated	Not Evaluated	Not Evaluated	Not Evaluated
Career & Technical Education Data Analytics Dashboard	Best	Best	Best	Best
Education and Career Meet Opportunity Platform -- Modernization effort underway	Better/Best	Best	Best	Best
HopeFL -- Modernization effort underway	Not Evaluated	Not Evaluated	Not Evaluated	Not Evaluated

c. Current System Performance

As mentioned earlier, each of the Workforce Partners has established their operational structure and service delivery capabilities in strict accordance with the program policies that fund and govern program administration. The Workforce Partners individually operate their own information and case management systems and have followed a development and improvement path that focuses on the needs of their clients within the boundaries of their own program. This disparate model, while sufficient for satisfying the requirements of their individual programs, has limited their ability to achieve the level of integration

needed to effectively manage very high volumes of business traffic and provide truly coordinated services. These systems collect a host of data needed to determine program and participant eligibility and to administer the many individual programs and services that support the state’s efforts to educate, train, and support current and future generations of Florida’s workforce. They also provide the information that must be analyzed to evaluate, incentivize, and regulate participant achievement, as well as gather the data that must be collected and processed to satisfy the plethora of reports and evaluations required by federal, state, and local funding and regulating entities. Based on the current state assessment performed, the following summarizes some of the key opportunities and challenges for each department.

FOCUS AREA	COMMERCE	DCF	DOE
Business Integration	Has been able to establish some basic information sharing with other agencies, but no reciprocal or real time data sharing that could significantly improve the quality or timeliness of data shared or received.	Through previous efforts such as integrated eligibility, DCF has established deeper business integration capabilities that could be leveraged and built on to achieve workforce objectives.	Relationships with other agencies and partners are largely ad hoc. Each program within DOE seems to operate independently with little internal integration.
Policy & Program Management	Policies from all agencies are extremely complex in their treatment of information collection, storage, access, and sharing requirements and limitations. The interrelated and cross referenced federal and state rules will complicate efforts to identify and address policy limitations that could impede progress toward the REACH Act’s objectives.		
Customer Service & Experience	Has established multiple positive customer support and transaction capabilities with self-service portals for FloridaCommerce programs for case management services, and shared SNAP & TANF clients benefit from some level of data sharing with DCF.	Established multiple channels to be able to support customers in different ways, including efficient self-service options and more automated information verification services that reduce client documentation requirements.	Customer interactions are not directly automated by electronic self-service channels. They are supported in person with information keyed into case management systems manually.
Technical Requirements	Both the Employ Florida and Connect systems operate on a modern technology platform with effective integration capabilities that may	Partially operates on a modern technology platform with opportunistic integration possibilities while older components are less open	Much of the transactional technology is independently owned and operated at the local level, creating challenges for near term integration. The

FOCUS AREA	COMMERCE	DCF	DOE
	represent opportunities to build from for future data sharing and integration. The RA modernization project will present additional opportunities for further collaboration.	to easy integration to build from for future data sharing and integration.	data & analytics technology is undergoing a massive modernization effort that will accelerate the capabilities needed for this effort.

Based on the initial findings of the original feasibility study and Schedule IV-B, the current Business Process Reengineering project and the Information Technology efforts will continue to build upon the original conclusions drawn to mitigate, resolve, or solve discrepancies throughout the life of the Program.

2. Information Technology Standards

Each Workforce Partner has department-specific information technology standards to which their individual systems are held. In addition to those internal information technology standards, these systems must also adhere to standards and guidelines published by the Florida Department of Management Services (DMS), including those listed below.

- Florida Information Technology Project Management and Oversight Standards described in Florida Administrative Rule 60GG-1.001 through 60GG-1.009, F.A.C.
- Florida Cybersecurity Standards described in Florida Administrative Rule 60GG-2.001 through 60GG-2.006, F.A.C.
- Florida Cloud Computing Standards described in Florida Administration Rule 60GG-4.001 through 60GG-2.006, F.A.C.
- Information Technology Architecture Standards described in Florida Administrative Rule 60GG-5, F.A.C.

B. Current Hardware and/or Software Inventory

This project does not propose to replace the current hardware and/or software of the Workforce Partner systems. Instead, this project proposes to incorporate additional technology to integrate the existing Workforce Partner systems and enable them to work together more seamlessly to achieve the associated goals of the REACH Act.

C. Proposed Technical Solution

There are a variety of methodologies and routes to consider when integrating systems. There are foundational technical requirements that are critical for an organization to operate efficiently and effectively and to prepare for the future. It is important that the technical capabilities of a solution are well-aligned with core business priorities to ensure the systems and technologies enable the business to realize their vision. It is also important to establish service level agreements between the technology and business teams that are tracked, measured, and reported on. This will help ensure that the selected technology is serving the business in the expected manner.

The following provides details regarding important technical aspects considered when determining the most effective technology solution.

- **Portal:** Applicants, clients, partners, and departmental staff interact with a solution or a system via a portal, which typically serves as the face of the solution. A portal should: be easy to use and navigate; be accessible to applicants, clients, staff, and other designated users at all times; provide users with key

and easily digestible information about organizations, programs, benefits, and services; and be easy to modify to adapt to changing business needs. All intended users must be able to access the portal. It must fully comply with the Americans with Disabilities Act (ADA) and any other applicable state or federal accessibility standards.

- **Data:** Data is critical in today’s world, and the amount of data used by organizations grows exponentially every day. So that it can be retrieved easily and quickly when required, it is imperative that data is maintained in a clean and organized way. Many data types can also be confidential or sensitive, so it is important that the right data is only accessible to the right person, at the right time. When dealing with integrated systems, compiling and analyzing data from multiple sources can provide organizations with crucial information. Data analytics and visualization methods can greatly assist organizations with turning raw data into meaningful, valuable, and actionable insights and trends.
- **Security:** It is vital that an integrated system is appropriately secured so that data is protected, the system is utilized appropriately, and appropriate business functions are enabled. The number of potential system security vulnerabilities increases every day, so properly securing a system protects against fraudulent activities, data loss, and negative impacts to system performance.
- **Others:** There are other factors that are needed for a solution to be self-sufficient. For example, a solution should trigger alerts when there is a component that is unhealthy, and it should also be capable of automatically correcting issues. In technical terms, this is referred to as self-diagnosing and self-healing. In other words, the goal is a cognitive solution that can perform most of the maintenance work without significant human involvement.

To satisfy the business objectives, the proposed solution must meet the functional and technical requirements identified in **Section II.D.II Functional and Technical Requirements**.

Technical Solution Alternatives

The initial feasibility study of the workforce partners presented three alternatives forward:

- Alternative 1: Centralized System would provide a high level of alignment with the strategic objectives of the REACH Act and would provide great benefit to the Florida Workforce System, but it is the most complex and costly approach, has the longest timeline, and presents the most risk
- Alternative 2: Integrated Systems is the least complex, involves the lowest cost approach, has the shortest timeline, and presents the least amount of risk, but this approach fails to meet some of the primary strategic objectives of the REACH Act and would not provide many of the benefits intended by the legislation

— Alternative 3: Hybrid Integration would provide a level of strategic alignment and benefit comparable to Alternative 1 while being much less costly and complex, requiring a shorter anticipated timeline, and presenting less overall risk for implementation

	Strategic Alignment	Complexity	Timeline	Implementation Cost	Benefit	Risk
1 Centralized System 	 Very Strong	 Very High	 10+ Years	 \$350M – \$550M	 Very High	 Very High
2 Integrated Systems 	 Moderate	 Medium	 0 – 3 years	 \$125M – \$215M	 Medium	 Low
3 Hybrid Integration 	 Strong	 High	 3 – 6 years	 \$165M – \$290M	 High	 Moderate

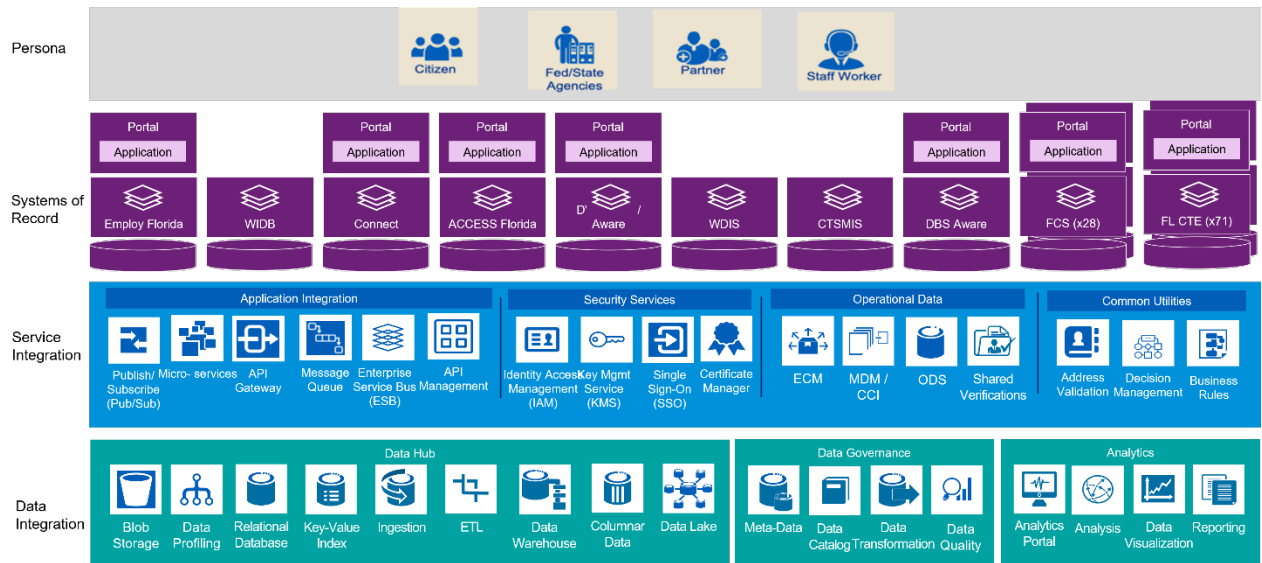
Rationale for Selection

Detailed assessments were conducted for each of the three strategic options so they might be compared and evaluated for strategic alignment. Selection from these future state alternatives required a decision framework that identified key criteria and an objective scoring approach, which was used to evaluate each of the three alternatives.

Recommended Technical Solution

The hybrid integration alternative incorporates all the back-office integration capabilities included in the overall integrated systems option but adds an enhanced and shared public portal. Like the large-scale public portal alternative this hybrid integration alternative will provide a no-wrong-door point of entry into the workforce-partnership enterprise. Floridians will use the portal anonymously to access information. The portal could also support program screening. Floridians will create an account and use it to apply or access a variety of self-service options. Implementation of a public portal could improve access, communication, and opportunity; promote self-sufficiency; drive efficiency; and improve the overall experience of interacting with the workforce-partner ecosystem. It could also promote benefits for the partnership: It could streamline eligibility, reduce manual data-entry, ensure more consistent applicant and client data, and reduce the level of effort required for making referrals, noticing, and reminding, and providing information and support. It could also improve back-office data management and provide a rich source of data for analytics.

SCHEDULE IV-B FOR FL WINS PROGRAM



- All system users will be described within the **Persona** section. This will include Floridians seeking services, state employees delivering services, in-scope departments and agencies, federal departments and agencies, and workforce development system partners. Functionality to allow system access to specialized, next-generation applications (for example, AI/Machine Learning, IVR, and Chat Bot applications), is also contained in the Persona section.
- Users will access the system through the **engagement layer** section. This will include a public portal, a portal for state employees, and a third portal for all others.
- The model will contain modern application services architecture, such as an application integration hub. This functionality is needed to extend critical capabilities to all in-scope systems. **Application integration services** are needed to extend common client data/intake data and case management/referral data into the existing applications via APIs, service brokers, or other innovative techniques.
- **Security Services, Operational Data services, and Common Utilities** will be the same as and they would deliver standardized services for consumption by the 107 existing systems.
- The **systems of record** layer would have to be significantly modified to consume and interact with the new service and data integration architecture components. The same would be true for the new portal layer that would replace any existing portals.
- The newly provided data integration functions are designed as readily consumable services within the **data integration** layer.
- The **data integration** section allows for optimum data storage, data consumption, and data transmission techniques. As with Alternative 2, the data hub would be designed to share and transmit common client data/intake data and case management/referral data across all existing systems.
- The **analytics** section provides the necessary analytic engines (advanced queries, statistical analysis, forecasting/predictive analytics, randomization, etc.), visualizations and reporting/publishing capabilities.
- The **data governance** section provides vital data classification and data control capabilities.

The Hybrid Integration model includes three primary scope elements – building for data integration capabilities, implementing a common customer portal, and including in the portal a shared intake/application form for in-scope systems. The purpose of these scope elements is to share data among

existing agency systems of record and enhance user experiences. Successful integration and data sharing will require more than shared systems of new technologies. Building a shared technology service will require coordinated management of the program across the Core Workforce Partners.

Developing a roadmap to build these new business and technical capabilities employed phasing strategies and industry benchmarks to estimate the timing required for each phase. It is assumed that there will be a vendor support strategy that will require business supports and systems integration, though it is still unknown if there will be a vendor-procured systems integrator or if this will be requested for inclusion in the solution build phase. The first set of procurements included (in this order) the procurement of an Independent Verification and Validation vendor (7/2022), the procurement of a Business Supports and Technical Advisory vendor, (08/2022) and the release of a Business Process Reengineering and Transformational Change Management vendor(s), executed in 12/2022. The Business Process Reengineering and Transformational Change Management procurement was deployed in the first set of procurements to develop the Target Operational Model, which will drive the remaining solution build procurements, which are set to be completed by the end of 2024.

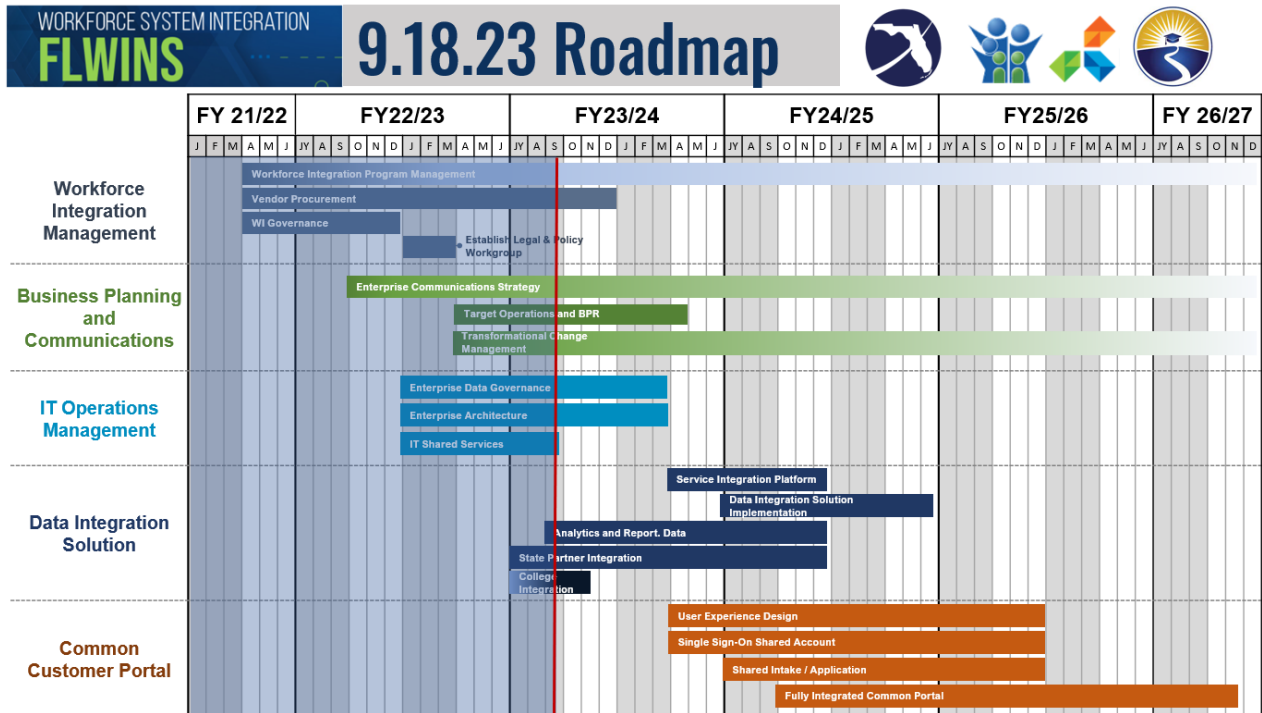
The Program’s roadmap includes a series of projects. These projects fall into the following categories and have updated information regarding what has been completed to date:

- **Workforce Integration Management:** Develop program and project management and governance standards for shared technology operations and establish a working group(s) to identify and address legal and policy barriers to information sharing.
 - **Updated information:** This project was initiated with the establishment of the Program Management Office (PMO) via the Business Support and Technical Advisory contractor. While the PMO, PgMP, Center of Excellence (COE), and workgroups are intact and functional today, the contract for Business Support and Technical Advisory was terminated for convenience and a new Request for Quotes to provide PMO Services is under development (and is expected to release in August). It was realized in execution of the Business Supports and Technology Advisory procurement, that the established program governance was robust enough not to require the presumed consulting services that the vendor was trying to impose on the program. The procurement that will be released for a new PMO vendor, specifies that only business supports by way of PMO functions are needed.
- **Business Planning and Communications:** Design a new business operating model and processes and establish a communications and change management plan to assist with the understanding and adoption of the changes.
 - **Updated Information:** This project recommendation was satisfied with one contract (same vendor) to initiate two individual projects: Business Process Reengineering and Transformational Change Management. The Business Process Reengineering’s main deliverable is the Target Operating Model, which is a predecessor to future state requirements, which are needed for the larger (infrastructure and development) procurements. The Transformational Change Management project helped establish a Transformational Change Management Office, which is responsible for organizational change management and communication management.
- **IT Operations:** Develop the data governance and enterprise architectures required to design the future of systems integration and data sharing.
 - **Updated Information:** Within the IT Operations category and not operationalized as a normal project, this recommendation is satisfied as data governance and enterprise architecture are being developed as part of the Program Management Plan and Standard Operating Procedures through the IT Shared Services Core Team Workgroup and specific focal area workgroups that will allow for maximizing Workforce Partner staff time and

resources by focusing on drafted problem statements and providing recommendations back to the Core Team for either adopting or escalating to the appropriate governance tier (depending on the established Decision Matrix Scoring level).

- **Data Integration Capabilities:** Develop the systems and data integration capabilities to share data between existing systems of record in an effective and efficient way leveraging modern technologies and cloud-based solutions.
 - **Updated Information:** A Program-logged decision was approved on 6/2/2023 as the Program shifted focus to initiating the Customer Portal project. The strategy is to let the customer and case worker drive the user experience, which in turn will drive the needs for the portal, which in turn helps define the data and infrastructure needs. These needs may result in sub projects (to the customer portal) or individual projects.
- **Customer Portal:** Enhance the customer experience through a single shared account which provides a common access point to update personal information, access program information, and submit common intake applications.
 - **Updated Information:** Work on this project has been ongoing with pre-initiation activities in June and July. Formal initiation through a charter and project plan will occur in August 2023.

The updated Program Roadmap from July 2023 Represents the efforts that have occurred and what has changed since the initial writing of the Schedule IV-B.



The expedited timeline in this roadmap reflects a realistic but aggressive approach that will require significant state resources to support procurement and program establishment.

Additionally, the updated roadmap reflects the shift in focus to initiating the Customer Portal project before initiating the Data Integration Capabilities project. While continuous updates to the roadmap

(sequencing and duration of activities) are expected, the overall timeline remains the same, except the end date of the Program is now earlier – December 31, 2026 – to align with funding constraint deadlines. It is notable to know that this roadmap is the latest Executive Program Sponsor approved roadmap, however, it will be updated once the Customer Portal Project releases a Request for Information in August/September of 2023.

D. Capacity Planning
(historical and current trends versus projected requirements)

In terms of capacity requirements, as the implemented solution will not be replacing the existing technical infrastructure of the current Workforce Partner systems, historical and current trends of the current systems do not necessarily provide a reliable depiction of the capacity and utilization the new solution will support. As the new solution will only support specific data-sharing functions between the current systems, future decisions made regarding the volume of data shared, transactions tracked, and information stored will help to clarify the required capacity. However, scalability and flexibility are among the benefits of the proposed technical infrastructure of the data hub and should enable the solution to meet any capacity needs the Workforce Partners have.

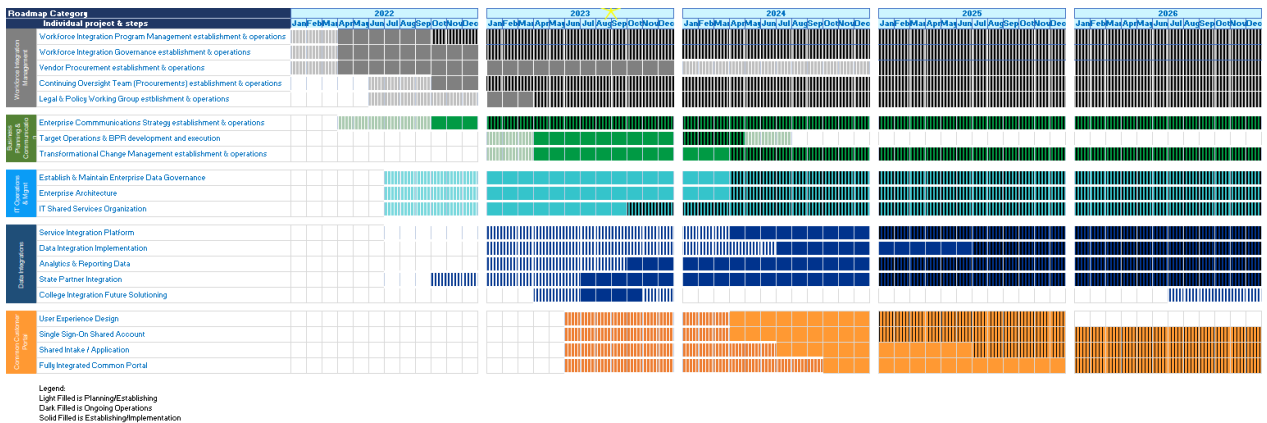
VII. Schedule IV-B Project Management Planning

The project will be formally established, chartered, and managed in accordance with Chapter 60GG-1, Florida Statute, Department of State Technology Project Management and Oversight.

NOTE: For IT projects with total cost in excess of \$10 million, the project scope, business objectives, and timelines described in this section must be consistent with existing or proposed substantive policy required in s. 216.023(4)(a)10, F.S.

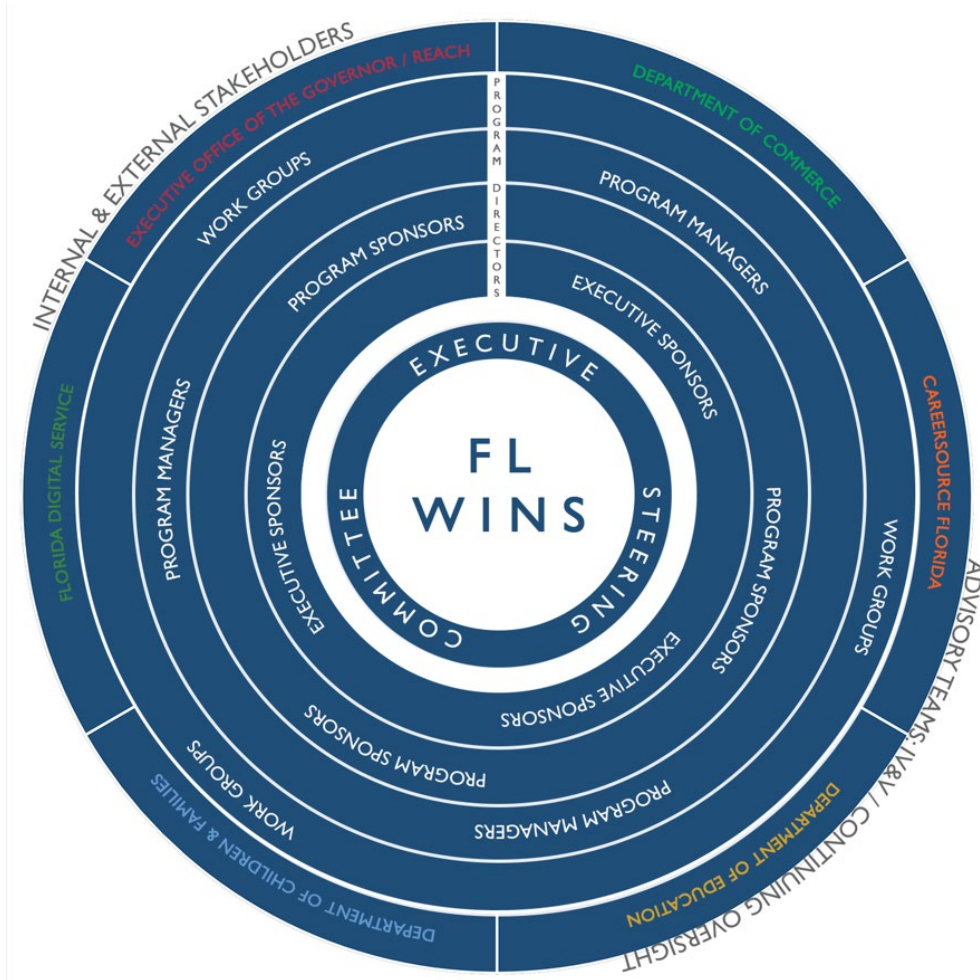
Project Phasing Plan/Baseline Schedule

The Project Roadmap was jointly developed through workshops with the Workforce Partners during the feasibility study. Individual projects were identified that will establish a business framework to manage the transformation program, establish new business capabilities, implement new technologies, and modify existing systems if needed. The Workforce Partners have reviewed the identified projects and their proposed scope, and validated an overall timeframe, including what capabilities will need to be in place for specific milestones. This plan establishes the implementation strategy and identifies timing and key dependencies which will exist between individual projects as part of the complete roadmap.



Project Organization

The project’s organization consists of an Executive Steering Committee, various governance bodies focused on primary functions, such as overall program management, project management, architecture, data governance, and legal and policy issues. These are described in further detail in the Implementation Plan section below. Below is a graphic representing the extensive collaboration that is needed from each Workforce Partner in this effort.



Implementation Plan

This section identifies and outlines the individual projects required to establish a business framework necessary to manage the envisioned transformation program, establish new business capabilities, implement new technologies, and modify existing systems.

- Overall timeframe, including what capabilities will need to be in place for specific milestones
- Implementation strategies, including where incremental development or ‘big bang’ implementations are preferred as timing will be affected by these strategies
- Timing and key dependencies between individual projects documented through a complete roadmap for all individual projects and the milestones that are expected to be operational by implementation

completion

Each of these individual project areas were developed based on several assumptions and these assumptions are provided within each project section.

Implementation of Category and Individual Projects:

Workforce Integration Management

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Transformational Program Management																				
Program Charter & Standards																				
Program Management Team																				
Enterprise PMO Operations & Reporting																				
Project Resource & Contract Management																				
Transformational Program Governance																				
Governance Charter & Standards																				
Governance Operations																				
Executive Steering Committee establishment																				
Information Technology Shared Services Core Team establishment																				
Legal & Policy Working Group																				
Resource identification																				
Issue identification & prioritization																				
Issue review & planning																				
Issue resolution																				
Continuing Oversight Team (Procurements)																				
Resource identification																				
Team Planning & Process Defining																				
Team Reviewing & Monitoring																				
IV&V Vendor Procurement																				
Establish requirements & SOW																				
Request for proposals																				
Negotiations & mobilization																				
Business Support (PMO) Vendor Procurement																				
Establish requirements & SOW																				
Request for proposals																				
Negotiations & mobilization																				
Business Process Reengineering & Transformational Change Management																				
Establish requirements & SOW																				
Request for proposals																				
Negotiations & mobilization																				

The key assumptions used to develop the detail for the Workforce Integration Management project included:

- Vendor shall adhere to state protocols, processes, and other key requirements in development of requirements, SOW, and mobilization (and will make recommendations on better practices as necessary)
 - Updated Information: Procured vendors on the FL WINS Program are not expected to participate in any other procurement negotiations
 - Standard procedures across agencies will be established to streamline processes and align priorities
 - Updated Information: Due to the complexity of this initiative and its collaborative nature, this will be an ongoing effort.
- Vendor shall adhere to/consider state requirements (including the use of the Project Management Institute’s Project Management Body of Knowledge (PMBOK)) in the development of the program charter and standards
 - Updated Information: Program Charter and Program Management Plan have been developed and are utilized within the Program Standards.
- State will provide fully dedicated resources to support overall program management in connection with vendor(s) and/or contractors
 - Updated Information: Each Workforce Partner is represented in multiple areas of the Program’s governance structure to provide the most collaborative and aligned vision for the future state.
- Vendor shall provide integrated programmatic reporting (overall program and individual project statuses, risks, issues, etc.) to provide leadership (and other key stakeholders) with information required to make business decisions
 - Updated Information: This is currently being handled by monthly status reporting and through the Transformational Change Management Office. When the Program Management Office (PMO) re-release of procurement goes out in late summer early fall of CY 2023, the expectation is to have the PMO manage the programmatic reporting on a more frequent basis than monthly.
- Transformation management office should have the authority to make program management-based decisions based on standards defined in the program charter and Program Management Plan (PgMP)
- State shall assign key leadership resources to provide input into the workforce integration management governance standards
 - Updated Information: This is currently being met through the robust governance structure of the Program, which allows for full collaboration and participation of Partners.
- State shall identify participants for the Executive Steering Committee
 - Updated Information: The Executive Steering Committee was established and met in December 2022 and recently in July 2023; this group will meet on an ad-hoc or quarterly basis as needed.
- State shall identify participants for the IT Shared Services Workgroup
 - Updated Information: The IT Shared Services “Core Team” Workgroup has been established and is brought together on an ad-hoc basis to resolve identified problem statements that have been submitted by the encompassing Focal Area workgroups within the workgroup is also expected to evaluate and decide on proposed recommendations or escalate to the appropriate governance tier for decision making.

- Vendor shall incorporate existing governance structures, SOPs, and processes into the development of the workforce integration management governance model
 - Updated Information: The Program has a robust 3-tier governance structure that is in place.
- At this time, Systems Integrator (SI) services have not been secured, nor has this avenue been completely removed. The Program is still evaluating this original recommendation and looking to the vendor community to make the business case on solving for this with an upcoming Request for Information tool that will be released at the end of August 2023. It is important to note that the decision to include a standalone SI vendor, is at the discretion of Program Leadership for FL WINS.

The first two project categories in the roadmap (Workforce Integration Management and Business Planning and Communications) are primarily composed of non-technical projects that help the organization create a framework for coordinating and implementing the changes in strategy, policy, organization, business operations, and technology needed to transition to the desired target state. These projects will have a cross-department and program-wide approach. They should be undertaken as soon as possible and continue in conjunction with the Business & Technology Projects.

Given the complexity and extensiveness of FL WINS, structural components for cross-departmental transformation are essential. Without a proper governance structure in place, the project will not be sustainable in its implementation, operational, and enhancement phases.

This project category is focused on establishing the governance model and structural processes which will guide Workforce Partner systems integration projects to support this inter-agency initiative. This will include standards for setting priorities, project management, decision-making, issue escalation and resolution, legal and policy alignment, and tracking progress against expectations.

It is recommended to establish the following functions and governing boards for decision-making and delegation of authority:

Workforce Integration Program Management

Program Management Team

The Program Management Team should comprise key leaders from each of the Workforce Partner agencies and other applicable stakeholders of Florida's workforce programs. This team should establish the Program Charter and Standards and define the scope for the entire FL WINS initiative and should be accountable for ensuring the initiative adheres to the vision and meets the related objectives of the REACH Act.

The Program Management Team should be responsible for oversight of all efforts associated with achieving the related goals and objectives of the REACH Act, including both project and non-project efforts. This includes accountability for key stakeholder communication strategies and oversight of all project management office (PMO) activities. A key aspect of the communication strategy for the Program Management Team should be to ensure a consistent message is articulated to make certain that all stakeholders are aligned on the goals and outcomes of the initiative. This will ensure the target population is aware of ongoing progress and objectives, as well as increase the likelihood of stakeholder engagement and support of the initiative.

Updated Information: Situated in tier-2 of the 3-tier governance structure, the Program Management Team was established in the initial Program Management Plan and further elaborated in subsequent versions. Roles and responsibilities are established for Program Sponsors from each Workforce Partner Agency, who lead the Program Management Team. Each Workforce Partner Agency is supported with a Program Manager. Escalations within the Program Management Team, and up/down to other tiers, are led by two Program Directors – one from the REACH office and one from FloridaCommerce.

Enterprise Project Management Office (PMO)

The PMO will serve a significant role throughout the entirety of the program roadmap by upholding established project management standards and overseeing the ongoing progress of roadmap projects, both individually and collectively. The PMO can be comprised of a combination of existing project and program management staff across the agencies, as well as an externally procured vendor that provides project management oversight services.

One of the key functions of the PMO should be to establish, and ensure the consistent utilization of, high-quality project management standards and practices. These should be developed based on industry-standard methodologies and techniques, incorporating existing agency practices as appropriate, and should satisfy all applicable State of Florida requirements for project management activities. Adhering to these standards will help to maintain project timelines and costs, ensure adequate project planning and execution, and mitigate or avoid unanticipated setbacks.

The PMO should also contribute to effective governance by providing ongoing reporting of project performance and facilitating timely communication to Program leadership of project status, risks, and issues to enable informed decision-making.

The above described PMO was designed and constructed by the Business Support and Technical Advisory contractor. Now known as the FL WINS PMO, the PMO has been through several revisions and mediations. To address deficiencies identified by the Program’s Independent Verification and Validation contractor, the FL WINS PMO conducted a major overhaul of the PMO artifacts in April 2023. Today, the FL WINS PMO is fully functional, backed by a Center of Excellence, Central Repository, and Project Management Information System.

Project Resource and Contract Management

As resource needs are identified for projects throughout the initiative, each agency will review those needs to determine whether existing agency staff are available to allocate to the project(s) or if staff must be hired or procured to meet those needs. Once staff are allocated to projects, agency management and the PMO will coordinate to direct, manage, and monitor staff resources.

It is expected that implementing the roadmap projects will result in multiple procurements, whether they are through renegotiating existing contracts or contracting for new services or solutions. As Florida continues to move towards integrated or shared services, contract management will be necessary for negotiating, contracting, and monitoring vendors and contracts.

Roadmap Phasing and Timing

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Individual project & steps																				
Transformational Program Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Program Charter & Standards		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█
Program Management Team		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█
Enterprise PMO Operations & Reporting		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█
Project Resource & Contract Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Transformational Program Governance	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Governance Charter & Standards		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█
Governance Operations		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█
Executive Steering Committee establishment		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█
Information Technology Shared Services Core Team establishment		█	█	█		█	█	█		█	█	█		█	█	█		█	█	█

KEY STEPS	DEPENDENCIES
1. Program Charter & Standards – Completed. <ul style="list-style-type: none"> — Identify goals and expectations, accountabilities, structure, roles & responsibilities, etc. 	Identification of Program Management Team members
2. Program Management Team – Completed. <ul style="list-style-type: none"> — Accountable for ensuring the initiative adheres to the vision and meets the related objectives of the REACH Act — Establish and manage communication strategies for key stakeholders — Establish and oversee the PMO 	Program Charter ratification
3. Enterprise PMO Operations & Reporting – Established and Ongoing. <ul style="list-style-type: none"> — Identify available PMO staff and hire or procure a vendor that performs project management oversight services, if desired — Establish project management and reporting standards, considering existing documentation and standards from each agency and FLDS — Regular communication of project progress, risks, issues, etc. 	Establishment and staffing of PMO
4. Project Resource & Contract Management – Established and Ongoing <ul style="list-style-type: none"> — Identify staff from each agency who will serve as project resources for the initiative — Identify gaps which may need to be filled through hiring external resources — Identify agency points of contact for ongoing contract management 	

Updated Information: To date, the above key steps have been satisfactorily achieved: The Charter has been executed; The Program Management Team is established and operating; The PMO is established, operating, and is currently staffed with Workforce Partner Agency Staff, Staff Augmentation resources, and contractor (vendor) staff; and the Project and workgroups are adequately resourced.

Additionally, the contract management functions are bolstered by the creation and operation of a multi-agency Continuing Oversight Team (Reference 287.057(26)(a-c), Florida Statutes), that includes members from each Workforce Partner Agency (excluding CSF currently).

Anticipated Business & Process Impact:

Establishing a cross-departmental PMO will be necessary due to the impact of the FL WINS program as a whole and the nature of it spanning across three separate agencies. This will be especially important for this integration-based program as so much of the work will involve applications and systems that are currently under modernization efforts. These individual endeavors will need to be coordinated to ensure that – ultimately – all the “dots” connect to form a new and relatively seamless whole. The executive governance structures established or reformulated to guide this program will significantly impact ongoing

program and project management, project resource allocation, and contract management for the initiative. Due to the size and scope of the initiative, agencies will likely need to assign dedicated resources to this initiative, which could have significant impacts on existing agency priorities in the technology, programmatic, and procurement areas.

Anticipated Technology Impact:

To enable the PMO and its associated processes to develop appropriately, the Workforce Partners should assess the available tools and utilize those that will best enable the management of shared resources and track project status, issues, decisions, and performance.

Benefits of the Approach:

One of the key benefits of incorporating these elements will be alignment across the Workforce Partners on program goals and objectives. As indicated throughout the roadmap details of this report, maintaining a shared vision and alignment across the Workforce Partners will have a significant contribution to the success of the program. This alignment should also contribute to streamlined communications about the program to promote awareness for all stakeholders regarding project status, upcoming initiatives, risks and issues, system changes, and other updates.

Identifying and documenting processes to guide the program and individual projects should ensure continuity throughout all projects of the roadmap and prevent process ambiguity that can potentially result in confusion, delays, and unaddressed risks and issues. Documenting defined processes, roles, and responsibilities for decision-making authority, escalation of risks and issues, and project management standards should create a framework that enables both leadership and project teams to be proactive in performing their duties and responsive if issues arise. Additionally, establishing effective resource management practices should provide focus on the availability of critical staff throughout the program.

Project Dependencies:

The success of the initiative will be dependent upon having a high level of commitment, stakeholder buy-in, and executive support. It is vital to have consistent Workforce Partner participation and investment of time and effort.

Potential Challenges:

Establishing and maintaining a shared vision is a critical dependency for the long-term success of the program but maintaining continuity of a shared vision could also prove to be a significant challenge. Different visions could exist or arise between the three agencies that could hinder the effectiveness of program operations and success of projects throughout the program. It will be crucial for the Workforce Partners to align on a shared vision from the start and ensure it persists throughout the life of the program.

Another potential challenge could be availability of staff resources across the Workforce Partner agencies. Resource requirements for FL WINS will likely conflict with existing priorities for critical staff within each agency. Prioritization of key resources will be critical to the success of this initiative.

Procurement Strategy

The scope of the recommended alternative requires a significant level of investments into transformation of both business and technical operations. With the complexity of these changes and the level of effort that they require, the state is going to require support from a variety of vendors with a wide spectrum of specialties. Naturally, there are several different strategies that could be employed to procure the products and services that will meet these needs.

Product and Service Procurement Requirements

To successfully manage and execute the integration required by the REACH Act and identified in the

Alternatives Analysis, the state will need to deepen its business and technical capabilities and capacity in several different ways. Integration at this level needs more than the implementation of new and shared technologies to share data and enhance customer experiences, it also needs business-level integration to facilitate development and operations of a shared service that will support all workforce integration partners in their efforts.

Best of Breed Vendors

By selecting vendors individually, the state will have the maximum flexibility in selecting vendors that align best to their priorities and preferred technical solutions. With more specialized vendors, lock-in to any one vendor will be effectively eliminated, providing the state with the most long-term flexibility. Based on experiences with previous procurement efforts, it is expected that much smaller procurements will each benefit individually from a faster, less complicated process with few diverse requirements to consider.

With this flexibility, however, comes an increased challenge in vendor contract management and oversight that will be required. A diverse set of vendors also has the potential to add challenges with performance management, where deliverables are all interdependent on each other any issues could lead to finger pointing and a difficult culture. A large number of procurements also has the potential to add significant time required to the overall roadmap to allow for procurement, selection, negotiations, and potential conflict and/or issue resolution.

Introduction

Multiple procurements could potentially take place to contribute to the success of this initiative; therefore, it will be critical for the Workforce Partners to employ a procurement strategy which provides flexibility in deciding whether to utilize a single vendor to address multiple needs or to selectively utilize different vendors to address different needs based on expertise. Regardless of the approach chosen, it will be important to establish a consistent structure for managing procurements to enable cooperation and collaboration between the Workforce Partners throughout the initiative.

The recommended approach employs a procurement strategy that will utilize vendor partners to provide both business transformation services and technical development and integration services, in addition to the required utilization of an Independent Verification and Validation (IV&V) vendor. This approach assumes a minimum of three (3) procurements for these services but also provides for the procurements to be constructed in a manner that will allow the Workforce Partners the flexibility to be selective of individual vendor partners for particular services and/or consolidate other aspects if desired. Each of the three primary procurements is described in brief detail below.

Business Support and Technical Advisory

The program should procure a vendor partner(s) to assist in establishing a foundation of professional services and support, as well as advise and provide support in the development of key technical aspects to guide the Workforce Partner systems integration program. The Business Support and Technical Advisory Vendor(s) should provide the consulting expertise needed to develop a strategic plan for the Workforce Partner systems integration program, as well as provide initial and ongoing strategic, technical, and programmatic support for several foundational elements of the program. In collaboration with the Workforce Partners, the Business Support and Technical Advisory Vendor(s) should develop and manage governance for the overall program, manage individual projects, develop data and technical standards, develop and maintain information and technical architecture documentation, and establish a data security plan.

A Request for Quote to procure Business Support and Technical Advisory services was release in May 2022, which resulted in a contract that was fully executed in August 2022, after which the contractor was onboarded and operating. The contractor crafted many of the above foundational elements of the FL WINS

Program. Additionally, the contractor supported the Program for nearly 11 months with key contributions of establishing and remediating the Program Management Plan (and designing and building the Program Management Office), operating the Program, and initiating two projects and two workgroups. Ultimately, staffing, work quality, and contract concerns led to termination of the contract on June 23, 2023. As a result, the FL WINS Program is pursuing a three-pronged approach to staffing the Business Support and Technical Advisory function: 1. Redistribution of the work amongst the Workforce Partner Agencies (with the addition of two full-time resources from the Business Process Reengineering contractor), 2. Pursuit of additional short-term resources through a staff augmentation Request for Quotes (release accepted in Fall 2023), and 3. Pursue a new Program Management Office (PMO) contractor to provide long-term resources through a Request for Quotes (release excepted in Fall 2023).

Systems Integrator

At the time the original Schedule IV-B was developed in 2021 the recommendation was to have a systems integrator as one of the main three procurements. However, the Program leadership at the time determined that a Target Operating Model needed to be developed prior to solutioning for the technology build. This was incorporated into the Business Process Reengineering Project and is currently underway.

The Systems Integrator Vendor(s) option has not been concluded yet and may still be an option for upcoming procurements in the Program. To date, not procuring a systems integrator has enabled Program costs to remain low and added flexibility to empower the Program to secure the best solution (along with the right implementation model). The upcoming Request for Information (Fall 2023) to help inform the procurement for the customer portal will help define the implementation model (and/or need for a Systems Integrator).

The Program is still evaluating this original recommendation and looking to the vendor community to make the business case on solving for this with an upcoming Request for Information tool that will be released at the end of August 2023. It is important to note that the decision to include a standalone SI vendor, is at the discretion of Program Leadership for FL WINS.

Independent Verification and Validation (IV&V)

The IV&V Vendor should provide an objective, neutral, and independent assessment of deliverables produced throughout the Workforce Partner systems integration program. The IV&V Vendor should also assess and report on the Workforce Partner systems integration program's organization and planning, procurement, management, and technical solution development and implementation.

IV&V services are required pursuant to the Florida Information Technology Project Management and Oversight Standards found in rules 60GG-1.001 through 60GG-1.009, Florida Administrative Code (F.A.C).

A Request for Quotes to procure an Independent Verification and Validation contractor was released in February 2022, resulting in a contract that was fully executed in June 2022, after which the contractor was onboarded and began operating in July 2022.

Roadmap Phasing and Timing:

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Workforce Partner Integration Management	Continuing Oversight Team (Procurements)	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Resource identification	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Team Planning & Process Defining			█	█	█	█	█	█												
	Team Reviewing & Monitoring			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	IV&V Vendor Procurement	█	█	█	█																
	Establish requirements & SOW	█	█	█	█																
	Request for proposals		█	█	█																
	Negotiations & mobilization		█	█	█																
	Business Support (PMO) Vendor Procurement	█	█	█	█																
	Establish requirements & SOW	█	█	█	█																
	Request for proposals		█	█	█																
	Negotiations & mobilization		█	█	█																
	Business Process Reengineering & Transformational Change Management			█	█				█												
	Establish requirements & SOW			█	█				█												
	Request for proposals			█	█				█												
	Negotiations & mobilization			█	█				█												

As all procurements require time to advertise and award, incorporating a higher number of procurements will extend the timeline of the overall initiative timeline.

Anticipated Business & Process Impact:

In addition to time, the procurement process requires staff resources to perform the tasks of drafting language, reviewing and evaluating responses, and managing contracts. A high volume of procurements could require large commitments of staff resource time.

Benefits of the Approach:

The primary benefit of this approach will be providing the Workforce Partners with adequate flexibility in selecting the vendor(s) to provide services required throughout the program. This flexibility should help enable the Workforce Partners to select the vendor(s) whose services will provide the most value to Floridians and the State of Florida.

Another benefit of this approach is the establishment of a clear framework and processes for procurement development, advertisement, evaluation, and award. This should help to prevent negative schedule and budget impacts caused by confusion and delays that result from undefined roles, responsibilities, and procedures.

Project Dependencies:

The success of the initiative will be dependent upon having a high level of commitment, stakeholder buy-in, and executive support. It will be vital to have consistent Workforce Partner participation and investment of time and effort.

Potential Challenges:

Establishing and maintaining a shared vision is a critical dependency for the long-term success of the

program but maintaining continuity of a shared vision could also prove to be a significant challenge. Different visions could exist or arise between the three agencies that could hinder the effectiveness of program operations and success of projects throughout the program. It will be crucial for the Workforce Partners to align with a shared vision from the start and ensure it persists throughout the life of the program. In addition to maintaining a shared vision between the Workforce Partners, the program's individual projects will likely conflict with competing priorities within each agency on occasion. When these conflicts arise, executive leadership will need to make decisions on prioritization.

Workforce Integration Governance

Introduction

An overarching governance framework will put in place critical structural components to ensure the success of this transformational initiative. Governance should lay the foundation for key processes which enable informed, collaborative decision-making that will continue advancing the goals and vision for Florida's Workforce Partners. Below is a graphic representing the implemented robust 3-tier governance structure that is intended to allow for layers of Workforce Partner coordination and collaboration. This is intentional to ensure that complete alignment on vision is maintained throughout the life of the Program.



Executive Steering Committee

The Executive Steering Committee will be responsible for serving as ultimate decision making authority, they are responsible in engaging in matters that cannot be resolved by the Executive Program Sponsors or the Program Management Team, responsible for decisions impacting program activities aligned to the strategy including scope, budget, timeliness, or quality changes (decision scoring metric has been established) and they are responsible for championing the Program throughout their represented entity. The Executive Steering Committee membership is made up of Departmental and delegated leadership staff that represent each Workforce Partner. The inaugural Executive Steering Committee (ESC) meeting was held on December 19, 2022, thus establishing membership of the ESC. Membership is comprised of Secretary/Department head level representation. At this same meeting, the ESC approved a three-tiered governance structure.

The formal processes for resolving these conflicts should be developed collaboratively by the Workforce

Partners based on shared, agreed-upon values and priorities to enable timely, objective decision-making.

Steering Committee membership: Departmental / Program leadership or delegates able to make decisions on behalf of their organizations

Role: Evaluate escalated issues from individual projects, make decisions on strategic program elements, address cross-departmental implications

Information Technology Shared Services Workgroup Core Team

Program Leadership chose not to establish an Architecture Review Board. Instead, the above-described functions have been shifted to the IT Shared Services Workgroup. This was an intentional shift, by Program Leadership, away from the above recommendation. The shift was based on the strength of the Program’s governance structure and strategically avoiding duplicative work and unnecessary redundancy in decision making. Strategically, this helps maintain consistent decision making – by following the Program’s escalation path to the appropriate governance tier. Tactically, recommendations are generated by the IT Shared Services Focal Groups (specialists in specific areas like architecture) and through the IT Shared Services Core Group (designated IT leaders from each Workforce Partner Agency) to the appropriate governance tier for approval.

The Information Technology Shared Services Workgroup (ITSSWG) should serve as a governance body that ensures each technology solution is designed to meet any applicable federal and state standards and guidelines and that each solution aligns with state information technology goals and objectives. The ITSSWG will have a “Core Team” that will include leaders from each Partner in this collaborative effort. The ITSSWG Core Group will be provided recommendations from the larger ITSSWG, that have specific focal areas. The ITSSWG is responsible for the:

- Define the technical architecture design standards, policies, and principles.
- Establish architecture roadmaps that are consistent with the overall roadmap for the initiative.
- Oversee all technical aspects of the solution.
- Ensure that the solution design aligns with industry best practices.
- Provide guidance and technical recommendations.
- Lead architecture reviews.
- Approve project architecture.
- Oversee the system development lifecycle (SDLC) and all program initiatives.

ITSSWG Core Team Membership: The ITSSWG Core Team is made up of each Workforce Partner’s Chief Information Officer or Chief Technology Officer and the FL[DS] Chief Data Officer.

Role: The ITSSWG’s overarching purpose should be to oversee the design and development of compliant and quality Workforce Partner information technology solutions.

Roadmap Phasing and Timing:

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Transformational Program Governance	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Governance Charter & Standards																				
Governance Operations																				
Executive Steering Committee establishment																				
Information Technology Shared Services Core Team establishment																				

KEY STEPS	DEPENDENCIES
1. Governance Charter & Standards – Completed and updated regularly. <ul style="list-style-type: none"> — Identify goals and expectations, accountabilities, structure, roles and responsibilities, processes, meeting cadence, etc. 	Senior leadership approval from all agencies
2. Executive Steering Committee establishment - Completed <ul style="list-style-type: none"> — Identify Departmental / Program leadership to serve on Committee — Schedule initial review and ratification of the Charter 	Initial Charter
3. Information Technology Shared Services Workgroup Core Team establishment - Completed <ul style="list-style-type: none"> — Identify business and system owners to serve as members of ITSSWG — Establish technical architecture standards 	Initial Charter
4. Governance Operations – Established and ongoing <ul style="list-style-type: none"> — Regular meetings in accordance with Charter and standards — Expand on initial Charter scope over time 	Establishment of Governance Charter and Standards, Executive Steering Committee, and Architecture Review Board

Anticipated Business & Process Impact:

Establishing a new governance structure will be necessary due to the impact of the FL WINS program as a whole and the nature of it spanning across three separate agencies. The new or augmented executive governance structures should enable a model of continuous modernization of the Workforce Partner systems and will have a significant impact on the processes associated with decision-making, resource allocation, and setting priorities for future enhancements and/or modifications, among others. Chartering of executive governance will help establish the guardrails of where and how FL WINS governance processes will be engaged in the context of overall management across the Workforce Partner agencies. Program executive operations and decision-making will also need to adapt to accommodate the FL WINS governance bodies and their associated increased dependency/interoperability between agencies and on shared services.

Architecture governance will impact the business of managing technology assets across the Workforce Partner Systems domain. Architectural strategies should take into account the overall initiative instead of focusing on individual projects within the initiative.

Anticipated Technology Impact:

The Workforce Partners should consider incorporating a technical architecture team to manage the initial implementation more easily and effectively and to help facilitate the ongoing maturation of the enterprise architecture and associated processes. Architecture tools can help govern the increasingly shared IT environments, actively manage shared requirements, and support federal certifications, as appropriate.

Benefits of the Approach:

This approach should provide a clear framework of roles, responsibilities, and processes for FL WINS governance, decision-making, escalation, and communication. Establishing these cross-departmental governance processes should create a structure to enable collaborative prioritization for future enhancements and systems changes. The governance framework should also guide the Workforce Partners

in appropriately preparing for, and managing the impacts of, those changes.

Project Dependencies:

The success of the initiative will be dependent upon having a high level of commitment, stakeholder buy-in, and executive support. It is vital to have consistent Workforce Partner participation and investment of time and effort. Additionally, plans should be established for future integration of FCS and CTE programs and institutions into the FL WINS purview, including representation in the program’s governance bodies.

Potential Challenges:

Establishing and maintaining a shared vision is a critical dependency for the long-term success of the program but maintaining continuity of a shared vision could also prove to be a significant challenge. Different visions could exist or arise between the three agencies that could hinder the effectiveness of shared governance. It will be crucial for the Workforce Partners to align on a shared vision from the start and ensure it persists throughout the life of the program. In addition to maintaining a shared vision between the Workforce Partners, the program’s individual projects will likely conflict with competing priorities within each agency on occasion. When these conflicts arise, executive leadership will need to make decisions on prioritization.

Legal & Policy Working Group (LPWG)

Introduction

The LPWG should ensure the accurate, timely, collaborative, and consistent implementation of all relevant laws, regulations, and policies relating to system design and development throughout the initiative. It should also play a leading role in the development and implementation of new state laws, regulations, and policies—as well as the amendment of existing authority—needed to effectively integrate the Workforce Partner systems.

The LPWG must be prepared for intensive activity prior to the initiation of system implementation and throughout the design phase of the program. During this time, the LPWG will research all existing authority relating to the initiative. The LPWG will:

- Identify issues that must be resolved prior to implementation.
- Support the negotiation and drafting any cross-program memoranda of understandings (MOUs) or service-level agreements (SLAs) needed to effectuate integration.
- Draft policy specification documents that will guide system design.
- Pursue any remedies needed to ameliorate legal, regulatory, or policy hurdles impeding the achievement of the desired level of integration.
- Participate in requirements-development work sessions to ensure that the solution design adheres to applicable laws, regulations, and policies (e.g., federal, state, local, accessibility).
- Complete an early and comprehensive evaluation of the applicable standards governing system accessibility and provide the oversight needed to ensure delivery of a compliant, accessible, and user-friendly solution.

The LPWG will continue to support the initiative throughout development, but at a less intensive pace. After implementation, the LPWG will continue to function on an ad hoc basis to address any emergent legal or policy issues.

The Legal and Policy Workgroup (LPWG) was chartered in April 2023, with an inaugural meeting held on April 5, 2022. The key steps listed above have been achieved: 1. Membership of the LPWG Program was established and is documented, 2. Issues have been established and regular workgroups have occurred, 3.

Issues review/planning has occurred, and 4. Ongoing resolution is being achieved. In pursuit of continuous improvement, the LPWG is being streamlined to meet only when there is something to resolve – prompted by a “problem statement.” To ensure effectiveness of the LPWG, resources have been assigned to provide business analysis and technical writing services. In this manner, a symbiotic relationship is created in which the LPWG guides assigned resources on content that needs to be created; in turn the resources provide content to the LPWG for evaluation and recommendation (if necessary).

Workgroup membership: LPWG members should be legal and policy experts, representing the programs that have a stake in the design and operation of integrated Workforce Partner systems. The LPWG should serve as the escalation point for legal and policy issues that arise out of design workshops and other activities that support solution design and development. When points of conflict cannot be resolved by the LPWG, they should be further escalated to the appropriate entities for resolution. The LPWG can expand to include additional personnel on an ad hoc basis to address specific program areas under consideration or any issues affecting cross-program functionality.

Roadmap Phasing and Timing:

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
on Management	Legal & Policy Working Group																				
	Resource identification																				
	Issue identification & prioritization																				
	Issue review & planning																				
	Issue resolution																				

KEY STEPS	DEPENDENCIES
1. Resource Identification — Identify legal and policy experts to serve on the LPWG	
2. Issue Identification & Prioritization — Establish process for identifying and tracking issues — Regular and/or ad hoc meetings to discuss and prioritize issues identified	LPWG resource identification
3. Issue review & planning — Meet, as necessary, to further review issues and establish plans for resolution identification — Escalate issues that cannot be resolved to appropriate parties	Issue identification
4. Issue resolution — Ongoing resolution of issues as they arise	Issue review and planning

Anticipated Business & Process Impact:

The LPWG is primarily intended to address policy challenges that present barriers to increased interoperability between programs. Additionally, having the LPWG will provide an opportunity to evaluate new policy changes in each program in the context of other program’s policies.

Benefits of the Approach:

This approach should provide a clear framework of roles, responsibilities, and processes for addressing legal and policy issues between programs, as well as escalation and decision-making authority, as necessary. An effective LPWG and processes should guide how legal issues, policy changes, and associated impacts are managed and communicated to stakeholders.

Project Dependencies:

The success of the initiative will be dependent upon having a high level of commitment, stakeholder buy-in, and executive support. It is vital to have consistent Workforce Partner participation and investment of time and effort. Additionally, plans should be established for future integration of FCS and CTE programs and institutions into the FL WINS purview, including representation in the LPWG.

Potential Challenges:

As with any new initiative pertaining to programs regulated by federal and state laws and policies, there is the potential for conflicting legal and policy issues that do not have a clear current resolution. Due to this, there may be certain legal and policy issues which require a larger investment of time and resources to reach conclusions.

Business Planning and Communications

The key assumptions used to develop the detail for the Business Planning and Communication project included:

- Communications and change management will be required throughout the program.
- Adequate time will be allotted for approval of Targeted Communications through the Governor’s Office and/or other agency review processes to ensure all identified stakeholders receive the appropriate communications.
- All Workforce Partners will be involved in both Joint Application Requirements (JAR) sessions using an agile approach with cross-functional teams to identify requirements and business process redesign sessions. JAR sessions are a process used to collect business requirements from various stakeholders.
- All Workforce Partners will be directly involved with identifying the people, processes, and technology necessary when aligning the Target Operating Model (TOM) to the overall vision and strategy of the project by describing the desired state of the operating model. The TOM is the comprehensive blueprint for aligning the organization to deliver and execute the identified strategic objectives.
 - The goals of the project and how they will be achieved must be clearly defined among all Workforce Partners.
- To minimize resistance and maximize buy-in of the various stakeholder groups, the change management plan and communications plan will be developed in coordination with each other.
 - The key messages, timelines, and milestones of the project should be the basis for both plans.
- A shared services approach will require Workforce Partners to support functionality that delivers higher quality and better value services to Floridians statewide but may involve changes to some agency-specific business processes.

Business planning and communications provides an opportunity to develop a strategy for improving performance while utilizing key messages and tactics to engage with all relevant stakeholders impacted by the overall project objectives. Further, agencies can provide stakeholders with information that connects their needs and expectations to the vision and strategy of the project.

When developing the business strategy, it will be important to determine a vision and set clear goals for

the project. Further, the business strategy needs to set priorities, identify resources and available funding, establish desired outcomes, and define agency accountabilities.

Business planning and communications will include efforts to address components of the following three (3) project categories:

- Enterprise Communications Strategy
- Target Operations & Business Process Reengineering (BPR)
- Transformational Change Management

Each of these project categories is explained in further detail below.

Enterprise Communications Strategy

Introduction

Given the broad scope of programs within the workforce development partnership, the numerous and diverse population of Floridians that interact with the partnership, and the myriad interested support groups, advocates, and other stakeholders, a robust, coordinated, and ongoing communications strategy will essentially contribute to the program's success.

A coordinated communications strategy helps provide your target audiences with accurate information throughout the project (why). Further, it helps determine who will be receiving specific communications, what will be communicated, when communications will be distributed, how communications will be provided, and where stakeholders can find additional information. It will be vital for communications to not be solely focused on project details and status updates. Communications need to articulate what changes are happening and how these changes are beneficial to providing Floridians a more coordinated government effort to help them train for and obtain a career of their choice.

The need and complexity of communicating an ambitious and holistic business change is easily underestimated. For this project category, it will be necessary to articulate a consistent message of project outcomes. The purpose of this enterprise communication strategy is to ensure that applicants, clients, and agency staff are aligned on the outcomes of the project. It should begin at the start of the project and continue throughout to help ensure that all stakeholders are aware of, and become fully engaged in, the new capabilities available to them when complete. The communication plan must identify priority communications goals, the intended audiences and outline a framework for understanding and implementing the communications strategy.

Roadmap Phasing and Timing

SCHEDULE IV-B FOR FL WINS PROGRAM

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Business Planning & Communications	Enterprise communications strategy																				
	Identify stakeholders (customers, partners)																				
	Communications strategy, plan, & toolkit																				
	State workforce partner communication support																				
	College awareness communication support																				
	Communications content development																				
	Create targeted communications campaigns																				
	Target Operations & BPR																				
	Establish shared services accountabilities																				
	High level TOM / Macro Org Design																				
	Business process re-engineering																				
	Detailed business requirements																				
	Transformational Change Management																				
	Stakeholder identification																				
	Change readiness evaluation																				
	Project Change Management Plan																				
	Project Change Management																				

KEY STEPS	DEPENDENCIES
1. Identify stakeholders - Completed <ul style="list-style-type: none"> — Identify key stakeholder groups that will need some level of communications 	PMO establishment
2. Communications strategy, plan, & toolkit Established and Ongoing <ul style="list-style-type: none"> — Establish a communications plan — Determine communications channels — Determine frequency and sequencing — Determine the sender — Define intended outcomes 	Executive Steering Committee approval
3. Communications content development Established and Ongoing <ul style="list-style-type: none"> — Develop content for target stakeholders based on plan <ul style="list-style-type: none"> - State Workforce Partner communication support - College communication support <ul style="list-style-type: none"> • Determine relevant topics • Collaborate on objectives — Determine key messages — Align with change management plan 	Communications strategy
4. Create target communications campaigns Established and Ongoing <ul style="list-style-type: none"> — Deliver communications — Gather feedback 	Communications strategy

KEY STEPS	DEPENDENCIES
— Update as needed	

The key steps above were achieved when the Transformational Change Management project team conducted a stakeholder analysis, which was finalized in June 2023. The same team deployed an initial change readiness assessment in May 2023, which was finalized in June 2023. A communication management plan was developed by the Business Support and Technical Advisory contractor, in consultation with the Transformational Change Management contractor. In turn, the Transformational Change Management contractor created a Change Management and Communication Plan. Together, the above activities deliver a cohesive approach to managing communications that is led and managed through the Program’s Transformational Change Management Office.

Anticipated Business and Process Impact

With the amount of stakeholder groups involved with this project, it is vital for communications to not be solely focused on project details and status updates. Communications need to articulate what changes are happening and how these changes are beneficial to providing Floridians a more coordinated government effort to help them train for and obtain a career of their choice. Further, it will be important to collaborate on key messages that are shared across agencies and the state. Lastly, the communications must provide the goals of the project as well as a mechanism for stakeholders to provide feedback and ask questions. Specific attention to messaging should be considered when collaborating with the various Workforce Partner stakeholder groups as well as colleges.

Anticipated Technology Impact

There are several templates available in the market to develop a communications plan. For this project, a detailed analysis of which types of communication channels (e.g., texts, emails, social media) best convey the information and outreach being shared to stakeholders will be necessary. Once identified, some investment may be needed to ensure messages are received by intended audiences through those channels.

Benefits of the Approach

Having a streamlined communications plan will minimize the chances for misunderstandings and misinformation to derail the outcomes of the project. Also, clearly stating the goals and objectives of the project through targeted communications keeps all stakeholders focused on the outcomes. Lastly, a well-developed communications plan provides transparency for the entire project. Stakeholders will be continuously informed of changes and progress which builds trust. This will be extremely important when providing information to the various Workforce Partner stakeholder groups as well as the colleges.

Project Dependencies

To minimize resistance and maximize buy-in of the various stakeholder groups, the communications plan and change management plan should be developed in coordination with each other. It will be important to ensure the key messages, timelines, and milestones of the project are the basis for both plans. Additionally, ongoing analysis needs to be conducted throughout the project to determine if key messages were received, understood, and any relevant feedback was provided back by recipients. Lastly, messaging should be adjusted, when necessary, based on stakeholder feedback and analysis.

Potential Challenges

When implementing a statewide communication plan, inconsistencies in messaging can occur which can reduce awareness of the project’s goals. In addition, each agency may have specific review processes required before a targeted communication can be disseminated across the state to specific audiences. While

not only relevant to communications planning, digital access (e.g., broadband internet service, internet-enabled devices) and digital literacy issues can limit which communication vehicles are available to use when providing key messages to stakeholders across the state.

Target Operations and BPR

Introduction

The initial stages of the transformational journey can have the most profound impact on the program’s ultimate success. It’s during this stage that the strategic decisions are made, and the future state is determined. The quality of the outcome is in direct relation to the clarity with which the program’s vision is addressed and the strategic objectives are defined. This project category will be established to help evaluate the Target Operating Model (TOM) and business process reengineering impacts across all the projects identified in this Roadmap. The target operations and business process reengineering project category will be tasked with redefining the workflow of dealing with clients in an integrated way, transferring and escalating between agencies, and tracking tasks that may have increased dependencies across agencies. Further, this project category considers how business processes must be reengineered to improve future-state operational performance. The TOM should be the framework for defining the business vision of the project and aligning it to the core capabilities, functionalities, and processes to deliver value to both internal and external stakeholders. Part of the TOM should focus on the business value of designing a shared services IT workgroup to assist and manage the service delivery model associated with a hybrid integration approach. This would help enhance user satisfaction and facilitate transformation of the current business model by providing expertise on operational tasks and specific technologies. Further, this workgroup would be responsible for directing and coordinating efforts throughout the transition period when shifting to a shared services approach.

Roadmap Phasing and Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Communications	Target Operations & BPR																				
	Establish shared services accountabilities																				
	High level TOM / Macro Org Design																				
	Business process re-engineering																				
	Detailed business requirements																				

KEY STEPS	DEPENDENCIES
1. Establish shared services accountabilities – Established and underway <ul style="list-style-type: none"> — Determine operational decision-making — Create a shared services workgroup 	Governance Tier 2
2. High level TOM / Macro Org Design – Established and underway <ul style="list-style-type: none"> — Establish a shared business vision — Determine overall transformation strategy — Identify people, processes, and technology — Create plan & organizational framework 	Governance Tier 2 and then coordination with Tier 3

KEY STEPS	DEPENDENCIES
<p>3. Business Process Reengineering – Developed and Validation underway</p> <ul style="list-style-type: none"> — Create design principles — Map staff & client journeys — Define capabilities — Conduct BPR sessions 	<p>TOM</p>
<p>4. Detailed Business Requirements – Developed and Validation underway.</p> <ul style="list-style-type: none"> — Conduct joint application requirements (JAR) sessions — Create a business requirements document (BRD) — Create a requirements traceability matrix (RTM) 	<p>TOM</p>

Most of the key steps above have been achieved. The IT Shared Services Workgroup was established. The Business Process Reengineering team has drafted a Target Operational Model. The same team has created customer journeys and conducted Art of the Possible workshops (BPR session). The same team has assembled a Requirement Traceability Matrix (RTM). With progressive elaboration of the Program, Program Leaders re-sequenced the Business Process Reengineering contract deliverables to accelerate delivery of the TOM. The TOM and associated RTM are critical to fostering a common understanding agreement of the FL WINS system’s future state.

Anticipated Business and Process Impact

Business process reengineering design needs to be considered holistically at a macro level to understand business dependencies and impacts across projects as well as a detailed step by step level. This means time should be dedicated to reviewing all current activities and tasks being completed by the various agencies to determine areas in which these activities and tasks could be simplified or eliminated. Implementation of business process changes within each Workforce Partner program will need to be managed in the context of ongoing improvements within each agency, whether the changes are unique to the specific Workforce Partner program or are incorporating new shared service-based processes. When designing for the future state, one should evaluate both the automation opportunities associated with new and improved system functionalities as well as possible manual activity changes to accommodate other redesigned business processes. The TOM should be developed to clearly highlight how the Workforce Partners intend to provide functionality in the future to benefit all impacted stakeholders. It provides the “big picture” of the future state across all business and technical domains of the project.

With investment in more shared services, evaluations within agencies should include possible program process changes that will cross-benefit agencies. The fundamental aspects of the TOM will help to define the business and systems architecture of the hybrid integration approach across all agencies.

Anticipated Technology Impact

It will be important for the TOM to have the appropriate technology infrastructure to support the people and reengineered business processes for improving access and promoting self-sufficiency. This includes the environments, applications, and integrations that enable automation processes of the technology solution.

Benefits of the Approach

Detailed requirements will contribute to automation and integration of business processes that cross Workforce Partner programs while business process design sessions can facilitate alignment of tasks that

may exist in separate systems of record across agencies currently.

A shared services approach will require Workforce Partners to support functionality that delivers higher quality and better value services to Floridians statewide but may involve changes to some agency-specific business processes. Further, a shared services approach also enhances transparency and provides quicker responsiveness to changing business and policy needs across agencies.

Project Dependencies

To start, coordination and collaboration amongst Workforce Partner groups and colleges will be necessary when developing the TOM. The ability to coordinate reactions to problems, opportunities, and constraints in the business process reengineering phase across agencies will be key aspects of the TOM. Further, resolving preferential dependencies for completing existing tasks in a certain way or sequence that may exist within each agency. Lastly, the timeline for development of the TOM and applicable design sessions is dependent on completion of work from other ongoing projects within each agency or college that may take priority over this project in the short-term due to previously obligated funding

Potential Challenges

Flaws in the TOM can adversely impact desired business outcomes over the project long-term. If the TOM is not correctly aligned to specific business processes, agencies may continue to function in silos which creates inefficiencies and limits access to Floridians. Also, it can be difficult getting all Workforce Partner groups involved in both Joint Application Requirements (JAR) and business process redesign sessions. Additional challenges may exist in finding alignment of business processes, requirements, and prioritization of needs across agencies to define a clear workflow solution. However, these sessions allow stakeholders to quickly come to an agreement on the specifications and functionalities needed for project success.

Transformational Change Management (TCM)

Introduction

Comprehensive change management processes and procedures will be necessary for all internal and external stakeholders to understand and be prepared for all the changes required to support a hybrid integration approach. TCM provides a framework for identifying and mitigating risks and challenges associated with changes to people, processes, policy, technology, and organizational structure. A defined change management strategy can help reduce costs during a phased implementation and improve “buy-in” by stakeholders of the new business processes being developed for the project.

Roadmap Phasing and Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Business Planning & Comm	Transformational Change Management					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Stakeholder identification			█	█	█	█	█	█	█											
	Change readiness evaluation					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Project Change Management Plan					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Project Change Management					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

KEY STEPS	DEPENDENCIES
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<p>1. Stakeholder identification – Established and ongoing</p> <ul style="list-style-type: none"> — Identify key stakeholder groups that will be impacted by changes 	<p>PMO establishment</p>
<p>2. Change readiness evaluation – Established and ongoing.</p> <ul style="list-style-type: none"> — Determine impact of change on various stakeholder groups — Survey and evaluate stakeholders’ readiness — Assess potential risks and resistance 	<p>Governance approval</p>
<p>3. Project change management plan -Completed and updated as needed.</p> <ul style="list-style-type: none"> — Establish a change management plan — Engage with committed leadership — Create measurable goals — Determine stakeholder training needs 	<p>Governance approval</p>
<p>4. Project change management – Established and ongoing</p> <ul style="list-style-type: none"> — Deliver targeted and effective communications aligned with the enterprise communications strategy — Implement stakeholder training — Gather feedback and analyze performance — Update as needed 	<p>Change management strategy</p>

The key steps above were achieved: 1. The Transformational Change Management project team conducted a stakeholder analysis in May 2023, which was finalized in June 2023; 2. The same team deployed an initial change readiness assessment in May 2023, which was finalized in June 2023; 3. An organizational change management plan was developed by the Business Support and Technical Advisory contractor, in consultation with the Transformational Change Management contractor; and 4. the Transformational Change Management contractor created a Change Management and Communication Plan. Together, the above activities deliver a cohesive approach to managing change that is led and managed through the Program’s Transformational Change Management Office.

Anticipated Business and Process Impact

There will be many stakeholders whose input and opinions will determine the overall success of the project. Time should be given to prioritizing stakeholder groups as well as identifying the level of impact upcoming changes will have on each stakeholder group. Given the scope of this project, there will be significant changes to some established business processes and system functionalities. It will be important to engage with all identified stakeholder groups to gain an understanding of their needs and willingness to accept changes.

Data collection methods, including interviews, focus groups, and surveys, should be used to obtain valuable insight into the various stakeholder groups. This information will help to determine the needs, perspectives, and pain points of various stakeholder groups.

Anticipated Technology Impact

There are various tools and methodologies available to design, assess, manage, train, and measure the effectiveness of change management processes. This includes process maps, Gantt charts, the Prosci ADKAR Model, Kotter’s 8-Step Change Model, ChangeGear Change Manager, Remedy Change Management 9, etc. Any of these options alone or in combination can help manage change, reduce resistance from stakeholders and sustain success of the project in the future.

Benefits of the Approach

Utilizing the information gathered from the readiness assessments as well as the stated project goals, a change management strategy and plan can be created to define the overall transformational change management approach. The plan helps ensure that there is alignment and commitment at the leadership level, that the goals of the project are tied to strategic business objectives, and to maintain momentum and support throughout the lifecycle of the project. Further, the plan provides an overall framework for all change management tasks and activities. Lastly, the change management plan should identify the training needs of the various stakeholder groups.

Project Dependencies

To minimize resistance and maximize buy-in of the various stakeholder groups, the change management plan and communications plan should be developed in coordination with each other. It will be important to ensure the key messages, timelines, and milestones of the project are the basis for both plans. Strategies and activities described in the change management plan should be adjusted, when necessary, based on stakeholder feedback throughout the lifecycle of the project.

Potential Challenges

Often, change management planning does not begin at the start of a project. When this happens, there is a greater chance for pushback from stakeholder groups when changes are implemented. Another challenge can exist when trying to align the priorities of the project management plan and the change management plan. It will be important to ensure both plans complement each other to provide a greater ROI from the amount of time, resources, and funds allocated for the project.

IT Operations & Management

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5				
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
IT Operations and Mgmt	Establish Information Shared Services & Data Management																					
	Enterprise Data Governance																					
	Establish a role for a Chief Data Officer																					
	Define and socialize a governance model																					
	Implement ownership & data stewards group																					
	Develop and maintain enterprise wide data dictionary																					
	Develop defined processes and structured roles for the management of information and data																					
	Establish & maintain data entry controls																					
	Enterprise Architecture																					
	Architecture Development Management																					
	Target shared application architecture																					
	Target shared information architecture																					
	Develop & Validate Technical requirements																					

The key assumptions used to develop the detail for the IT Operations & Management project included:

- All Workforce Partner agencies will appoint adequate subject matter experts to participate and/or serve roles (as necessary) in the establishment and ongoing responsibilities of the data governance and enterprise architecture functions
- Data Governance
 - A Primary Data Contact will be established who is empowered to make decisions about data

- Coordination with Legal & Policy Working Group to identify data-related issues
- In collaboration with Legal & Policy Working Group, data-sharing questions and concerns will have been documented and addressed prior to final development of an enterprise data dictionary or processes and roles for managing information/data

— Enterprise Architecture

- Information Technology Shared Services Core Team and Focal Area groups are established in time to review and approve Target Shared Application and Information Architecture, completed.

Information-technology operations and management (ITOM) is a leading component of a successful integration efforts. It is within this area that key decisions will be made about the information and technology strategies that must be implemented to enable interoperability across originally autonomous systems.

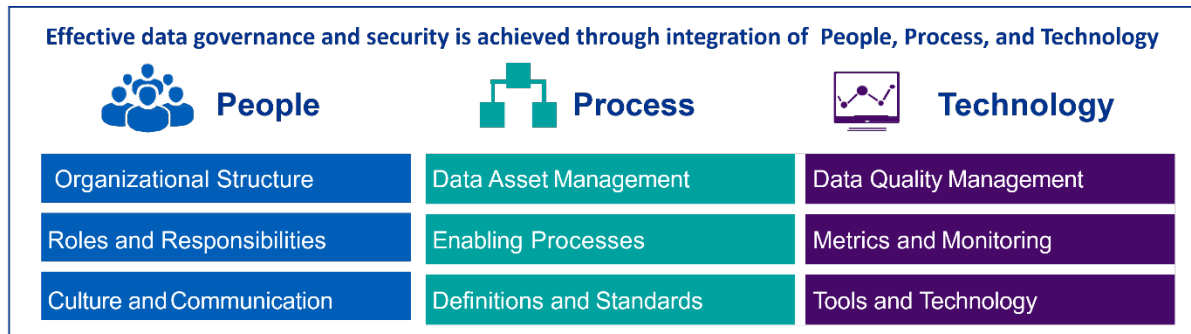
The professionals who direct this effort should be effective leaders vested with the authority needed to unite a large and diverse stakeholder group. Substantively, those operating within this domain should have sophisticated knowledge of cutting-edge integration practices and tools as well as intimate understanding of the structures and operations of the target systems.

The Information Technology Shared Services Core Team Workgroup will review recommendations provided by focal areas within this group. The focal area groups will be represented by each Workforce Partner and will be presented problem statements and, if needed, come together to develop and provide a recommendation to the Information Technology Shared Services Core Team, which will either move the recommendation up the governance structure or approve if it is at their decision metric level.

Data Governance

While integrating systems or migrating many systems into one system, the appropriate management and governance of data is among the most critical considerations, as improper data management could materially impact any of the following:

- Ability to serve current and potential clients
- Manage and measure risk effectively
- Meet regulatory compliance requirements
- Achieve operational and technological efficiencies
- Make informed business decisions
- Data sharing and privacy



The most innovative analytics, if built on a weak data foundation, can complicate and confuse insight at best and lead to the wrong conclusions at worst. We plan to use a business-centered approach, linking the business strategy (and regulation) and data analytics strategy to develop a comprehensive data governance framework.

Foundation of Data Governance		
Capability	Description	Benefits
Data Catalogue	A data catalogue is comprised of a set of data that gives information about other data, base tables, synonyms, views or synonyms and indexes; which enables capabilities that allow any type of user (developers, data scientist) to discover and consume data sources.	<ul style="list-style-type: none"> • Democratization of data • Data security • Easily on board new & trusted data • Authoritative data source
Data Lineage	Data lineage includes the data's origins, what happens to it and where it moves over time. Data lineage gives visibility while greatly simplifying the ability to trace errors back to the root cause in the data analytics process.	<ul style="list-style-type: none"> • Target to Source mapping • Data Glossary & Dictionary • Change Management
Master Data Management	In business, Master Data Management (MDM) is a method used to define and manage the critical data of an organisation to provide, with data integration, a single point of reference. The data that is mastered may include reference data- the set of permissible values, and the analytical data that supports decision making.	<ul style="list-style-type: none"> • Eliminate poor quality data • Authoritative source • Consistency • Agility, faster response to change
Data Quality	Data quality refers to the condition of a set of values of qualitative or quantitative variables. It must fit for its intended use in operations, decision making and planning.	<ul style="list-style-type: none"> • Increased revenues • Reduced costs • Less time spent reconciling data • Improve confidence in analytical systems • Increased customer satisfaction
Metadata Management	Metadata management includes managing data that describe other data, whereby this "other data" is generally referred to as the actual data that runs the system. Metadata are catalogues, dictionaries, and taxonomies.	<ul style="list-style-type: none"> • Clarity of relationships • Clarity of data lineage • Consistency of definitions

The high-level elements of an effective framework for the governance of data within a workforce information system are outlined in the chart below. It is premised on best practices, as well as the following facts and assumptions about the workforce partnership:

- The workforce partnership is a federation of state, local, public, and private entities that play a wide range of roles in the administration and delivery of workforce training and educational services.
- While a workforce-information system will entail the sharing of some partnership data, other information will only be of interest to the agencies that collect or create it.
- A centralized body should be formed to establish consistent, system-wide data standards needed to enable data sharing. Some regulations might also be applied more broadly to generally standardize and enhance partnership data.
- Authority to decide certain data issues could be left to the data owners. This might include, for example, decisions regarding application of an agency’s own policies or the applicability of an oversight authority’s data rules.
- Given the diversity of interests and the relatively large number of agencies within the partnership, there is a need for a representative, centralized governance body. Individual agencies—or voluntary coalitions of agencies—could also be established to manage decisions that are best left to data owners. This decentralized cohort could also be charged with responsibility to ensure agency compliance with broader principles and standards.

The initial proposed framework for data governance is below. This framework is subject to change and will evolve during the early stages of the roadmap devoted to firmly establishing the strategy, policies, and processes associated with data governance for the Workforce Partner systems, but it portrays the consideration and planning being devoted to data governance for these efforts.

The sections and groups below have not been updated from the originally submitted Schedule IV-B. Although the Program will adhere to the Proposed Data Governance Committee duties and responsibilities, the next updated Schedule IV-B in FY 24-25 may have an updated term and name for this group.

STRUCTURE/ FUNCTION	DESCRIPTION
Interagency Data-Governance Committee (IDGC)	<p>An interagency data-governance committee (IDGC) should be established to preside over the shared data interests of the in-scope departments and agencies.</p> <p>The committee should be composed of members who represent the interests of the in-scope agencies (currently, FloridaCommerce, DOE, DCF, FLDS, CSF, and the REACH Office. Membership should also include representatives of the partnership agencies.</p>
Agency Data-Governance Committees (ADGC)	<p>Each in-scope agency should appoint a person or group to oversee the agency’s data governance (ADGC). Alternatively, similar agencies could voluntarily combine to form ADGC consortia.</p>
General IDGC Duties	<p>The IDGC maintains inventories of the data elements held by the in-scope partners. These inventories include basic information about the data, such as:</p> <ul style="list-style-type: none"> — Description — Format — Source — Data ownership, including the scope of authority to make decisions about data, such as access and quality standards — Agencies that utilize shared data elements — Quality indicator — Lifecycle information (i.e., production, retention, retirement) — Whether the data is shared—or available for sharing — The authoritative version of a data element for situations in which multiple agencies collect or hold the same information) <p>The IDGC maintains an indexed repository of the service-level agreements that are in effect between in-scope agencies to enable data sharing.</p> <p>The IDGC maintains a catalog of the relevant laws and policies that govern data management, use, and sharing. This information is available to in-scope agencies.</p> <p>The IDGC adopts generally applicable data policies and standards, designed to promote system-wide consistency, data hygiene, and security and to ensure appropriate data availability, access, and use. Standards cover:</p> <ul style="list-style-type: none"> — Data definitions — Data taxonomy — Data formats — Data-quality, addressing: Accuracy, Currency, Completeness, Trustworthiness, Consistency, Validity — Data safeguards, addressing: Security, Confidentiality and privacy, Integrity (e.g., read only; read/write) — Availability — Storage — Backup

STRUCTURE/ FUNCTION	DESCRIPTION
	<ul style="list-style-type: none"> — Audit — Data-retention — Metadata, for example: Data source, Creator, Creation time, Creation method, Standardization, facilitating interoperability, Purpose, Data quality, Access rules, Usage and tracking, Modification — Data-breach policies — SLA format and content — Acceptable-use policies <p>The state will need to determine whether—or to what extent— this authority extends to agency-specific data.</p>
General ADGC Duties	<p>The ADGCs:</p> <ul style="list-style-type: none"> — Represent the agencies on the IDGC — Enforce IDGC data standards — Promulgate additional standards needed to augment or supplement IDGC standards — Establish agency standards for the use of external data. For example: <ul style="list-style-type: none"> — Minimum standards for quality — Reverification requirements — Use restrictions — User restrictions — Train agency staff on applicable data standards and rules — Represent the agency in: <ul style="list-style-type: none"> — The evaluation of requests to receive agency-held data; and — Seeking access to data that is held by others.
IDGC Data-Sharing Requests	<p>The IDGC can identify data elements that are candidates for interagency sharing. It can invite representatives of data-holding agencies to present relevant information about the data elements. This might include:</p> <ul style="list-style-type: none"> — The source of the data — Collection method — Data format — Potential restrictions on sharing, use, or reuse — The holding’s agency’s assessment of the data quality (e.g., accuracy, recency, completeness, credibility, etc.) <p>If the IDGC decides that an agency’s data should be incorporated within the workforce information system, the agency that holds the data is notified and provided an opportunity to evaluate sharing request.</p>

STRUCTURE/ FUNCTION	DESCRIPTION
Interagency Data-Sharing Requests	In-scope agencies can ask other in-scope agencies to share data that they hold. Holding agencies are provided an opportunity to evaluate sharing requests.
ADGC Review of Data-Sharing Requests	The holding agency’s ADGC reviews sharing requests and determines whether sharing is permissible. If the ADGC determines that sharing is either prohibited or restricted, it notifies the requesting entity and provides the reasons for its position, including references to any relevant legal or policy authorities.
Additional Information	<p>If the holding ADGC determines that its information may be shared, it provides the requesting entity information that includes:</p> <ul style="list-style-type: none"> — The source of the data — Collection method, if known — Data format — Potential restrictions on sharing, use, or reuse (e.g., read-only access, user restrictions, duration of availability, etc.) — Data quality (e.g., accuracy, recency, completeness, credibility, etc.)
Service Level Agreement	<p>If the requesting entity elects to pursue the data, the agencies negotiate and execute an SLA that identifies the data and specifies:</p> <ul style="list-style-type: none"> — The transmission method — Data format — Included metadata — Usage limitations, including end dates — Any other prescribed behaviors regarding data use and keeping
Data Management	<p>The IDGC and ADGCs appoint data managers, as needed, to:</p> <ul style="list-style-type: none"> — Implement and enforce the applicable data standards and practices — Employ IT tools to help surface data-quality issues
Monitoring	The IDGC and ADGCs establish ongoing procedures to audit data and monitor data management and use to ensure compliance with applicable data standards
Dispute Resolution	<p>Dispute-resolution processes should be established to address:</p> <ul style="list-style-type: none"> — Controversies that cannot be resolved at the IDGC level — Disputes among agencies regarding the management, availability, or use of data

Establish Enterprise Data Governance

Introduction

The overarching objective of this initiative is to bring together a very large number of free-standing systems and to forge an interoperable system that enables the frictionless flow of data. For the most part, these systems are individually owned and operated. They were developed at different times, with different technologies, and for different purposes. And, while there is a substantial amount of common data within

these systems, there are disparities in how the information is defined and formatted.

Given this complexity, and the many challenges it engenders, it is imperative that there be explicit, coordinated, and sophisticated systems in place to ensure that data remains usable, available, and secure. A capable governance infrastructure will be needed to develop, implement, and enforce the standards, practices, and policies that will be required to successfully configure existing data and to ensure the effective collection, storage, and utilization of information over time.

Mentioned earlier and represented now on the individual Project roadmaps, data governance and enterprise architecture are being developed by the IT Shared Services Workgroup. This was an intentional shift, by Program Leadership, away from the above recommendation. The shift was based on the strength of the Program’s governance structure, and strategically avoiding duplicative work and unnecessary redundancy in decision making. Strategically, this helps maintain consistent decision making – by following the Program’s escalation path to the appropriate governance tier. Tactically, recommendations are generated by IT Shared Services Focal Groups (specialists in specific areas like security) and through the IT Shared Services Core Group (designated IT leaders from each Workforce Partner Agency) to the appropriate governance tier for approval.

The following roles will support the governance of the data within FL WINS:

- Chief Data Officer, this is the Statewide Chief Data Officer
 - Member of the executive group overseeing the enterprise initiative.
 - Role: Responsible for establishing and overseeing the overall data strategy that will guide the design, implementation, and integration of the Workforce Partner systems.
- Data Governance Committee, the section and this group have not been updated from the originally submitted Schedule IV-B. Although the Program will adhere to the Proposed Data Governance Committee duties and responsibilities, the next updated Schedule IV-B in FY 24-25 may have an updated term and name for this group.
 - Senior information-technology leaders representing the data interests of the in-scope stakeholders.
 - Role: Develop the standards and procedures needed to define, collect, store, manage, integrate, analyze, protect, and ensure the quality of the data that will be used within the system.
- Data Stewards Group, the section and this group have not been updated from the originally submitted Schedule IV-B. Although the Program will adhere to the Proposed Data Governance Committee duties and responsibilities, the next updated Schedule IV-B in FY 24-25 may have an updated term and name for this group.
 - Information-technology specialists from across the enterprise.
 - Role: Ensure the quality and fitness of enterprise data and resolves data problems that arise. Ensure compliance with data security and confidentiality requirements.

Roadmap Phasing and Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5				
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Operations and Mgmt	Enterprise Data Governance																					
	Establish a role for a Chief Data Officer																					
	Define and socialize a governance model																					
	Implement ownership & data stewards group																					
	Develop and maintain enterprise wide data dictionary																					
	Develop defined processes and structured roles for the management of information and data																					
	Establish & maintain data entry controls																					

KEY STEPS	DEPENDENCIES
<p>1. Establish Role for Chief Data Officer, completed this is the Statewide Chief Data Officer</p> <ul style="list-style-type: none"> — Develop an information strategy, ongoing — Assemble a data-leadership team from across the Workforce Partnership this has been established and has met once. 	<ul style="list-style-type: none"> — Senior leadership approval from all agencies
<p>2. Define and socialize a governance model: Currently being established</p> <ul style="list-style-type: none"> — Establish a governance structure that supports timely and definitive decisions regarding the standards, policies, and practices that will guide development of the program — Develop the standards and policies that will be employed to develop common data definitions, cleanse existing data, and maintain adherence to data principles — Produce and publish a document clearly defining the roles and responsibilities of the individuals and groups who will develop and implement the activities needed to set the stage for integration — Convene a meeting of the stakeholder group to introduce, ratify, and normalize the project governance structure 	<ul style="list-style-type: none"> — Initial charter — Stakeholder conceptual buy-in — Mature enterprise architecture, mapping data-to-business functions
<p>3. Implement a Data Stewards Group, group is formed, ongoing efforts to build out group as proof of concepts are matured from the BPR activities.</p> <ul style="list-style-type: none"> — Appoint information-technology staff from in-scope agencies and programs to serve as members of Data Stewards’ group. — The Data Stewards’ group is responsible for: <ul style="list-style-type: none"> — Developing and maintaining the enterprise data model — Profiling source data — Developing standardized data-element definitions and formats — Mapping data flows between systems — Cleansing and deduplicating data — Measuring and reporting on data quality — Defining guidelines for creating and maintaining data — Documenting data in a data dictionary — Identifying and resolving data problems. 	<ul style="list-style-type: none"> — Mature information strategy — Overarching organization and coordinating leadership — Participation of representative subject-matter experts — Clearly defined data standards, practices, and policies
<p>4. Develop Enterprise-Wide Data Dictionary, this is a vendor activity through the BPR project.</p>	<ul style="list-style-type: none"> — Comprehensive articulation of integration strategy — Cooperation of, and participation

KEY STEPS	DEPENDENCIES
<ul style="list-style-type: none"> — Conduct an inventory of the data elements that are currently used by the in-scope programs and agencies — Identify duplicate or similar elements — Where feasible, merge like and similar elements into new, common elements that can be utilized throughout the Workforce Partnership — Organize the Workforce Partnerships’ data elements into a compendium of data owners, definitions, formats, and structures 	<ul style="list-style-type: none"> from, in-scope agencies and programs — Detailed understanding of source data — Appreciation of the individual data needs of in-scope stakeholders — Catalog of external integrations and data requirements
<p>5. Develop Defined Processes and Structured Roles for the Management of Information and Data, this is an ongoing BPR effort.</p> <ul style="list-style-type: none"> — Define detailed roles and responsibilities for: <ul style="list-style-type: none"> — Chief Data Officer — Data-Governance Committee Members — Data Owners — Data Stewards — Develop methodologies for: <ul style="list-style-type: none"> — Determining data-quality standards and, measuring, monitoring, and documenting data-quality. — Documenting data-related standards and frameworks. — Data sharing protocols — Data creation and maintenance — Ongoing management of information 	<ul style="list-style-type: none"> — Well-developed information strategy — Mature information architecture — Detailed understanding of source program’s data standards and requirements — Clear direction as to receiving entities’ data needs and intended utilizations — Well-developed security and confidentiality standards — Taxonomy of roles and responsibilities of data users
<p>6. Establish Data-Entry Controls</p> <ul style="list-style-type: none"> — Develop standards and methods to ensure that data entered into the system is complete, adequate, and reliable 	<ul style="list-style-type: none"> — Well-developed data dictionary, establishing content and format requirements for each element

It is important to note that both the Data Governance Committee and Data Stewards from each workforce partner have been identified and are engaged, although they may not be specified out in this format, they are working towards common ground in the Program’s long-term data governance objectives.

Data governance and enterprise architecture are being developed by the IT Shared Services Workgroup. This was an intentional shift, by Program Leadership, away from the above recommendation. The shift was based on the strength of the Program’s governance structure, and strategically avoiding duplicative work and unnecessary redundancy in decision making. Strategically, this helps maintain consistent decision making – by following the Program’s escalation path to the appropriate governance tier. Tactically, recommendations are generated by IT Shared Services Focal Groups (specialists in specific areas like security) and through the IT Shared Services Core Group (designated IT leaders from each Workforce Partner Agency) to the appropriate governance tier for approval.

Anticipated Business and Process Impact

In-scope entities must allocate staff resources for the design, development, and governance of FL WINS. System owners should undertake an architectural approach to the mapping of their applications, technologies, and data to their business capabilities and processes. Businesses should review their existing

processes and engage in redesign where access to new data can enhance the value of delivered services. Programs and administrators should reevaluate how access to new data can be leveraged to enhance analytics.

Stakeholders must agree on the entities that “own” shared data elements, who may modify data, and how data conflicts should be handled. All interested parties will need to participate in the alignment, deduplication, and data cleansing that will be needed to enable sharing. All current data owners will need to reevaluate their security and confidentiality rules to determine the conditions and circumstances under which data may be shared. Data users will need to evaluate their data needs and establish protocols for determining the data elements that can be received, and the conditions under which the data can be accessed and employed.

Agencies and programs must reevaluate their technical infrastructure to determine how systems must be modified to ingest new data, and how it can be stored, implemented, viewed, altered, and retransmitted.

Anticipated Technology Impact

The data governance that is established for this initiative will lay the foundation for the design, implementation, and configuration of much of the technology needed to support integration. As such, it will be important that the effort is begun early enough to inform subsequent decisions regarding technology.

IT staff must be allocated to support or undertake the activities listed above in the section on business and process impact.

Benefits of the Approach

This approach will contribute to the successful configuration of existing data and help to ensure the effective collection, storage, and utilization of information over time.

Project Dependencies

- Buy-in of virtually every agency and program that currently operates an information-technology system, as well as future system users.
- Broad participation of seasoned and knowledgeable subject-matter experts from across the partnership.
- Leadership structure needed to define, guide, and oversee the many tasks that must be completed to ensure a successful implementation and ongoing maintenance and operations.
- Well-defined framework and processes for decision-making, escalation, and communication.
- Management infrastructure supporting the orchestration of the many data interests and needs from across the partnership.

Potential Challenges

Given the large stakeholder group, it could be difficult to achieve the level of participation and agreement that will be needed. Even with agreements in principle, it might be hard to devise workable standards and procedures.

Enterprise Architecture

Introduction

Enterprise architecture (EA) is a disciplined methodology that helps to ensure that IT systems are developed to meet business need and deliver desired outcomes. It offers a comprehensive suite of methods that can be leveraged to produce a business-services architecture to guide the complex technical-architecture decisions called for in this initiative.

EA’s foundational tenet is that technology exists to enable business. It begins with a clear appreciation of the value the organization delivers and the business capabilities it employs to deliver that value. It helps

organizations visualize how technology might be leveraged to strengthen or augment those capabilities and to enhance the organization’s capacity to deliver value.

At the outset, EA helps the business establish a vision, set transformation goals, and define its business case. It enables the establishment of a governance framework to guide and drive the transformation program.

EA builds on this foundation by exposing a clear understanding of existing capabilities and processes. This assessment of current operations is then leveraged to help define the business’s target state. The resulting target operating model (TOM) provides a conceptual model of future business interactions and helps the organization coalesce around a uniform vision of the target state.

The TOM serves as a template for the development of use cases and functional requirements. It is a vehicle for estimating cost and effort and unearthing the interdependencies of the program phases. This insight guides the development of a roadmap for sequencing the activities that lead to completion. EA and the TOM help to ensure that procurement requests generate responsive proposals and support the selection of the most capable vendors.

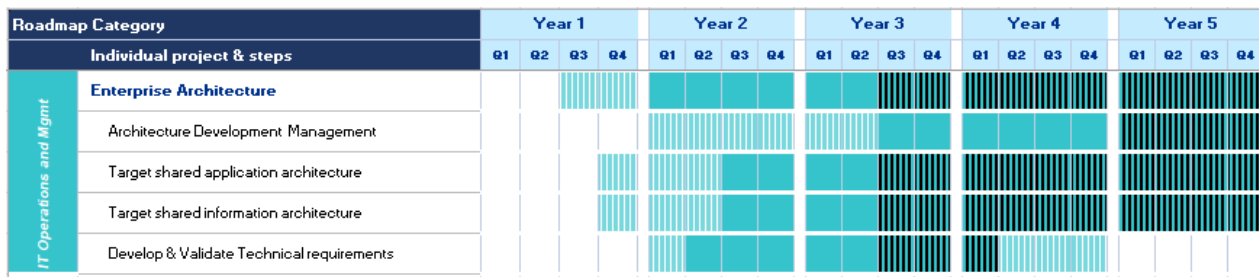
Enterprise Architects

Role: Enterprise architects help to crystalize program vision, craft a target operating model, and design the processes and systems such that the organization’s technology strategy is in alignment with its desired business outcomes.

Enterprise architects work closely with business professionals to identify the value that the business creates and how that value is generated. They help to describe the organization’s capabilities and align them with the transformational mission. They also illustrate the organization’s business processes, including inputs, outputs, and internal and external interactions. They guide the design and automation of information-sharing by providing the bridge between business information needs and technical solution data, with the goal of enabling and enhancing interoperability.

Enterprise architects guide solution designs by describing the technology that enables business capabilities. They analyze the ongoing programs and projects of in-scope agencies and Workforce Partners to ensure that the FL WINS implementation remains in line with those efforts and schedules

Roadmap Phasing and Timing



KEY STEPS	DEPENDENCIES
<p>1. Target Shared Application Architecture</p> <ul style="list-style-type: none"> — Work closely with business to identify the value that it creates and how that value is generated — Describe the organization’s capabilities and their alignment with its mission 	<ul style="list-style-type: none"> — Senior leadership approval from all agencies — Full participation of subject-matter experts, representing all in-scope organizations — Consensus as to the individual needs of in-scope stakeholders

KEY STEPS	DEPENDENCIES
<ul style="list-style-type: none"> — Illustrate the organization’s business processes, including inputs, outputs, and internal and external interactions 	
<p>2. Target Shared Information Architecture</p> <ul style="list-style-type: none"> — Guide the design and automation of information sharing — Provide the bridge between business-information needs and technical-solution data, with the goal of enabling and enhancing interoperability 	<ul style="list-style-type: none"> — Well-defined target operating model and a detailed set of models describing business interactions, capabilities, and business processes — Clearly articulated data strategy — Enterprise-wide data dictionary and other data-group outputs — Participation of data-governance professionals operating under its supervision
<p>3. Technical Requirements</p> <ul style="list-style-type: none"> — Guide solution designs by describing the technology that enables business capabilities Analyze the solution to ensure that infrastructure assumptions are valid and that enabling technologies are available in the marketplace — Continuously monitor and ensure that technology decisions remain in line with the program timeline, budget, and business need — Unblock impediments and standardize the delivery 	<ul style="list-style-type: none"> — Well-defined target operating model and a detailed set of models describing business interactions, capabilities, and business processes — Contribution of subject-matter experts, representing all in-scope stakeholders
<p>4. Architecture Management</p> <ul style="list-style-type: none"> — Define technology roadmap — Help keep organization in line with architecture framework — Evolve framework over time to adapt to emerging needs or technologies 	<ul style="list-style-type: none"> — Fully developed set of architectural models and designs — Ongoing participation of Information Technology Shared Services Workgroup and Focal Areas.

To date, the above key steps have not been fully addressed. Key steps will leverage the Target Operating Model (TOM) and Requirements Traceability Matrix (RTM) to build out the requirements. This effort is being completed by the Business Process Reengineering (BPR) project vendor. These activities will occur once the customer portal development begins (during additional requirements gathering sessions). Updated information will be available in the FY 24-25 Schedule IV-B updated.

Anticipated Business and Process Impact

Enterprise architecture helps to ensure that transformation goals are well-developed, clearly articulated, and widely understood. In the process, current business capabilities and processes are identified documented and evaluated. Then, the business will be guided through a detailed and comprehensive process that will help it to envision, design, and crystalize structured and logical future-state business processes.

A component of the methodology is the development of a TOM. It will clearly express the desired future state and serve as the blueprint for procurement, design, and development

The approach also includes development of a roadmap that structures the program and sets the schedule for the initiative.

The application of the approach results in a procurement process that is based on a solid business plan, a clear appreciation of the technology options and approaches, and a good sense of the time, cost, and effort that will need to be earmarked for the program. It also provides business leaders with the artifacts, guidance, and benchmarks they will need to ensure that technology is designed and developed to realize the organization's vision for the future state of its business.

Anticipated Technology Impact

Enterprise architecture helps to support the identification and specification of technologies founded upon a clear appreciation of business need. The established business architecture supports the development of data flow-diagrams and system design. Alignment of business and systems documentation produces an information model that will serve as a baseline that all systems will use to share the right data in the right way.

Enterprise architecture provides managers with the artifacts needed to manage the program. Continuously updated artifacts can be leveraged to provide technical oversight and help to verify that system design is aligned in accordance with the organization's vision and goals. The program will receive guidance on the appropriate escalation, decision making, and governance processes needed to keep the program on track. Testers will have a template to use to validate that the system performs as intended.

A modeling tool—such as SPARX Enterprise Architect—is used to build and manage the all-architecture models.

Benefits of the Approach

EA offers a structured and disciplined methodology for navigating the transformation process. Through an iterative process, it supports the organization's progress from conceptualization to future-state operations. With emphasis on business design, governance, planning, and oversight, EA is a powerful technique for understanding the organization's operations and assessing its business needs. Its objective is to ensure the alignment of that need to detailed systems blueprints and roadmaps. The approach identifies business and technical design challenges earlier in the project lifecycle and helps to reduce cost and lost time that might otherwise result when issues are surfaced later in the process.

Project Dependencies

The enterprise architecture methodology depends upon a sufficient commitment of time and resources. In-scope organizations must lend the effort the subject-matter experts that will be needed to guide the transformation.

Potential Challenges

Inability of in-scope entities to reach consensus on the development and finalization of the EA artifacts.

IT Shared Services Workgroup Core Team and Focal Area

Introduction

Undertaking an initiative of this magnitude will require a great deal of collaboration, cooperation, and strategic alignment among impacted agencies. While the establishment of a PMO, governance structure, and Information Technology Shared Services Workgroup that spans across all agencies will assist in this effort, it is also imperative that a structured workgroup comprising key technical resources be established. This Shared Services IT Workgroup will enable technical system experts to work closely with the

technology transformation initiative and quickly respond to changing business needs or requirements.

The IT Shared Services Workgroup was chartered in May 2023, with an inaugural meeting held on April 18, 2023 (although related activity dates to August 2022). There are two levels of representation and participation. Focal Groups are specialists in specific areas like security and architecture. They meet to discuss topics that are established by the Core Group, designated IT leaders from each Workforce Partner Agency. Tactically, recommendations are generated by IT Shared Services Focal Groups and are submitted through the IT Shared Services Core Group to the appropriate governance tier for approval. To ensure the effectiveness of the IT Shared Services Workgroup, resources have been assigned to provide business analysis and technical writing services. In this manner, a symbiotic relationship is created in which the IT Shared Services Workgroup guides resources on content that needs to be created, in turn the resources provide content to the IT Shared Services Workgroup for evaluation and recommendation (if necessary).

In addition to the Information Technology Shared Services Core Team Workgroup, each Workforce Partner has identified key resources from their agency in “Focal Areas.” These individuals and focal areas will be brought together on an ad-hoc basis to resolve a pre-determined problem statement and to provide a recommendation to the problem back to the Information Technology Shared Services Core Team Workgroup, that will either resolve or escalate to the appropriate governance authority for decision-making.

Information Technology Shared Services Focal Area Workgroups that have been defined currently are:

- Data Governance/Data Stewardship
- Technology Standards/ Security & Testing
- Interoperability/Network Connectivity
- Identity Access Management / Operations
- Enterprise Architectures
- Data Analytics

Detailed Job Roles & Position Definition

A key success factor of the Shared Services IT Workgroup will be the focus and prioritization of the resources assigned to the organization. Each resource assigned to the workgroup will need clearly defined roles and responsibilities associated with the program and designated time allocations for the initiative. This becomes even more critical for workgroup resources that are employed at individual agencies due to their current job duties and agency-specific priorities.

Roadmap Phasing and Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
IT Operations and Mgmt	Establish Information Shared Services & Data Management																				
	Enterprise Data Governance																				
	Establish a role for a Chief Data Officer																				
	Define and socialize a governance model																				
	Implement ownership & data stewards group																				
	Develop and maintain enterprise wide data dictionary																				
	Develop defined processes and structured roles for the management of information and data																				
	Establish & maintain data entry controls																				
	Enterprise Architecture																				
	Architecture Development Management																				
	Target shared application architecture																				
	Target shared information architecture																				
	Develop & Validate Technical requirements																				

Anticipated Business and Process Impact

Communication with technology resources responsible for the impacted systems could change due to organizational alignment and technical role changes. If a new organization is created during this effort, workflows for technology tasks and technical roles and responsibilities throughout the initiative could be impacted.

Anticipated Technology Impact

Technology change management could be significantly impacted, and clear, structured communication strategies would be critical to the initiative’s success.

Benefits of the Approach

Regardless of the method used to establish the workgroup, there are substantial benefits that can be realized by leveraging a Shared Services IT Workgroup. A few of the benefits include:

- Clearly defined roles and responsibilities for technical tasks and projects, especially those that require extensive vendor and state IT resource collaboration
- Responsive, dedicated technical resources for the initiative that can quickly adapt to changes in modernization efforts, program roadmaps, business requirements, and legislative/leadership direction

Project Dependencies

A primary dependency for the Shared Services IT workgroup is the availability of key technical staff resources across the Workforce Partner agencies. Resource requirements for the program will likely conflict with existing priorities for critical staff within each agency. Prioritization of key resources will be critical to the success of this initiative. Additionally, roles, responsibilities, and job duties for workgroup resources will need to be defined and agreed upon across agencies to ensure successful operation of the workgroup and prevent conflicting direction, miscommunication, and general misalignment with the overall initiative.

Potential Challenges

Establishing and maintaining a shared vision is a critical dependency for the long-term success of the program but maintaining continuity of a shared vision could also prove to be a significant challenge.

Different visions could exist or arise between the three agencies that could hinder the effectiveness of the Shared Services IT Workgroup. It will be crucial for the Workforce Partners to align on a shared vision from the start and ensure it persists throughout the life of the program. In addition to maintaining a shared vision between the Workforce Partners, the program’s individual technical projects will likely conflict with competing priorities within each agency on occasion. When these conflicts arise, executive leadership will need to make decisions on prioritization.

If a new organization is created, there are likely to be challenges concerning funding sources, level and source of authority, and properly staffing the workgroup.

Common Data Integration Capabilities

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Systems & Data Integration																				
Plan, develop and establish technology standards																				
Solution(s) Securing Pre-Build																				
Establish requirements & SOW																				
Releasing Procurement(s)																				
Negotiations & mobilization																				

As part of the selected integration strategy and to ensure the ongoing sustainability of the technology solutions, it is highly recommended to leverage a data integration solution. Data integration can be a centralized service that can connect multiple technology systems, manage the connections to each of the systems, orchestrate the data flow amongst systems, and enable robust data analytics capabilities or could also be connected through federation into existing case management systems.

The key assumptions used to develop the detail for the Data Integration Capabilities project included:

- Solution implementation will be contracted to one systems integrator (SI) who understands State and Local Government (SLG) and Federal guidelines and policies. This SI will come up with all the technologies and solutions needed (with license cost if any), including Cloud Subscription.
 - Updated information: This may not be relevant any longer. However, the Program is not finite in the decision of utilizing an Systems Integrator or not utilizing one.
- Firewall, IAM, tooling & monitoring, fault tolerance, logging, compliances (FedRAMP, GDPR, NIST 800.53, encryption)
- Data solution: Data integration solutions, Enterprise Service Layer (ESL), ingestion, conversion, synchronization, privacy, access control
- Networking: connectivity with on-prem, with different components/system, performance
- Solution will be hosted on one of the major public cloud providers (e.g., AWS, Azure, Google, Redhat)
- All needed components for the solution will be either procured from one product vendor or, a mix of product vendors that the SI has integration experience with.
- The solution will be built and deployed in phases but all the requirements for the end solution will be captured at once
- Modifications needed to the existing systems will be delivered by the team who owns those system as of today.
- Inflight projects will be captured during the requirement phase to revalidate the sequencing and time-window each phase.
- Timely availability of experienced personal is key to the timely completion.
- All documentation is up-to-date, and accessibility of documentation is a must.

Service Integration Platform

Introduction

A service integration platform integrates applications, systems, and components and establishes a real time synchronization between them. The service integration platform has the capability of integrating multiple end points and offers high availability, disaster recovery, security, and SLAs. This layer will serve as a strong foundation for future development and further integration, making the solution future proof.

Cloud Subscriptions

Before implementing a service integration platform, a decision must be made regarding how the technology solutions will be hosted. Considering Florida’s cloud-first law, the roadmap assumes the hosting platform will be either a public or private cloud. The first key step is to leverage a cloud subscription to gain access to cloud services, associated platforms, and storage. It will also be critical that all security and compliance practices are established and well-defined when selecting cloud service providers. The roadmap assumes that a cloud native solution will be leveraged and implemented for components such as firewalls, identity and access management (IAM), and monitoring.

API Management

A critical element to enable system integration and effective data sharing is the utilization of Application Programming Interfaces (APIs). APIs provide the ability for systems to connect and communicate. Effective API management enables API integrations to be created, modified, and disabled in a scalable and secure manner. The procured service integration platform solution should provide key components to enable API management.

Enterprise Service Bus

As not every application can expose (or support) direct API integrations that will enable them to interact with other systems, an enterprise service bus (ESB) facilitates this communication by acting as a mediator to accept and transform data from one system into a format compatible to another system. This functionality can be critical when integrating with legacy systems or other unique or custom-built applications that do not use standard APIs.

Master Data Management (MDM)

Master Data Management (MDM) provides a structure to identify and link common data elements across multiple systems. This will allow the service integration platform to more efficiently utilize the data from the existing systems and operate more effectively. This should also enable the existing systems to continue operating with minimal modification.

Enterprise Content Management

Along with raw data, other files and documents must be stored and made accessible to users, as appropriate. Enterprise Content Management defines the model for how unstructured data (e.g., Word documents, PDFs, etc.) are securely stored, organized, and accessed.

Roadmap Phasing & Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Establish New	Service Integration Platform					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Cloud subscriptions					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	API Management					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Enterprise Service Bus					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Master Data Management / Common Client Identifier					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Enterprise Content Management					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

KEY STEPS	DEPENDENCIES
<p>1. Cloud Subscription</p> <ul style="list-style-type: none"> — Procure a cloud subscription to host the implementation of but not limited to enterprise service layer, data hub, analytics and reporting, IAM, Firewall, portals. — All the new development or software procurement as a part of this implementation will be hosted on this cloud subscription. The cloud subscription may be FedRAMP authorized and be complaint with State and Local Government (SLG) — The software procurement and the cloud subscription must be compatible with each other 	<ul style="list-style-type: none"> — Architecture team establishment — Technology selection shortlisted
<p>2. API Management</p> <ul style="list-style-type: none"> — Create a list of interfaces ESL will interact with — Technology of the interfaces 	<p>Cloud subscription finalized</p>
<p>3. Enterprise Service Bus</p> <ul style="list-style-type: none"> — Develop transport protocol conversion — Develop message transformation and processing procedures — Develop added security to protect unauthorized access and routing abilities to redirect a request — Establish ESB 	<ul style="list-style-type: none"> — Cloud subscription finalized — Technology software procurement
<p>4. Master Data Management / Common Client Identifier</p> <ul style="list-style-type: none"> — Determine the stakeholders of MDM — Identify master data and evaluate data sources — Analyze data lifecycle — Develop architecture and data model — Implement MDM — Choose toolset to monitor and operate MDM 	<ul style="list-style-type: none"> — Cloud subscription finalized — Technology software procurement
<p>3. Enterprise Content Management</p> <ul style="list-style-type: none"> — Capture the type of contents — Capture the policy around the content management — Implement ECM 	<ul style="list-style-type: none"> — Cloud subscription finalized — Technology software procurement

The above key steps have not been met due to the shift in focus on the Customer Portal project. The strategy employed is to let the customer and case worker drive the user experience, which in turn drives the needs for the portal, which in turn helps define the data and infrastructure needs. These needs may result in sub projects (to the customer portal) or individual projects. While the key steps have not been taken and even with the above-described shift, some progress has been made through efforts by the IT Shared Services Workgroup and discovery activities that are part of the Business Process Reengineering Project. Updated information will be available in the FY 24-25 Schedule IV-B updated.

Anticipated Business & Process Impact

Establishing and utilizing a service integration platform should reduce the complexity of typical point-to-point integrations and consistently deliver enhanced levels of performance and connectivity. It will also

significantly reduce the occurrence of duplicative data entry for staff users and enable a more effective case management and referral process. Other key impacts of the service integration platform include:

- Provides a better customer experience for Floridians by providing a single point of access and a centralized view of workforce, education, and public benefit services
- Strengthens measures to ensure privacy and security of confidential data
- Establishes scalable and sustainable technology solutions and streamlines future enhancements

Anticipated Technology Impact

Implementing a service integration platform limits the need for the point-to-point integration between the Workforce Partner systems and connects those systems while still preserving their independence.

Benefits

The proposed technology solution is expected to have a high demand in terms of access and data sharing. A service integration platform should enable better system performance and provide a better citizen experience. A few of the key benefits include:

A service integration platform supports modern and legacy technology, structured and unstructured data, and real-time availability. This solution will make systems independent of each other while the data is being shared.

Future integration with new systems or changes to existing systems should be easier, providing faster time to market and lower cost of integration and support. Additionally, this solution is technology-agnostic, which will allow for future integration with best of breed solutions and the simplified introduction or adoption of new data types.

Project Dependencies

The success of the service integration platform will be dependent on the establishment and utilization of appropriate governance structures and processes. Additionally, the availability of applicable agency subject matter experts will play a major role in determining the level of success of the platform.

Potential Challenges

The process of integrating multiple systems is inherently complex and significant effort will be required to modify existing systems to communicate with the ESL. Additionally, since each system is different, the level of effort could be substantially increased for those systems that currently have fewer integration capabilities. Once the integration is in progress or complete, effectively monitoring the new technology solutions to ensure consistently high performance and effective security could be difficult due to the complexity presented by multiple interconnected systems.

Another challenge for this project will be the ability to maintain individual project schedules in order to adhere to the overall initiative timeline and budget. Ensuring that there are key personnel and documentation available will also be critical to the project's success.

Data Integration Capabilities Implementation

Introduction

Data hub enables data sharing by connecting 'producers of data' with 'consumers of data'; in some cases, both can be the same system. Endpoints interact with the data hub by sending and receiving data, and the hub serves as a mediation and management point. This creates a layer that is cohesively integrated with the service integration platform, providing a central and single repository of a unified data set. This architecture delivers effective mediation of data from a variety of independent systems, governance and efficient data sharing across systems, and enables business intelligence and analytics capabilities to decode

data into meaningful insights. To streamline this integration with the service integration platform, it is recommended that the data hub and the service integration platform be hosted on the same cloud solution as opposed to a multi-cloud solution.

Canonical Data Model

A canonical data model is a type of data model that presents data entities and relationships in the simplest possible form in order to integrate processes across various systems and databases. This type of data model should be utilized to unify the various data models used across the existing systems.

Data Ingestion/Conversion

There are several components of data hub that work in harmony to enable the data integration, beginning with data ingestion from different sources with many different schemas and transforming or converting them into one data model.

Data Sharing and Access

To safeguard confidential data and ensure it is shared only with the appropriate parties, data sharing and access policies must be in place to secure the data and control access. These policies should align with the overall data governance model and adhere to state and federal requirements for confidentiality and privacy.

Roadmap Phasing & Timing

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Data Integration Solution Implementation																				
Canonical data model																				
Common data development																				
Data ingestion / conversion																				
Data sharing and access																				

KEY STEPS	DEPENDENCIES
1. Canonical data model <ul style="list-style-type: none"> — Identify all the different data models — Create a canonical data model 	Enterprise service layer is established or is at least halfway done
2. Common data stores development (check with Vince) <ul style="list-style-type: none"> — Determine different data type — Extracting and loading data into data stores 	Data integration solution software procurement
3. Data ingestion / conversion <ul style="list-style-type: none"> — Identify all the sources of data that needs to be merged and duplicated — Develop a conversion script to migrate them and integrate duplicates — Load the migrated data into the centralized data hub — Validate the data 	Data integration solution software procurement

KEY STEPS	DEPENDENCIES
<p>4. Data sharing and access</p> <ul style="list-style-type: none"> — Determine all the types of data — Identify the data with confidentiality and privacy — Document data policy and governance — Develop data masking procedures 	<ul style="list-style-type: none"> — Data integration solution software procurement — Data Migrated

The above key steps have not been met due to the shift in focus on the Customer Portal project. The strategy employed is to let the customer and case worker drive the user experience, which in turn drive the needs for the portal, which in turn helps define the data and infrastructure needs. These needs may result in sub projects (to the customer portal) or individual projects. While the key steps have not been taken and even with the above-described shift, some progress has been made through efforts by the IT Shared Services Workgroup and discovery activities that are part of the Business Process Reengineering Project.

Anticipated Business & Process Impact

Implementation of the data hub will be one of the key steps in achieving the “no wrong door” vision for Florida’s workforce system. By integrating the data of the Workforce Partner systems, multiple benefits will be realized, including:

- Improved data quality through a centralized and standardized data model.
- Heightened data security through measures such as access controls and standards, as well as data masking.

Anticipated Technology Impact

The integration of a data solution will have impacts across existing technology and many of the associated business processes. To fully achieve bidirectional integration with the data, it will be necessary to modify each of the existing systems. Additionally, regular maintenance (e.g., daily health check, periodic data indexing) should be established to ensure that the data integration solution is healthy and performing as designed. The data integration solution capabilities should also perform to established uptime SLAs; therefore, high availability and disaster recovery strategies should be developed and implemented.

A key role of the data hub is to ingest and merge data from various sources. A few key components to consider to ensure validity of the data are listed below.

As it will likely require multiple iterations to ensure the data integration solution is successfully and accurately migrating and converting the data, extensive testing will be required to ensure the data model has been designed and implemented correctly. This testing should be performed by the appropriate subject matter experts from the Workforce Partners.

Understanding updates will constantly occur as data is accessed and modified in the future, the Workforce Partners should consider incorporating tools and processes to ensure consistent data reconciliation, safeguard data integrity, and manage version control.

Benefits

This solution will enable future integration with newer technology to help with future requirements. Utilizing a cloud-based hosting approach also presents multiple benefits, including the versatility to make on-demand changes to the solution and contributing to a high degree of scalability to expand and evolve as needed. Additionally, the development of a canonical data model will enable data from the disparate Workforce Partner systems to be combined, analyzed, and used in more efficient and effective ways.

Project Dependencies

The success of this program will be dependent on the establishment and utilization of appropriate governance structures and processes, including:

- Program/project governance to manage project resources and schedules
- Technical architecture governance to manage the various applicable technologies across the Workforce Partners
- Data governance to ensure process and procedures are in place to manage data quality, integrity, storage, and security.

Potential Challenges

Integrating data from disparate systems can present a variety of challenges. Those described below are some of the potential challenges which should be anticipated in this effort.

- Each of the existing systems stores data differently, including the usage of different unique identifiers. Successful data migration will require the establishment of a unique identifier that can unify the cross-departmental data.
- There is a high possibility that duplicate records exist for a client(s). Integrating such data may turn out to be a complex solution from an implementation perspective.
- Data is dynamic, meaning it is continuously changing. Having a moving target creates complexity and could present challenges to the implementation of this solution.
- Data should be scanned during migration to identify potentially outdated data. Processes for the migration of non-active (backup/archived) data should be developed in advance.

Analytics & Reporting Data

Introduction

Advanced analytics capabilities are among the core benefits of integrated data from multiple systems. It is recommended that a cloud-based data analytics platform be procured and utilized to fully realize the benefits of unified data.

The ability to convert data into meaningful insights should help to inform business decisions and guide or provide actionable information to users. From a reporting perspective, the data integration solution can provide the foundation to create dashboards to visualize data appropriate for a range of audiences from front-end users to executive management. Standard reports can be established for regular access to specific information, or dashboards can be customized and configured by individuals to best serve their needs.

Roadmap Phasing & Timing

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Analytics & reporting data																				
Analytics & reporting requirements																				
Analytics & reporting Data store design																				
Development & data ingestion																				
Continual development																				

KEY STEPS	DEPENDENCIES
1. Analytics and reporting requirements <ul style="list-style-type: none"> — Identify key stakeholder groups and understand the analytical requirement — Document the requirements 	PMO establishment
2. Analytics and reporting data store design <ul style="list-style-type: none"> — Categorize the type of analytics required and frequency — Design the portal to publish the data as a dashboard — Document the type of alerts and notification 	Data integration solution and ESL implemented
3. Development and data ingestion <ul style="list-style-type: none"> — Develop data mart or a data fiber or API layer for each category of analytics 	Analytical design completion
4. Continual development <ul style="list-style-type: none"> — Create a customization layer for consumers 	Analytical design completion

The above key steps have not been met due to the shift in focus on the Customer Portal project. The strategy employed is to let the customer and case worker drive the user experience, which in turn drive the needs for the portal, which in turn helps define the data and infrastructure needs. These needs may result in sub projects (to the customer portal) or individual projects. While the key steps have not been taken and even with the above-described shift, some progress has been made through efforts by the IT Shared Services Workgroup and discovery activities that are part of the Business Process Reengineering Project. Updated information will be available in the FY 24-25 Schedule IV-B updated.

Anticipated Business & Process Impact

Due to the advanced reporting and analytics capabilities produced from this integration, existing reporting structures and processes could change.

Anticipated Technology Impact

Each agency has existing data analytics software/tools currently in use. Once the data integration solution has been established, each agency will have to configure their tools to connect to the new data solution for data analysis and reporting purposes.

Another technical consideration for data analytics is the opportunity to introduce machine learning aspects into the data hub solution. Over time, a machine learning module could identify patterns of events and responses to automate tasks, improve incident response time, and increase efficiency.

Benefits

Employing well-planned data analytics and reporting strategies using a data hub can provide a myriad of benefits, including:

- Reports, dashboards, and other data analytics tools will leverage a wider range of data sources.
- Departmental staff will be able to access citizen information from multiple programs and agencies.
- Unified data will contribute to better trend analysis for all agencies, potentially leading to predictive and prescriptive analytics to inform business decisions and help to improve program services for citizens.

- Machine learning affords the opportunity to create more automation, making business processes more efficient and effective.

Project Dependencies

The data integration solution capabilities and ESL must be established prior to the introduction of new data analytics capabilities, and clear business requirements that articulate the data analytics needs will be critical for business success. Once implemented, adequate testing and data validation is important to ensure the quality of the data analytics.

Potential Challenges

Duplication of records and poor data quality can create ineffective and potentially misleading analytics while a staggered implementation will require repeated testing and data validation efforts each time a system or data set is introduced into the data hub. Additionally, the integration of existing data analytics tools may present a challenge due to the complexity involved.

State Partner Integration

Data Sharing Integration

Once the data is migrated and the ESL is established, the next step is to integrate Workforce Partner systems and enable real-time data synchronization. Before this can be achieved, the various systems must be analyzed and modified, as necessary, to ensure compatibility with the data hub and enable the exchange of data. The Enterprise Architecture group will coordinate with the agencies to ensure the established target architecture aligns with current or upcoming modernization efforts of existing systems and enables compatibility with the data integration solution

Single Sign on Integration

While the modernization efforts for current systems are underway and the data integration solution capabilities architecture is being established, an identity and access management (IAM) solution to enable single sign on should be architected and implemented. Any existing IAM solutions and processes in place within each individual agency may need to be integrated with the new IAM solution.

Single Sign-On – Shared Account

Introduction

Initially, the common public portal will connect the existing workforce-development portals into a federated solution. Floridians will be able to initiate their online transactions from the common public portal. However, much of the online functionality will continue to be handled within the existing program portals.

Without a single sign-on, when the common public portal hands the user off to existing portals, the user would need to log in to each additional portal that they need to use. Clearly, this would be cumbersome for the user. The problem is compounded if different user IDs must be remembered, or passwords changed or reset.

Also, as each system must be independently maintained, this approach generates redundant costs for the workforce development partnership.

An identity and access management (IAM) solution will enable a single sign-on service. This would allow the user to use one set of credentials to log into and access multiple systems. In addition to the convenience and cost savings that are enabled, this approach also goes a long way toward improving the user experience, as—from the user’s perspective—the federated system will feel more like a fully integrated common portal.

Anticipated Business and Process Impact

- With a new login and security system in place, all users (internal or external) may end up with a new user ID. It will be important to communicate these changes and explain how the new system is to be used.
- As with any new system, early on, there is a likelihood of instability. During this phase, it will be important to provide the customer support needed to guide users through the change and to report on any faults or issues that may surface. Likewise, resources should be provisioned to timely address and resolve any early issues that emerge.
- Initially high traffic should also be planned for: Given the large number of users who will access the system to update their credentials and explore the new functionality, latency issues could arise. A good design and scalable cloud services could mitigate these concerns, but they should be kept in mind.
- As it is very possible that, initially, a few users may lose some or all of their current level of access, it is recommended that, until the new system is stable, users should have parallel access to both the new system as well as their existing portals.
- Before the new system is fully operational, testers should use the system to uncover any issues that should be resolved before launch. This will help to ensure fewer challenges when the system is generally released.
- User training sessions or manuals could help to smooth out the transition to the new system.

Anticipated Technology Impact

- With a single sign-on, it is best practice to employ multifactor authentication (MFA). This approach calls for more than one level of user authentication. For example, when a user enters their username and password to log into the system, the system generates a one-time password (OTP) and e-mails or texts it to the user, based on the user's stated preference. Other approaches are also feasible.
- Implementation of a single sign-on must also be coupled with appropriate security controls. For example, a bastion server should be set up as a "jump server" to allow external access to a private network.
- This implementation should include an appropriate toolset. For example, tools should be employed to bridge all the servers on the cloud, perform vulnerability scans, enable Host Based Intrusion Detection (HIDS), Host Based Intrusion Prevention (HIPS), certificate issuance, an—above all—a logging solution to trace all activity.
- Authorization is also an important feature of single sign-on. As access to information and functionality within the federated system must be limited to the right user for the right purpose, role and user-base access controls are required. The system must also control and distribute the privileges users have once granted access to information. These include some combination of the rights to view, alter, or delete information.
- A 24x7 command center should be established to immediately address any security vulnerabilities.

Shared Intake Integration

Once all systems are modernized, integrated with the data hub, and the data is synchronized, a Shared Intake Integration can be implemented. This will enable one central intake process for the Workforce Partners.

Roadmap Phasing & Timing

SCHEDULE IV-B FOR FL WINS PROGRAM

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Establish New Data Integrations	State Partner Integration																				
	Commerce Modernization (ReConnect)																				
	Commerce Modernization (EmployeeFL)																				
	DCF Modernization (ACCESS In-scope only)																				
	DCF Modernization (HopeFL)																				
	DOE Modernization (AWARE/DBS)																				
	DOE Modernization (AWARE/VR)																				
	DOE Modernization (Early Learning)																				
	DOE Division of Career and Adult Education (FCS & Institutions)																				
	DOE Adult General Education Integration																				
	DOE Apprenticeship Integration																				
	DOE Modernization (EMOP) Integration																				
	CSF (LWDB) Integration																				
	Data Sharing Integration																				
	Single Sign on Integration																				
	Shared Intake Integration																				
	Service Integration Platform																				
	Cloud subscriptions																				
	API Management																				
	Enterprise Service Bus																				
Master Data Management / Common Client Identifier																					
Enterprise Content Management																					

KEY STEPS	DEPENDENCIES
<p>1. Include Current System Modernization Efforts</p> <ul style="list-style-type: none"> — Document the details of modernization that are in-progress — Create a mapping of requirements that are needed for the integration with data hub via ESL — Create a roadmap of joint modernization 	<ul style="list-style-type: none"> — PMO establishment — Information Technology Shared Services Core Team
<p>5. Data Sharing Integration</p> <ul style="list-style-type: none"> — Establish connectivity with data hub — Enabler synchronization between the system — Test the connectivity and data quality — Reconcile the data in different systems — Implement monitoring tools to check the connectivity and performance at all times 	<p>Modernization completion of each of the organization</p>
<p>6. Single Sign on Integration</p> <ul style="list-style-type: none"> — Establish a central IAM solution — Migrate the credentials in the data solution 	<p>Data integration capabilities and service integration platform implemented</p>

KEY STEPS	DEPENDENCIES
	Modernization efforts are complete Data sharing integration
7. Shared Intake Integration <ul style="list-style-type: none"> — Document all the details required by all organization for their intake needs — Create a comprehensive list of intake form — Design a portal to receive all the information from clients 	Single sign on established

The above key steps have not been met due to the shift in focus on the Customer Portal project. The strategy employed is to let the customer and case worker drive the user experience, which in turn drive the needs for the portal, which in turn helps define the data and infrastructure needs. These needs may result in sub projects (to the customer portal) or individual projects. While the key steps have not been taken and even with the above-described shift, some progress has been made through efforts by the IT Shared Services Workgroup and discovery activities that are part of the Business Process Reengineering Project. Updated information will be available in the FY 24-25 Schedule IV-B updated.

Anticipated Business & Process Impact

Existing governance structures and standard operating models should be re-evaluated and aligned with a common methodology that serves the purposes of the Workforce Partners. Additionally, significant changes may be required for Workforce Partner systems to enable shared intake capabilities.

Anticipated Technology Impact

This integration will have several technological impacts, including the following:

- The Workforce Partners should consider a tool that can monitor the connectivity and performance of the system.
- Existing IAM solutions and processes may be significantly impacted with the introduction of a central IAM component.
- Modernization efforts may need to consider the integration needs and requirements of the data hub.
- Data sharing capabilities of existing systems may need to be modified to enable bidirectional data exchange with the data integration solution.
- Front-end processes of existing systems may need to be modified to enable single sign on capabilities.
- Significant changes may be required for Workforce Partner systems to enable shared intake capabilities.

Benefits

Integrating the Workforce Partner data will help to achieve the goals set forth by the REACH Act by enabling data from the disparate Workforce Partner systems to be combined, analyzed, and utilized in more efficient and effective ways. It should also provide citizens with a more streamlined experience when seeking available workforce, education, and public benefits services. In addition, an integrated system will significantly reduce duplication of work and support streamlined case management and referral services.

Project Dependencies

The viability of this project relies on the completion and implementation of several other projects,

including:

- Data solution capabilities implementation
- Data migration and duplication
- Data quality and integrity validation
- ESL implementation

Additionally, the planned and continuing modernization efforts of existing systems will need to be reviewed and possibly modified to ensure compatibility with the data hub. As with many of the projects, resource availability is also a key dependency.

Potential Challenges

Challenges for this project include:

- All modernization efforts planned or underway should be completed.
- Existing data models vary across the existing systems. A standardized data model must be established to unify the data.
- Any undocumented changes to existing systems (code changes/patches) could present challenges.
- Cybersecurity policies and standards could vary across Workforce Partners, which could present a challenge to selecting a common IAM solution.
- Resource availability.

Local Education Agency Integration

Introduction

The local education agency (LEA) integration project category will focus on the ability to integrate a variety of existing systems (COTS, legacy, up-to-date, and homegrown) being used by Florida College System institutions and school districts across the state. There are 28 state colleges and 67 school districts in the state of Florida offering workforce education services. Each LEA is responsible for procuring or building its student information system. To understand the local landscape and build a compatible solution, we will survey LEAs to learn more about their systems.

Using the information from the technical survey, the FL WINS solution will be designed to offer several tiers of integration to LEAs. All LEAs will be included in the service catalog that will provide program information to users – this will constitute the lowest level of integration. LEAs interested in deeper integration and interoperability between FL WINS and their student information or learning management systems will have the opportunity to connect to the solution at higher integration tiers.

Roadmap Phasing & Timing

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
College Integration Future Solutions																				
College system integration alternatives																				
College system integration funding alternatives																				
Technical integration design & planning																				
College system integration																				

KEY STEPS	DEPENDENCIES
1. College and school district system integration alternatives — Inventory of existing systems	Data Integration Design Communication Plan
2. College and district system integration funding alternatives — Review state funding allocations opportunities — Review federal funding allocations opportunities	Department of Education and Legislature
3. Technical integration design and planning — Data-sharing requirements and design — Planning of integration scope for existing systems with options for tiered levels of integration	Data Integration Design

Common Customer Portal

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
User Experience Design																				
User Experience requirements																				
High level design & planning																				
Single Sign on - Shared Account																				
Detailed design & planning																				
Development - security, data sharing, ECM, existing portal linkages																				
Account matching - existing accounts																				
Account linking - conversion																				
Shared Intake / Application																				
Shared application & common data design																				
Referral rules																				
Customer intake application development																				
Fully Integrated Common Portal																				
Detailed design & planning																				
Development																				

The key assumptions used to develop the detail for the Common Customer Portal project included:

- Common portal functionality will be developed and released in phases in order to shorten time to deliver enhanced client experience, providing a “home base” for the other portals that are maintained by the Workforce Partners.
- Initial phase will only collect core demographic data associated with an account leveraging MDM & Common Client Index
- Common application added later will facilitate more harmonized data collection and sharing
- It is unlikely that the common portal will ever fully replace existing portals, with options for maximal integration deferred

- Floridians will have the ability to navigate to native web content from the new, common portal. Floridians will also be able to navigate directly to a partner’s portal.
- The portal must be ADA compliant.
- All information that is collected on the common portal will be made available to existing systems on a publish-subscribe basis to facilitate auto-population and data processing.
- Some online services will be generally available to the public while other features will only be accessible to users who have created user accounts. Portal users will be able to access these services without first having to create an account or provide personally identifying information.
- Active referrals via the portal will be available from later phases with application intake, a screening tool that could identify the possibility of programs that might be pursued, or prompts.
- The portal will be accessible from mobile devices.
- All members of the Workforce Partnership will need to contribute to the design and development of the new, common portal.
- Staff across the partnership will need to be trained in the use of the new, common portal.
- A significant public-outreach campaign will be needed to educate the public about the portal.

A common customer portal is a web-based channel into an organization’s information-technology system. The public can use it anonymously to get program information or self-screen for eligibility. People can also create a password-protected account to do more personal things. For example, a program applicant could create an account to apply for benefits. Clients could sign into their accounts to get information about their case, request referrals, report changes, renew eligibility, and other useful things.

Anticipated Business and Process Impact

A well-designed common public portal could have a significant, positive impact on the workforce-development partners’ businesses and processes:

- A common portal that offers comprehensive information about available workforce-development programs and services can promote accessibility and opportunity, as Floridians can learn about and choose the programs, benefits, and services that they feel are right for them.
- Self-service features, tools that limit repetitive data entry, the ability to upload documents, and other services that can be extended on a common public portal could significantly enhance customer experience and foster independence.

Anticipated Technology Impact

- Development resources will need to be devoted to the implementation of the common public portal. In addition to the development that will be needed to create an integratable solution, individual programs will need to devote the resources needed to build out the connections required to connect existing portals to the system. There will also likely be other development needed to modify or configure existing systems to support new functionality that originates on the common public portal but executed by existing systems.

User Experience Design

Introduction

The creation of the public-facing components of a website or software (product) generally involves two interrelated disciplines: User experience (UX) design focuses on the overall experience the user has when they interact with the product. It determines such things as content organization and feature sets. The result


of the effort determines the user’s overall journey: Was the experience useful? Was the product easy to use? Was the interaction pleasing?

In the sample personas and journey maps below (updated to provide draft Business Process Reengineering Project personas that are in development), there are a few concepts it is important to understand:

- **Personas** offer a holistic view of key stakeholder groups, including empathetic insight into the state-of-mind for the types of users that currently occupy this persona.
- **Attributes** highlight both key characteristics of interacting with the current and future systems and processes, and their current experience with each attribute (1-low, 5, high).
- **Modes** take into consideration our persona’s expectations, motivations, and thoughts. While there are only a few mentioned users will be in multiple modes throughout their journey.
- **Behavioral design tactics** provide guidance on design patterns and content to create a successful experience for users.
- **Journey Maps** focus on the experience we expect the persona to have as they interact with different phases of the proposed solution.


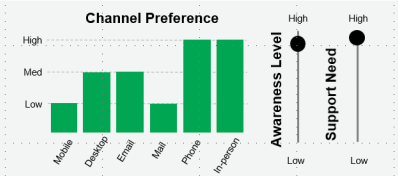
The following are a few representative samples of the kinds of personas and journey maps that would support UX design(*it is important to note that these personas and journeys are still in the validation state with the Workforce Partners and fully approved personas will not be available until fall 2023*):

As part of the Business Process Reengineering Project, most of Key Steps above will soon be completed and fully represent the stakeholder and customer feedback from the in-scope programs and systems. The output of these efforts will be inputs to remaining work that will be utilized by a solution vendor to be undertaken and completed through the Common Portal (and CX/UX) project and accompanying procurement. Anticipated procurement and requirements are expected for late summer/fall of 2023, with the expectation of a vendor to begin work on future state building in the spring of 2024.



Cindy the Visually Impaired

Individual with overt disability looking for employment assistance

<h3 style="margin: 0;">ABOUT</h3> <p>Cindy has a progressive bilateral visual impairment that makes her vision worse over time. It is becoming more challenging to go about daily life without assistance. She is passionate about art and building design and hopes to one day become an architect. She lacks the requisite qualifications and most potential employers lack the knowledge needed to employ blind individuals. Cindy also struggles to go about daily life in her Tampa Bay, FL neighborhood, where she lives in a sixth story apartment alone.</p>	<h3 style="margin: 0;">FRUSTRATIONS</h3> <ul style="list-style-type: none"> Inability to navigate services independently Inability to take care of daily essential tasks 	 <div style="background-color: #008000; color: white; padding: 10px; margin: 10px 0;"> <p style="text-align: center; font-weight: bold;">“I need to be able to live independently. I’m nervous about my financial situation and I need help.”</p> </div>								
<h3 style="margin: 0;">NEEDS</h3> <ul style="list-style-type: none"> Professional training Career counseling, job search Transportation services Support applying for programs and services Employer training on how to employ blind individuals 	<h3 style="margin: 0;">GOALS</h3> <ul style="list-style-type: none"> Achieve total independence at home and at work Become fully employed Turn her passion into a fulltime profession 									
<div style="text-align: center;"> <h3 style="margin: 0;">Channel Preference</h3>  </div>	<h3 style="margin: 0;">MOMENTS THAT MATTER</h3> <ul style="list-style-type: none"> Neighbor helping her get a referral to DBS Meeting with her counselor for the first time Gathering her medical documentation Meeting with her counselor to go over her plan Participating in the plan Looking for a job Becoming employed! 	<h3 style="margin: 0;">POTENTIAL PROGRAMS & SERVICES</h3> <table border="1" style="width: 100%; border-collapse: collapse; margin: 0;"> <tr> <td style="padding: 5px;">DBS Rehab Center for the Blind and Visually Impaired</td> <td style="padding: 5px;">Division of Blind Services</td> </tr> <tr> <td style="padding: 5px;">VR/DBS Deaf, Hard of Hearing & Deafblind Services</td> <td style="padding: 5px;">Division of Vocational Rehabilitation</td> </tr> <tr> <td style="padding: 5px;">DBS Business Enterprise Program</td> <td style="padding: 5px;">DBS Braille & Talking Book Library</td> </tr> <tr> <td></td> <td style="padding: 5px;">VR/DBS Employer Training Services</td> </tr> </table>	DBS Rehab Center for the Blind and Visually Impaired	Division of Blind Services	VR/DBS Deaf, Hard of Hearing & Deafblind Services	Division of Vocational Rehabilitation	DBS Business Enterprise Program	DBS Braille & Talking Book Library		VR/DBS Employer Training Services
DBS Rehab Center for the Blind and Visually Impaired	Division of Blind Services									
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DBS Business Enterprise Program	DBS Braille & Talking Book Library									
	VR/DBS Employer Training Services									
<h3 style="margin: 0;">ART OF THE POSSIBLE CONSIDERATIONS</h3> <ul style="list-style-type: none"> DBS seeks to encourage customers to pursue careers in any field. Too often, visually impaired individuals get boxed into fields that only relate to their disability and not their aspirations. Many DBS customers will have visual impairments that progressively get worse over time. Customers will need additional support with adjusting to a new lifestyle. 		<div style="margin-top: 10px;"> <p>Key</p> <table style="display: flex; gap: 10px;"> <tr> <td style="background-color: #ccc; padding: 2px 5px;">DCF</td> <td style="background-color: #1a2b4d; color: white; padding: 2px 5px;">Florida Commerce</td> <td style="background-color: #008000; color: white; padding: 2px 5px;">DOE</td> <td style="background-color: #800080; color: white; padding: 2px 5px;">Career Source</td> </tr> </table> </div>	DCF	Florida Commerce	DOE	Career Source				
DCF	Florida Commerce	DOE	Career Source							



Deborah the DOE DBS/VR Caseworker

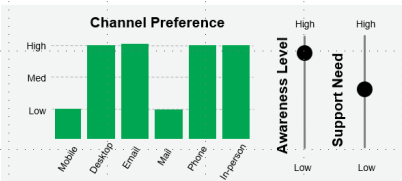
Dedicated public servant looking to be more efficient in serving her customers

ABOUT

Deborah is a life long civil servant with over 20 years of experience assisting disabled Floridians in obtaining the services and support they need to thrive. She is based in the Daytona Beach, FL Vocational Rehabilitation office and is frustrated with the length of time it takes to serve a customer. Staff shortages in her office have made it difficult to adequately serve all customers and has placed additional stress on her and her co-workers.

NEEDS

- Efficient scheduling process
- Expedited customer document submission
- Customer communication tracking process
- Reduction in customer back and forth communication for required information



FRUSTRATIONS

- Inability to give each customer timely service
- Frustrated with added stress of staffing shortages
- Frustrated with back-and-forth communication required to obtain all required info, resulting in further delays

GOALS

- Reduce time it takes to serve customer to case completion
- Successfully close the majority of cases
- Help disabled Floridians

MOMENTS THAT MATTER

- Initial customer intake interview
- Monthly check-in meetings
- Requesting services from vendor for customer
- Obtaining a job for the customer
- Case closure



"I love working with my customers and am satisfied with my career in public service but wish we could be more efficient."

PROGRAMS & SERVICES

- DBS Rahab Center for the Blind and Visually Impaired
- DBS Braille & Talking Book Library
- VR/DBS Deaf, Hard of Hearing & Deafblind Services
- TTW SSA Program
- VR/DBS Student and Youth Services
- Division of Blind Services
- DBS Business Enterprise Program
- VR/DBS Employer Training Services

Key DCF Florida Commerce DOE Career Source



Maryanne the Mother

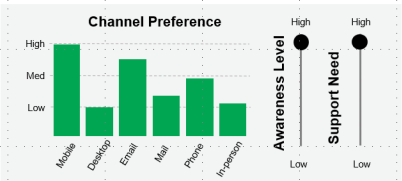
Single Mother Seeking Living Assistance and Training

ABOUT

Maryanne is a single mother of two children under the age of 10 living in an apartment building in a struggling neighborhood of Miami, FL. She had her first daughter as a senior in high school but was still able to earn her GED®. She is struggling to meet her expenses and is reliant on SNAP benefits to feed her family and Temporary Cash Assistance to help pay rent. Maryanne is currently a substitute teacher, which does not require any certifications but dreams of acquiring the skills necessary to become a Registered Nurse. She has no child support, works 30 hours a week, has a work exemption and makes less than 40k a year. She is a loving mother who is involved with her community's urban farm. She is looking to build a better future for herself and her daughters.

NEEDS

- Registered Nurse
- Additional career training and counseling after her certification
- Childcare Support
- Transportation Support
- Job search support



FRUSTRATIONS

- Maryanne is frustrated by her slow progress on finding and completing post-secondary education for Nursing, as she is not able to focus on it due to needing to take care of her children.
- She is having difficulty balancing her family needs and career aspirations
- She is under tremendous financial stress and cannot take time off to apply for more benefits

GOALS

- Become a Registered Nurse
- Reduce/eliminate her reliance on SNAP benefits
- Become fully employed to provide for her daughters

MOMENTS THAT MATTER

- Finding the DCF ACCESS application
- Going to the DCF office to provide more information
- Receiving SNAP/TANF benefits
- DCF case worker referring her to HOPE FL
- Hope Navigator providing a warm handoff to CSF
- CSF providing guidance on how to pursue a nursing degree
- Hope Navigator providing support throughout nursing school
- Earning her nursing degree
- Becoming employed!

ART OF THE POSSIBLE CONSIDERATIONS

- Child support – payments count as income



"I need to be able to provide a better life for my daughters, and I've always dreamt of being a nurse. I need help to get there."

POTENTIAL PROGRAMS & SERVICES

- SNAP E&T
- Other WIOA Programs
- Adult Worker Program
- Re-Employment
- Welfare Transition (TANF) – Workforce Requirements
- Wagner-Peyser
- TANF
- Work Opportunity Tax Credit Program (EMPLOYER)
- SNAP
- Career Source
- HOPE FL
- DCAE Career & Tech Ed Services

Key DCF Florida Commerce DOE Career Source



Jeremy the LWDB Caseworker

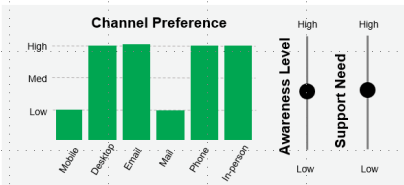
Dedicated public servant looking to be more efficient in serving their customers

ABOUT

Jeremy is a recent college graduate who has always wanted to work in civil service. He has been with the LWDB for over a year helping serve different customers looking for a variety of workforce services. He is based in a local career center. He is often frustrated with the multiple systems, agencies, programs, and services that he must navigate to get his customers the services they need.

NEEDS

- More training on available programs and services
- Customer being informed of the info they need prior to submitting a half-complete application
- Increased collaboration across other local partners



FRUSTRATIONS

- Inability to give each customer timely service
- Frustrated with added stress of staffing shortages
- Frustrated with back-and-forth communication required to obtain all required info, resulting in further delays

GOALS

- Reduce time it takes to serve each customer
- Attract the next generation of public servants
- Reduce the back and forth with customer to find all required information

MOMENTS THAT MATTER

- Initial customer intake interview
- Determining benefit eligibility for a customer
- Referral to partner vendors
- Receipt of vendor updates on customer progress
- Case closure



"I like serving others, but I feel I can't help every Customer because it takes so long to get the information I need. There are so many people who need help, and so many delays in the process."

PROGRAMS & SERVICES

Apprenticeship	State Rapid Response Program
Welfare Transition	SNAP E&T
Workforce Requirements	Adult Worker Program
Work Opportunity Tax Credit Program (EMPLOYER)	Title 1 Dislocated Worker Program
Disaster Recovery and Dislocated Worker Grants	Title 1 Youth Program
Military Family Employment Advocacy Program	Trade Adjustment Assistance Program
Federal Bonding Program	Senior Employment Program
Veterans Employment Program	Migrant and Seasonal Farmworker Services
Wagner-Peyser	Re-Employment
Other WIOA Programs	

Key DCF Florida Commerce DOE Career Source



Anthony the FloridaCommerce RECONNECT Staff

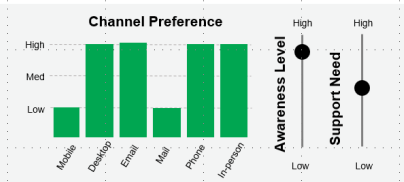
Passionate public servant dedicated to helping others reach self-sufficiency

ABOUT

Anthony is 40-year-old man who was looking to make a career change into civil service. After seeing his brother struggle with the unemployment process, Anthony decided to work for DOC. He has been with Reemployment Assistance for over a year helping serve different customers. He is based in a local service center. Anthony is often frustrated with the time it takes customers to receive their benefits, the lack of communication between the agency and customer, and the wait times with adjudication.

NEEDS

- Faster determinations for customers relying on Reemployment Assistance
- Better communication between the customer and agency



FRUSTRATIONS

- Inability to give each customer timely service
- Frustrated with added stress of staffing shortages
- Frustrated with back-and-forth communication required to obtain all required info, resulting in further delays
- Lack of communication with adjudication and customer

GOALS

- Reduce time it takes to serve each customer
- Attract the next generation of public servants
- Reduce the back and forth with customer to find all required information

MOMENTS THAT MATTER

- Determining Customer's need
- Determining benefit eligibility for a customer
- Case closure



"I want to be able to help as many people as possible, but I feel the process is long and exhausting for myself and the customer."

PROGRAMS & SERVICES

Re-Employment

Key DCF Florida Commerce DOE Career Source

User interface (UI) design develops the mechanisms for implementing the UX design. It focuses on the product's "look and feel." What colors are used? What should the buttons look like? What happens when a button is clicked? Together, UX and UI design ensures that the product is both pleasing and easy to use.

The following roles should support the portal's interface design:

UX Designers

UX designers ascertain portal user needs and design a pleasing, easy-to-use portal. To do so, UX designers

identify various user groups and develop an understanding of their various needs. They also communicate product design through journey maps, wire frames, storyboards, and site maps.

UI Designers

UI designers design the user interface to manifest the portal’s user-experience design. UI designers collaborate with UX designers and system developers and design the portal’s appearance and functionality.

Roadmap Phasing and Timing

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
User Experience Design																				
User Experience requirements																				
High level design & planning																				

KEY STEPS	DEPENDENCIES
<p>1. UX Design – Currently in process</p> <ul style="list-style-type: none"> — Identify user groups. — Conduct interviews and other forms of discovery to ascertain user needs. — Develop journey maps, wire frames, and other artifacts to support the further design and development of the portal. — Provide consultation and guidance on the implementation of the UX design. — Conduct focus groups and other tests to ensure that the portal’s user interface comports with the UX design. 	<ul style="list-style-type: none"> — In-scope programs and entities must be identified. — Scope of portal functionality must be determined: <ul style="list-style-type: none"> ○ Distribution of functions between common portal and existing portals ○ New features to be hosted on the common portal (e.g., screening tool, common data intake, referral requests, customer-account access, other self-service features, etc.)
<p>2. UI Design</p> <ul style="list-style-type: none"> — Collaborate with UX designers to support development of UI design. — Create a style guide to be used in designing the user interface. — Use UX artifacts to design individual screens. — Design interactivity. — Ensure that interface layout functions on supported platforms. 	<ul style="list-style-type: none"> — UX design should be developed and approved

Anticipated Business and Process Impact

A well-designed common public portal could have a significant, positive impact on the Workforce Partners’ businesses and processes: A common portal that offers comprehensive information about available workforce-development programs and services can promote accessibility and opportunity, as Floridians can learn about and choose the programs, benefits, and services that they feel are right for them. Self-service features, tools that limit repetitive data entry, the ability to upload documents, and other services that can be extended on a common public portal could significantly enhance the customer experience and foster independence.

When Floridians use the common public portal to get answers to their questions, there is less pressure on

agencies to provide this service.

A common public portal—even one that is well executed—can also have negative business impacts: Online services that are good for many may be challenging for others. Support need could counterbalance some of the portal’s efficiency benefits and frustrate or confuse certain segments of the population. Also, during the design phase, the project could divert staff resources from other program endeavors. Subject-matter experts will need to be deployed to contribute to the development of content and features that will be extended on the portal. Initially, changes to existing portals may also be needed: If existing portals will need to be rebranded or redesigned to create a unified user experience, business staff may need to be tasked with this responsibility.

Anticipated Technology Impact

Subject matter experts from each agency will need to be devoted to the implementation of the common public portal. In addition to the development that will be needed to create an integrated solution, individual programs will need to devote the resources needed to build out the connections required to connect existing portals to the system. There will also likely be other development needed to modify or configure existing systems to support new functionality that originates on the common public portal but executed by existing systems.

Benefits of the Approach

Thoughtful and informed UX and UI design-planning contributes to the common portal’s ultimate success. The resulting portal will have the features and functionality needed to help bind Florida’s workforce-development partnership into a more cohesive and accessible source of services and supports. Floridians will be able to independently investigate the full range of programs that they might qualify for and to execute the other self-service opportunities that are extended to them on the common portal. This is likely to significantly enhance Floridians’ experiences as they navigate through their workforce-development options, apply for programs, and independently conduct many of the other activities in support of their enrollments.

Project Dependencies

A successful user-experience design depends upon a clearly developed delineation of the features and functions that will be initially included on the common portal. Also, existing systems must be able to connect with and support the functionality that will be extended on the common portal. There must be a clear set of requirements for upgrading and changing existing portals.

Design of a quality user experience depends on the development of a sophisticated taxonomy of user groups. This must include adequate discovery of user communities’ potential needs and abilities. A representative cohort of actual users must be assembled to give input as to proposed feature sets, provide design feedback, and test features and functions, as they are developed, and after they are assembled into a complete solution.

All in-scope agencies and programs must actively participate in the effort to ensure desired levels of interconnectivity and common branding and design.

Finally, implementation will require a robust outreach campaign to educate Floridians about upcoming changes and train them to successfully interact with the new system.

Potential Challenges

Given the very large number of stakeholders, it could be difficult to settle on the scope of the features that will be offered on the common customer portal. It may also be hard to achieve consensus among the partnership’s internal and external stakeholder groups as to the portal design and functionality. Existing portal owners may not be willing or able to modify their systems to connect and interact with a new common portal.

It may be difficult to design a system that meets the needs of the diverse set of intended users. Also, as initially, much of the on-line functionality will continue to be hosted on individual portals, it may be difficult to achieve enough of a common look and feel to support the perception that users are interacting with a cohesive system.

Single Sign-On – Shared Account

Introduction

Initially, the common public portal will connect the existing workforce-development portals into a federated solution. Floridians will be able to initiate their online transactions from the common public portal.

Without a single sign-on, when the common public portal hands the user off to existing portals, the user would need to log in to each additional portal that they need to use. Clearly, this would be cumbersome for the user. The problem is compounded if different user IDs must be remembered, or passwords changed or reset.

Also, as each system must be independently maintained, this approach generates redundant costs for the workforce development partnership.

An identity and access management (IAM) solution will enable a single sign-on service. This would allow the user to use one set of credentials to log into and access multiple systems. In addition to the convenience and cost savings that are enabled, this approach also goes a long way toward improving the user experience, as—from the user’s perspective—the federated system will feel more like a fully integrated common portal.

Roadmap Phasing and Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Customer Portal	Single Sign on - Shared Account																				
	Detailed design & planning																				
	Development - security, data sharing, ECM, existing portal linkages																				
	Account matching - existing accounts																				
	Account linking - conversion																				

KEY STEPS	DEPENDENCIES
<p>1. Detailed Design and Planning</p> <ul style="list-style-type: none"> — Identify an IAM solution to be implemented — Document all requirements, policies, and compliances — Design a IAM solution 	<ul style="list-style-type: none"> — Architecture team establishment — Cloud subscription finalized — Tools/solutions identified
<p>2. Development</p> <ul style="list-style-type: none"> — Create a sprint of all tracks, security, data sharing, portals (all can also run in parallel) — Configure/develop any UI customizations on the IAM solution — Create definitions for role-based access 	<ul style="list-style-type: none"> — Implement monitoring, tooling, and auditing needs — IAM tool finalized

KEY STEPS	DEPENDENCIES
<p>3. Account Matching</p> <ul style="list-style-type: none"> — Create a list of accounts for each organization — Identify the CCI and create a comprehensive list of all accounts — Create a list of duplicate accounts 	<ul style="list-style-type: none"> — Dependent on detailed design and planning
<p>4. Account Integration</p> <ul style="list-style-type: none"> — Categorize different types of accounts — Develop role-based access system — Define roles — Migrate all accounts into one system (with duplicates removed) — Develop solution for assigning a temporary password or leveraging an existing one — Develop solution approach for first-time login — Create a communication plan to be socialized with users about the change 	<ul style="list-style-type: none"> — Dependent on account-matching step

Anticipated Business and Process Impact

With a new login and security system in place, all users (internal or external) may end up with a new user ID. It will be important to communicate these changes and explain how the new system is to be used.

As with any new system, early on, there is a likelihood of instability. During this phase, it will be important to provide the customer support needed to guide users through the change and to report on any faults or issues that may surface. Likewise, resources should be provisioned to timely address and resolve any early issues that emerge.

Initially high traffic should also be planned for: Given the large number of users who will access the system to update their credentials and explore the new functionality, latency issues could arise. A good design and scalable cloud services could mitigate these concerns, but they should be kept in mind.

As it is very possible that, initially, a few users may lose some or all of their current level of access, it is recommended that, until the new system is stable, users should have parallel access to both the new system as well as their existing portals.

Before the new system is fully operational, testers should use the system to uncover any issues that should be resolved before launch. This will help to ensure fewer challenges when the system is generally released.

User training sessions or manuals could help to smooth out the transition to the new system.

Anticipated Technology Impact

With a single sign-on, it is best practice to employ multifactor authentication (MFA). This approach calls for more than one level of user authentication. For example, when a user enters their username and password to log into the system, the system generates a one-time password (OTP) and e-mails or texts it to the user, based on the user’s stated preference. Other approaches are also feasible.

Implementation of a single sign-on must also be coupled with appropriate security controls. For example, a bastion server should be set up as a “jump server” to allow external access to a private network.

This implementation should include an appropriate toolset. For example, tools should be employed to

bridge all the servers on the cloud, perform vulnerability scans, enable Host Based Intrusion Detection (HIDS), Host Based Intrusion Prevention (HIPS), certificate issuance, an—above all—a logging solution to trace all activity.

Authorization is also an important feature of single sign-on. As access to information and functionality within the federated system must be limited to the right user for the right purpose, role and user-base access controls are required. The system must also control and distribute the privileges users have once granted access to information. These include some combination of the rights to view, alter, or delete information.

A 24x7 command center should be established to immediately address any security vulnerabilities.

Project Dependencies

In-flight projects addressing existing portals must be factored into new system design and development. Also, cloud and platform choice will impact the implementation timeline.

Appropriate subject-matter experts from across the Workforce Partnership must be made available to address issues relating to roles and responsibilities and current sign-on accessibility. They must thoroughly evaluate the large number of roles and responsibilities across the Workforce Partnership.

Potential Challenges

Given the many programs that are included in the scope of the program, it may be difficult to devise a common client identifier. Matching existing accounts and establishing relations between accounts, if any, could also be challenging. Inaccuracies will cause revoked access, resulting in phone calls and community expression of dissatisfaction.

Considering the size of integration, design and configuration of access controls will call for an extremely large amount of effort.

Shared Intake / Application

Introduction

Often used interchangeably, “application” and “intake” refer to the collection of information at the beginning of a case.

Application: Information is collected to determine eligibility. This can also include information verification.

Intake: For programs that do not determine eligibility, information is collected to open a case.

Shared intake leverages a feature hosted on a common customer portal. First, the person is offered the opportunity to select the programs they would like to enroll in. Next, some or all needed information is collected and sent to the appropriate program. If necessary, the individual completes the process by providing any additional information directly to each program. Information given on the portal need not be provided again.

The hybrid integration strategy can support any of three approaches to shared intake. Two are based on the idea that, when workforce-development programs rely on common data elements at intake or application, those items should be collected once and then shared with the programs that need them. The third variation is not directly concerned with shared data. However—like the first two options—it shares the goal of minimizing redundant data entry.

The simplest approach uses a common portal form to collect the data that is needed for all in-scope programs. This would include, for example, elements such as “name,” “date of birth,” etc.

A somewhat more complicated strategy commonly collects any elements needed for two or more

programs. With either strategy, the user provides shared items on the common portal and follows up by giving additional information to the programs that need it.

The third and most complex strategy extends a unified, dynamic application on the common portal. Automated business rules generate a personalized application for each user. The application collects all information needed by all relevant programs. This includes information that might only be needed by one program. It collects the minimum amount of information and never asks the same question twice. Once it is submitted, intakes and applications for all chosen programs are complete.

The variations are summarized in more detail below. But first, for perspective, the scope of common data within the workforce development partnership is explored.

Collectively, the partners collect hundreds—probably thousands—of data elements at intake or application. While many of these elements are unique to individual programs, many are simultaneously collected by two or more programs. In the table that follows, intake-and-application data types are classified into three groups: Information in the yellow column is collected by all in-scope Workforce Partner programs. Information in blue columns is collected by two or more agencies. Information in the green columns is collected by single agencies.

This content is based on an “information inventory,” built from program applications and data dictionaries. For simplicity, many individual data elements are rolled up into information groups. Also, information that is not covered in the source documents will not be reflected here. Finally, while the table does not show the ratio of common to unique, it should help to illustrate overlap and suggest sharing opportunities.

Intake/Application Data Groups

Universal Data Usage	Common Data Usage	Singular Data Usage
	Basic Information	
<ul style="list-style-type: none"> – Name – Address 	<ul style="list-style-type: none"> – Program/Service Selection – Contact Information – Parent's Information – Authorized-Representative Information 	<ul style="list-style-type: none"> – Agency/Vendor/School Information
	Personal Information	
<ul style="list-style-type: none"> – Unique Identifier (SSN/FLEID) – Date of Birth – Gender – Race – Ethnicity – Marital Status – Language 	<ul style="list-style-type: none"> – Citizenship – Voting – Military – Parenting 	<ul style="list-style-type: none"> – Place of Birth
	Special Needs	
<ul style="list-style-type: none"> – Disability – Service Need 	<ul style="list-style-type: none"> – Accommodation Needs 	<ul style="list-style-type: none"> – Conditions Preventing In-Person Interview
	Service Information	
	<ul style="list-style-type: none"> – Disability Services 	<ul style="list-style-type: none"> – Financial Services – Customized Employment Services – Indian Health Services
	Household Information	
	<ul style="list-style-type: none"> – Household Size – Financial Circumstances – Employment – Minor Child – Military 	<ul style="list-style-type: none"> – Assets – Expenses – Tax-Filing Status

Intake/Application Data Groups (Continued)

Universal Data Usage	Common Data Usage	Singular Data Usage
	Employment	
– Employment Information	– Employment Status – Reduced Hours – Migrant/Seasonal Worker – Unemployment History	– Employer Information – Self-Employment – Past Occupation – Work Setting – Dislocation Information – Unemployment Information
	Education	
– Highest Level Completed	– School status – High School Diploma/Equivalent	– Post-Secondary Credential
	Living Arrangement	
	– High Poverty Area – Substitute Care – Homelessness – Runaway Youth	– Institutionalization
	Public Benefits	
	– Food Assistance – Temporary Cash Assistance – Other Public Benefits – Social Security Disability – Supplemental Security Benefits	– Ability to Remain Off Temporary Cash Assistance – School Lunch – Participation in Welfare Transition Program – Medicaid Eligibility
	Criminal-Justice Involvement	
	– Juvenile/Adult Offender Status – Offense – Arrest/Conviction Record – Incarceration Status	– Employment Status at Time of Incarceration
	Apprenticeship Information	
	– Enrollment – Program of Study – Industry – Sponsor – Program of Study	
	Employment Needs	
	– Service Need – Basic Skills – Language Ability – Ability to Benefit from Services	
	Other Assistance Needs	
	– Educational Supports – Assistance to Get or Hold Employment	– Transportation – Child Care
	Other Eligibility Factors	
	– Prospects for Self-Sufficiency	– Domestic Violence – Relocation Need – Local Employment Prospects

Three Opportunities for Common Intake and Application

Shared Universal Data: Information that is needed for all workforce-development programs is collected by a feature on the common portal. The information is sent to all programs that the person is interested in. The person must separately give the additional information needed for each program. While the person is not asked again for the information that they already gave, they must give each program all the rest of the information that it needs. If the person wants to enroll in more than two programs, and at least two--but not all—require the same information, the person will have to give the common information more than once.

Based on the analysis above, data elements in the following groups¹ should be collected on the common portal to support this option include:

Universal Data Groups

UNIVERSAL DATA	COMMON DATA	SINGLE-PROGRAM DATA
Name		
Address		
Unique Data Identifier		
Date of Birth		
Ethnicity		
Marital Status		
Gender		
Race		
Highest Education Level		
Language		
Disability		
Service Need		
Employment Information		

Shared Common Data: Information that is needed for two or more of the programs that the person is interested in is collected by a feature on the common portal. The information is sent to the programs that need it. The person must separately give the additional information needed for each program. While the person is not asked again for the information that they already gave, they must give each program all the rest of the information that it needs. As the person already gave the information needed by two or more programs, they are never asked to give the same information more than once.

¹ As noted above, given the large number of individual data items that are collected by the workforce development partners, the elements have been rolled up into the groups that are listed in this and the following tables in this section. (For example, the “address” group would include individual elements for “street,” “city,” “state,” and “zip code.”) Therefore, for any option, the actual number of elements that must be collected will exceed the number of groups reflected in these tables. Also, in several instances, the information for this evaluation was extracted from program applications. Thus, there are likely additional elements that are collected at intake or after the initial application is submitted. Similarly, individual community programs might collect information that is not included here. Therefore, further research and documentation will be needed to ensure a complete inventory of all data elements that must be collected for any of the three options.

The following data elements should be collected on the common portal to support this option:

Common Data Groups

UNIVERSAL DATA	COMMON DATA	SINGLE-PROGRAM DATA
Name	Employment Status	
Address	Reduced Hours	
Unique Data Identifier	Migrant/Seasonal Worker	
Date of Birth	Unemployment History	
Ethnicity	School Status	
Marital Status	High School Diploma/Equivalent	
Gender	High Poverty Area	
Race	Substitute Care	
Highest Education Level	Homelessness	
Language	Runaway Youth	
Disability	Food Assistance	
Service Need	Temporary Cash Assistance	
Employment Information	Other Public Benefits	
	Social Security Disability	
	Supplemental Security Benefits	
	Offender Status	
	Offense	
	Arrest/Conviction Record	
	Incarceration Status	
	Apprenticeship Enrollment	
	Apprenticeship Program of Study	
	Apprenticeship Sponsor	
	Apprenticeship Industry	
	Service Need	
	Basic Skills	
	Language Ability	
	Ability to Benefit from Services	
	Educational Support	
	Assistance to Get or Hold Emp.	
	Prospects for Self-Sufficiency	

Common Application: Information that is needed for all programs that the person is interested in is collected by a feature on the common portal. The feature “knows” what each program needs and asks the person to give only the information needed by those programs. The “right” information is sent to each program. The person is not asked to give the same information more than once. The person does not have to give any more information.

All data elements should be collected on the common portal to support this option:

Common-Application Data Groups

UNIVERSAL DATA	COMMON DATA	SINGLE-PROGRAM DATA
Name	Employment Status	Agency/Vendor/School Info.
Address	Reduced Hours	Place of Birth
Unique Data Identifier	Migrant/Seasonal Worker	Conditions Preventing Interview
Date of Birth	Unemployment History	Financial Services
Ethnicity	School Status	Customized-Employment Svces
Marital Status	High School Diploma/Equivalent	Indian Health Services
Gender	High Poverty Area	Assets
Race	Substitute Care	Expenses
Highest Education Level	Homelessness	Tax-Filing Status
Language	Runaway Youth	Employer Information
Disability	Food Assistance	Self-Employment
Service Need	Temporary Cash Assistance	Past Occupation
Employment Information	Other Public Benefits	Work Setting
	Social Security Disability	Dislocation Information
	Supplemental Security Benefits	Unemployment Information
	Offender Status	Post-Secondary Credential
	Offense	Institutionalization
	Arrest/Conviction Record	Ability to Remain Off TANF
	Incarceration Status	School Lunch
	Apprenticeship Enrollment	Welfare Transition Program
	Apprenticeship Program of Study	Medicaid Eligibility
	Apprenticeship Sponsor	Emp. Status at Incarceration
	Apprenticeship Industry	Transportation
	Service Need	Child Care
	Basic Skills	Domestic Violence
	Language Ability	Relocation Need
	Ability to Benefit from Services	Local Employment Prospects
	Educational Support	
	Assistance to Get or Hold Emp.	
	Prospects for Self-Sufficiency	

Roadmap Phasing and Timing

Roadmap Category		Year 1				Year 2				Year 3				Year 4				Year 5			
Individual project & steps		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Common C.	Shared Intake / Application																				
	Shared application & common data design																				
	Referral rules																				
	Customer intake application development																				

KEY STEPS	DEPENDENCIES
1. Determine Intake/Application Option	
2. Design and develop a portal feature that provides users with the ability to select the programs they want to enroll in.	Existing systems must be configurable to receive this information and automatically act on it.
<p>3. Design and develop an electronic form.</p> <ul style="list-style-type: none"> — For the shared universal data option, the form prompts the user for the information that is commonly needed by all of the workforce-development programs. (In other words, the form only collects information if every program needs the same thing. “Name” and “address” are examples.) — For the shared common data option, the form prompts the user for information that two or more programs need. (For example, if the person applies for three programs, and all three need “name,” two need “marital status,” and one needs “veteran status,” the form would collect “name” and “marital status,” but not “veteran status.” The purpose is to collect information that the person might otherwise have to give more than once.) — For the common application option, the form prompts the user for all the information that is needed for all of the programs. 	<p>In-scope partners must agree on what data is to be shared and on any new data definitions and formats needed to enable sharing.</p> <p>Existing systems must be configurable to receive this information and auto-populate fields and forms.</p> <p>In-scope programs must be able to agree on the methods to be applied in soliciting shared information.</p>
4. Design and develop integration for referring person and their information to each program that the person wants to enroll in.	Needed level of interconnectivity is achievable.

Anticipated Business and Process Impact

Workers do not have to enter information if applicants or clients have already put it into the system. They will not need to answer as many questions or help customers with as many activities. However, some new work may be required if customers are confused by the process or need a new kind of help with navigating new features.

Anticipated Technology Impact

The state will need to develop a system for collecting information on the common customer portal and sending it to the correct program for further processing. Development complexity is inversely proportional to consumer usability.

Each program’s system must be modified to receive the information and process it. If additional information is required, individual systems must be programmed to avoid requests for information already provided. Programs that have eligibility requirements must adapt their systems to ingest and process information received from the common portal.

Benefits of the Approach

A common intake and application process improves the customer experience: Floridians could go to one place to review their options and request the programs and benefits that are of interest to them. This promotes opportunity and is a big step toward providing Floridians with “no-wrong-door” access to the state’s workforce development system. Also, Floridians would not need to give the same information over and over. They have the freedom to provide program information at the most convenient time and place. The system can also give additional information about next steps and tell the person about what they can expect.

These changes not only enhance the customer experience; they also promote customer independence, as people can do for themselves what they may now need help with.

Staff workload is reduced to the extent that people enter their own information and answer their own questions.

Project Dependencies

This initiative will require a high degree of program consensus on approach. The Workforce Partner programs must be able to identify and harmonize common data elements. They will also need to work together to ensure that the common customer portal asks the right questions. Individual systems must be able to receive and process portal information.

Potential Challenges

Some programs may not have systems that can ingest portal information and integrate it within their intake or application processes. Also, it may be challenging to develop a common form for the collection of intake and application information. Finally, it may be hard to get agreement on the approach or desired format for the information collection form.

Fully Integrated Common Portal

Introduction

A fully integrated common portal would provide Floridians with a single online location for the transaction of all their interactions with all of the in-scope agencies and programs within the workforce development partnership. This portal would provide Floridians with a true “no wrong door” into the partnership. It would: host information about all in-scope programs, services, and benefits, permit Floridians to choose the programs that they would like to pursue and apply for them in a single combined application, and support applicant and client self-service capabilities for the in-scope programs.

Currently, a fully integrated common portal is not in scope. The current initiative calls for a common portal that would host some—but not all—online features. Native program portals will continue to support some current functionality. Integration between existing portals and the common customer portal will be leveraged to coordinate some web-based functionality.

Roadmap Phasing and Timing

Roadmap Category	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Fully Integrated Common Portal																				
Detailed design & planning																				
Development																				

KEY STEPS	DEPENDENCIES
1. Assess the framework of existing portals for potential reuse opportunities.	Implementation of data integration capability solution and enterprise service layer.
2. Develop a shared question set, encompassing the questions currently asked by each in-scope program for intake or application.	Existing systems must be configurable to receive this information and auto-populate fields and forms. In-scope programs must be able to agree on the methods to be applied in soliciting shared information. Fully functional centralized IAM.
3. Gather requirements for, develop, and test fully integrated common portal.	

The above key steps have not been met but will be addressed in the Customer Portal project. However, the output of the Business Process Reengineering project, including the Target Operating Model, will be leveraged to accelerate completion of the key steps, additionally, updates to this project will come in FY 24-25 Schedule IV-B, once this project is fully initiated.

Anticipated Business and Process Impact

New self-service options could ease staffing level of effort. Examples include: a fully integrated intake and application form, document-upload, improved referral functions, and automation of some aspects of change reporting and eligibility renewal. These new options could reduce customer support level of need. However, there could also be some upward pressure owing to the need to assist with navigation of the new system.

Some customer support that is currently distributed may need to be centralized. This could require the establishment of a centralized customer support business unit and the transfer of resources from agencies and programs to underwrite the effort.

Agencies and programs will not need to dedicate as many staff resources to the content management of their online portals. Also, they will have less control over the UX and UI of the portal experience that is extended to their clients.

Anticipated Technology Impact

Centralized staffing will be needed to build and operate the new portal. This could require a transfer of resources from agencies and programs to underwrite the effort.

All programs will need to create APIs for the common portal and shared client access account to interface with their systems of record. The APIs for each program’s system of record can assume client authentication via the shared client access account and will need to accept data received through the common application / common data store.

Data mapping will be required between a common question set and the data required for determinations in

each system of record. Also, the technical implications of access to shared storage of documents, shared verifications, and other common foundational technologies must be evaluated and addressed.

Benefits of the Approach

A fully integrated common portal can be expected to have significant, direct, and positive impacts on Floridians: the user experience will be far more holistic than the multiple encounters and interactions that they must now conduct, Floridians will have single-point access to comprehensive information about the available workforce development programs, services, and benefits, and, in a single transaction, they will be able to apply for all programs of their choosing.

A dynamic application will guide them through the information-collection process. It will selectively solicit just the right amount of information that must be collected for the person's chosen programs. If information about the person is already known to the system, it will not be asked for again.

The common portal that is supported by a data integration capabilities solution is then integrated with individual program systems of record will allow clients to view existing benefits, perform required recertification and redetermination activities, and report changes in circumstance. This portal will have integration with the electronic document management (EDM) repository, this will permit clients and applicants to upload requested documentation, which can then be shared across programs.

For the reasons outlined above in the section describing business and process impacts, the new system is likely to ease staffing pressure by reducing the need for routine or repetitive activities. For the Workforce Partners, the portal will help to generate efficiency; unify the workforce development system; and improve access, opportunity, and self-sufficiency.

Project Dependencies

Successful design and implementation will depend upon availability of business and technical resources needed to orchestrate the transition. Public and stakeholder buy-in will also be needed.

From a technical perspective, success will depend upon the availability of a common client index (CCI), electronic document management (EDM) capability, and identity and access management (IAM), inclusive of single sign-on (SSO).

"My Benefits" client online account functionality will require development of a client dashboard, an online application, and features supporting submission of changes of circumstance and renewals.

Potential Challenges

Integration with program-specific, in-scope systems of record may be difficult. It may also be hard to develop inter-agency agreements on shared eligibility questions and data.

VIII. Appendices

Number and include all required spreadsheets along with any other tools, diagrams, charts, etc. chosen to accompany and support the narrative data provided by the agency within the Schedule IV-B.

Appendix A – Cost Benefit Analysis (CBA Tool)

Appendix B – Project Risk Assessment (R&A Tool)

Appendix C – Program & Project Roadmap Updated

Appendix D – Program Management Plan (PgMP)



Florida Department of Commerce
Invitation to Negotiate
Solicitation Acknowledgement Form

Page 1 of 100 pages

SUBMIT REPLY TO:

Florida Department of Commerce
Purchasing Office
107 East Madison Street, B-047
Tallahassee, Florida 32399-4128
Telephone Number: 850-245-7455

AGENCY RELEASE DATE:

November 15, 2023

SOLICITATION TITLE:

FL WINS Customer Portal

SOLICITATION NO:

24-ITN-001-TD

REPLIES WILL BE OPENED:

December 27, 2023, at 3:00 P.M., Eastern Time

and may not be withdrawn
 within 180 days after such date and time.

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:

RESPONDENT MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

TOLL FREE
NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*Authorized Representative's Signature

*Name and Title of Authorized Representative

***This individual must have the authority to bind the Respondent.**

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:

SECONDARY CONTACT:

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE
NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

EMAIL ADDRESS:

SECTION A

PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2934/11780>

In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this solicitation, to the extent they are not otherwise modified. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPLIES

B.1	Solicitation Number	24-ITN-001-TD
B.2	Solicitation Type	Invitation to Negotiate (ITN)
B.3	Program Office	Division of Workforce Services, FL WINS
B.4	Purchasing Office	Tammy Davis, Procurement Officer 107 East Madison Street, B-047, Caldwell Bldg. Tallahassee, Florida 32399 850-245-7467 FloridaCommerce.Purchasing@commerce.fl.gov

B.5 Introduction to the Procurement

The Florida Department of Commerce (Commerce) issues this solicitation to obtain implementation services, proven technology solutions, and Maintenance and Operations (M&O) services for a new customer portal, common intake form, Federated Data Architecture, and all supporting services to enable referrals between Workforce Partner Agency programs for the Florida Workforce Integrated Networking Systems (FL WINS) Program. Any person interested in participating must comply with the terms of this solicitation.

Commerce is seeking Replies from qualified responsive and responsible Respondents to provide a solution to meet the state's current and future needs for the FL WINS Customer Portal.

The purpose of this ITN is to enable the State to identify the Respondent submitting the best value offer in response to this ITN for software and implementation services for the FL WINS Customer Portal.

B.6 Definitions

1. Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
2. Contract: The formal written agreement resulting from this ITN between Commerce and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and Commerce.
3. Contract Manager: A person designated by Commerce who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between Commerce and the Contractor regarding performance issues pertaining to the Contract.
4. Contractor: The person or entity that enters into a Contract to sell commodities or contractual services to Commerce.
5. Contractor Personnel: Persons directly employed by the Contractor.

6. Commerce: Florida Department of Commerce.
7. Commerce Business Hours: Typically, 8:00 A.M., Eastern Standard Time (EST) through 5:00 P.M. EST, Monday through Friday, during which time Commerce conducts routine business.
8. Commerce Non-Business Hours: Typically, Commerce -observed holidays, weekends, and night timeframes, 5:01 PM, EST – 7:59 AM, EST, in which Commerce is closed for conducting routine business.
9. Commerce observed Holidays (2023-2024): The following holidays are currently observed by Commerce. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year's Day
 - January 2, 2024 – State Office Closure
 - Martin Luther King, Jr. Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - November 22, 2023 – State Office Closure
 - Thanksgiving Day
 - Friday, following Thanksgiving Day
 - Christmas Day
 - December 26, 2023 – State Office Closure
 - December 29, 2023 – State Office Closure
10. Florida Respondent Information Portal (VIP): The system which allows all state agencies to advertise formal solicitations and exceptional purchases on MyFloridaMarketPlace.com. It also permits registered vendors to receive automatic email notification of solicitation advertisements, addendums to solicitations, and exceptional purchases.
11. Invoice: Contractor's itemized document stating prices and quantities of goods and/or services delivered and sent to Commerce for verification and payment.
12. Premises: The entire Florida Department of Commerce real property identified by Commerce's Project Manager, or, designee, and any other real property that may be added to or deemed part of the Contract agreement.
13. Project Manager: Commerce's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for Commerce as described in the Contract.
14. Reply: The offer extended to Commerce in response to an Invitation to Negotiate.
15. Respondent: The person or entity submitting a reply in response to an Invitation to Negotiate.
16. Responsive Reply: A reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
17. Responsible Respondent: A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

18. Responsive Respondent: A vendor that has submitted a Reply that conforms in all material respects to the solicitation.
19. Subcontractor: A person or entity contracting to perform part of another’s entire Contract, upon Commerce approval.
20. Respondent: A person or entity that sells or offers to sell commodities or contractual services.
21. Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.7 Restrictions on Communication with Commerce Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following Commerce posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing Office named above. Violation of this provision may be grounds for rejecting a reply.

B.8 Calendar of Events

The anticipated Calendar of Events consists of important actions and dates/times by which the actions must be taken or completed. If Commerce finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of Eastern Standard Time (EST) in Tallahassee, Florida.

	Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Respondent Information Portal website at: https://vendor.myfloridamarketplace.com/search/bids	11/15/2023
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	11/27/2023
3.	Anticipated Posting of Questions and Answers to the Florida Respondent Information Portal website (via addendum) at: https://vendor.myfloridamarketplace.com/search/bids	12/04/2023
4.	Replies Due 107 East Madison Street, Caldwell Building Tallahassee, Florida 32399	12/27/2023 2:30 P.M. EST
5.	Replies Opened 107 East Madison Street, Caldwell Building Tallahassee, Florida 32399	12/27/2023 3:00 PM, EST
6.	Evaluation of Technical Replies	12/28/2023 – 1/05/2024
7.	Public Meeting – Notice of Intent to Negotiate 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	1/08/2024 10:00 AM, EST
8.	Anticipated Posting of Respondent Scores/Shortlist	1/08/2024

	Calendar of Events	Date and Time
9.	Anticipated Negotiations	1/12/2024-1/26/2024
10.	Provide Best and Final Offer (BAFO) Instructions	1/26/2024
11.	BAFO Due	1/29/2024
12.	Public Meeting – Intent to Award Recommendation 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	1/30/2024 10:00 AM, EST
13.	Anticipated Posting of Notice of Intent to Award	1/30/2024
14.	Anticipated Contract Execution	2/12/2024

B.9 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on Commerce’s federally approved cost allocation plan.

B.10 Questions *(This section supersedes Section A, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this ITN shall be submitted via email to Tammy Davis at FloridaCommerce.Purchasing@commerce.fl.gov by the date and time specified in Section B.8, Calendar of Events. Only e-mail inquiries will be accepted. All emails to the Procurement Officer should contain the solicitation number in the subject line of the email. Respondent’s questions should be submitted in the format included in Attachment J – Technical Questions Submittal Form.

This ITN may be amended as necessary to incorporate new information or clarification as it is received, and Contractors are expected to address those changes as more specifically described in future addenda. All addenda, notices of decisions, questions, changes, and other information or clarifications to this ITN will be posted on the Florida Respondent Information Portal (VIP) as an addendum. **It is the prospective Respondent’s responsibility to monitor the Florida VIP System for any solicitation updates.** Commerce bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent’s failure to obtain the information made available through the Florida VIP System.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on Commerce and shall not be relied upon by any Respondent.

B.11 Submission of Reply

Original, hard copies of the sealed Replies must be submitted and clearly marked with the title of the Reply, the solicitation number, Respondent's name, and opening date and time identified on the outside. Replies must be submitted by U.S. Mail, Courier, or hand delivery to the location indicated in B.8, Calendar of Events. Since the Caldwell Building is a secured facility, please allow for sufficient time to gain access into the building. **REPLIES SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

Each reply shall be prepared simply and economically, following the instructions contained herein.

REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

B.12 Withdrawal of Replies

A submitted reply may be withdrawn, if, within seventy-two (72) hours after the reply due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to Commerce.

B.13 Reply Opening *(This section supersedes Section A, PUR 1001, Instructions #12, Public Opening)*

The reply opening will be held at the time and date specified in Section B.8, Calendar of Events, in the Purchasing Office, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The names of all Respondents submitting Replies shall be made available to interested parties upon written request to the Purchasing Office listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any reply documents or the attendance to any related meeting or reply opening.

Commerce reserves the right to shortlist Respondents deemed to be in the competitive range to conduct oral presentations prior to the final determination of Contract award. If Commerce exercises the right, the shortlist will be posted on the VIP system. In the event Commerce exercises the right to hold oral presentations, all of the participating firms will start out on an equal basis.

Sealed replies received by Commerce in reply to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes (F.S.), once Commerce posts its decision or intended decision pursuant to section 120.57(3)(a), F.S., or until 30 days after the final competitive sealed replies are all opened, whichever is earlier.

B.14 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Reply to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely replies that do not meet all mandatory requirements of this solicitation, including providing all required information, documents, or materials, will be rejected as non-responsive. Mandatory requirements of the Reply are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to Commerce. Replies may be rejected as non-responsive if past performance or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith within the requirements of the Contract.

MANDATORY REQUIREMENTS FOR EVALUATION

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

1. It is **MANDATORY** that the Respondent submit its Reply in the format prescribed and within the time frame specified in Section B.8, Calendar of Events.
2. In accordance with the requirements of Sections B.13, B.37, and B.37.1, it is **MANDATORY** that the Respondent return the following with their Technical Reply:
 - one (1) original, signed and sealed Technical Reply,
 - fifteen (15) paper copies of the signed Technical Reply and attachments listed below.
 - one (1) electronic copy of the signed Technical Reply (on USB drive), and
 - one (1) electronic redacted version of the Technical Reply (on USB drive).

The required attachments for the Technical Reply include those referenced below:

1. Commerce Solicitation Acknowledgement Form (cover page of the ITN Document)
 2. Attachment A – Reference Form
 3. Attachment C – Drug Free Workplace Certification
 4. Attachment D – Disclosure Statement/Conflict of Interest
 5. Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
 6. Attachment F – Certification Regarding Lobbying / Certification for Contracts, Grants, Loans and Cooperative Agreement
 7. Attachment G – List of Subcontractors
 8. Attachment H – Reference Questionnaire
 9. Attachment K – Requirements Traceability Matrix
 10. Attachment L – Reply Package Checklist
 11. Attachment M – Foreign Country of Concern Attestation
3. In accordance with the requirements of Sections B.13, B.37, and B.37.2, it is **MANDATORY** that the Respondent return the following with their Cost Reply:
 - one (1) original, signed and sealed Attachment B, Cost Reply,
 - fifteen (15) paper copies of the signed Cost Reply,
 - one (1) electronic copy of the original, signed Cost Reply (on USB drive), and
 - one (1) electronic redacted version of the Cost Reply (on USB drive).

The required attachments for the Technical Reply include those referenced below:

1. Attachment B, Cost Reply
4. It is **MANDATORY** that the Respondent complies with the following statutory requirements: Chapter 119, F. S.

B.15 Submittal Requirements

An original, signed Technical Reply, with one (1) electronic copy of the signed original Technical Reply and one (1) redacted electronic copy of the signed original Technical Reply, if the vendor considers the reply to be exempted by law from disclosure as a public record (*Reference B.18, Respondent's Duties to Assert Exemption from Disclosure as a Public Record*), should be sealed individually and labeled "Original Technical Reply." The fifteen (15) copies, thereof, shall be bound, enclosed, sealed individually, and each labeled "Technical Reply Copy." Electronic copies should be placed on a USB drive. The original, copies, and electronic copies may then be submitted together.

An original, signed Cost Reply, with one (1) electronic copy of the signed original Cost Reply, and one (1) redacted electronic copy of the signed original Cost Reply if the vendor considers the Reply to be exempted by law from disclosure as a public record (*Reference B.18, Respondent's Duties to Assert Exemption from Disclosure as a Public Record*) shall be bound, enclosed, and sealed and labeled "Original Cost Reply." The fifteen (15) copies, thereof, shall be bound, enclosed, sealed individually, and each labeled "Cost Reply Copy." Electronic copies should be placed on a USB drive. The original, copies, and electronic copies may then be submitted together.

If Respondent fails to submit the one (1) electronic (i.e., on USB drive) signed copy of its original Technical Reply or the one (1) electronic (i.e., on USB drive) signed copy of its original Cost Reply with its reply, Commerce reserves the right to contact the Respondent by telephone for submission of this document via mail or hand delivery. This right may be exercised when the Reply has met all other requirements of the solicitation.

The Respondent's Technical Reply shall be packaged separately from its Cost Reply, or the Reply will be rejected.

If Respondent considers any portion of its Technical Reply or Cost Reply to be confidential, the Respondent shall submit one (1) copy of the signed original Reply with the confidential information redacted and titled "Redacted Copy" on the enclosed USB drive.

B.16 Cost of Preparing Respondent's Reply

Commerce is not liable for any costs incurred by a Respondent in responding to this ITN, including those for oral presentations, if applicable.

B.17 Disclosure and Ownership of Replies by Commerce

A Respondent's Reply shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, F. S. A Respondent's Reply, upon submission, and any resulting Contract shall be the property of Commerce except those parts asserted to be confidential or exempt pursuant to Chapter 119, F. S., and Commerce, in its sole discretion, shall have the right to use, reproduce, and disseminate the Reply and Contract.

B.18 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any Reply content submitted to Commerce which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the Reply, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of Contract images on the Internet, including Contract attachments, which may include all or part of your Reply to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. Commerce will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(f), F.S., or section 688.002(4), F.S., where identified as such in the Reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that

the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by Commerce.

Commerce takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data, or record submitted in reply to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide Commerce with a separate Redacted Copy of its Reply, on a USB, at the time of Reply submission.**

This Redacted Copy shall contain Commerce's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to Commerce at the same time the Respondent submits its Reply to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

If it is determined that the Reply does not contain any information which is exempted by law from public disclosure, please provide as part of the Reply, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, indemnify, and save and hold harmless, Commerce from any and all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to, failure of Commerce to release information redacted by the Respondent, and to further indemnify Commerce for any other loss Commerce incurs due to any claim being made against Commerce regarding portions of its Redacted Copy being confidential, proprietary, trade secret, or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its Reply, Commerce is authorized to produce the entire document(s), data, or records submitted by Respondent in answer to a public records request.

B.19 Posting of the Notice of Shortlist, Intent to Negotiate, and/or Intent to Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Notice of Shortlist, Intent to Negotiate, and/or Intent to Award will be posted for review by interested parties at the location identified in Section B.8, Calendar of Events and on the VIP system for a period of seventy-two (72) hours, excluding weekends and state observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Purchasing Office, Department of Commerce, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in section 120.57(3), F.S., and Chapter 28-110, Florida Administrative Code ("F.A.C.").

B.20 Number of Awards

Commerce intends to issue one (1) Contract for software and implementation services under this solicitation. Commerce reserves the right to issue multiple contracts if doing so is believed to be advantageous to Commerce and the State of Florida (State), and it is determined that desired services cannot be procured from one vendor. Commerce, at its sole discretion, shall determine whether multiple Contracts will be issued. Term lengths and renewal periods of the final Contract are contingent upon negotiations.

B.21 Contract Period

The Contract period is expected to end December 31, 2026. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) business days of Contract execution.

Commerce reserves the right to renew any Contract resulting from this ITN subject to the terms and conditions set forth in the original Contract and Commerce's determination of satisfactory performance by the Contractor. The renewal period may not exceed three (3) years or the term of the original Contract, whichever is longer. The renewal period may be divided into increments (e.g., multiple one-year renewals), may be for a complete term (e.g., one renewal for the original term of the Contract), or a combination thereof (e.g., one multi-year renewal followed by one single-year renewal). Renewals are effective only upon execution of an amendment prior to expiration of the Contract. Respondent shall include the cost of each of the three (3) one-year renewals in its response.

B.22 Type of Contract Contemplated - *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order, only if the Contract award is equal to or greater than \$65,000.)*

A fixed price Contract is proposed; however, Commerce reserves the right to award another type of Contract if such will be most advantageous to Commerce and the State, price and other factors considered. The Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

A copy of the proposed Contract is included in Section D, Commerce Respondent Core Contract. The requirements contained in the proposed Contract should be closely reviewed by the Respondent. Commerce may consider any modifications proposed by the Respondent if it is determined to be in the best interest of Commerce.

Information on Federal procurement regulations, State statutes, and rules referred to in this solicitation may be obtained by contacting Commerce's Purchasing Office referred to in Section B.4.

B.23 Warranty, Maintenance, and Operations

The following are deliverables associated with the Warranty, Maintenance, and Operations of the project. The Contractor shall provide post-implementation support for three (3) months following final implementation of the Solution.

A phase gate review will commence at the end of the Warranty Period. The Warranty Period will not end until all associated deliverables are submitted, reviewed, and approved by FL WINS Program Leadership.

Maintenance and Operations will not begin until the Warranty Period is complete. Contractor shall provide maintenance, operations, and support services to Commerce through the duration of the implementation. Upon project completion and acceptance by the State, the maintenance and support will begin on an annual renewal basis. Commerce shall have the option to extend the on-going maintenance for the full system on an annual basis.

The following are required deliverables during the Warranty Period:

1. Defect log of all resolved and unresolved Solution defects discovered during the duration of the project and the Warranty Period. Reference the additional information in Appendix B, Defect Management Plan, regarding defect management. See Exhibit 8, Sample Defect Log.
2. Resolution plans, assignments, and timelines for each outstanding defect

B.24 Reply Acceptance Period

Commerce intends to execute the Contract(s) as soon as possible after the posting of Commerce's decision. Commerce, at its discretion, may terminate discussions with the first ranked Respondent if an agreement is not reached within thirty (30) business days after the announcement of an award and may proceed to award the Contract to the second ranked Respondent.

B.25 Firm Reply – *(This section supersedes Section A, PUR 1001, Item #14, Firm Response).*

Any submitted reply shall remain firm and valid for one hundred eighty (180) calendar days after the reply submission due date, or until a Contract is fully executed, whichever occurs first. The Respondent shall not withdraw any reply within this time period except as described in Section B.12. Any reply that expresses a shorter duration of validity may, in Commerce’s sole discretion, be accepted or rejected.

B.26 Disclosure

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this solicitation.

B.27 Laws and Permits

Contractor(s) must comply with all local, state, and federal laws, rules, regulations, and codes whenever work is being performed under this Contract. All permits and licenses required for this Contract must be obtained by the Contractor and maintained for the duration of the Contract.

B.28 Insurance

1. Contractor’s Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by section 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State may provide such coverage.

2. Workers’ Compensation and Employer’s Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers’ compensation and employer’s liability insurance in accordance with Chapter 440, F.S., with minimum employer’s liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

The Contractor selected under this ITN shall maintain during the life of the Contract, Workers’ Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employee engaged in hazardous work under the Contract is not protected under the Workers’ Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Commerce, for the protection of its employees not otherwise protected.

The Contractor selected under this ITN shall maintain during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of \$100,000 combined single limit.

The selected Contractor’s current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) business days written notice to

Commerce's Contract Manager, with the exception of ten (10) business days' notice for non-payment of premium by the insured.

The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with Commerce. The insurance certificate must name Commerce as an additional insured and identify Commerce's Contract Number. Copies of new insurance certificates must be provided to Commerce's Contract Manager with each insurance renewal.

B.29 Respondent Registration

Prior to entering into a Contract with Commerce, the selected Contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace VIP system. Information about the registration process is available at the MyFloridaMarketPlace website at http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in your registration efforts:

43232701	Application Server Software
43233200	Security and Protection Software
43232300	Data Management and Query Software
43232400	Development Software
43232800	Network Management Software
43231600	Finance Accounting and Enterprise Resource Planning ERP Software
43233004	Operating System Software
43233400	Utility and Device Driver Software

A list of Commodity Codes can be found here: [Commodity Codes / MyFloridaMarketPlace / State Purchasing / Business Operations / Florida Department of Management Services - DMS](#). If you need assistance, the Purchasing Office can help.

B.30 Florida Department of State Registration Requirements

All entities identified under Chapters 607, 617, 620, 621, and 865, F.S., seeking to do business with the State shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

B.31 Diversity

The State is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The State Mentor Protégé Program connects minority, women, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.fl.gov.

Commerce supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

B.32 Contractors and Subcontractors

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of Commerce. Proposed use of subcontracts should be included in the Respondent's Reply. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by Commerce based on the terms described in this ITN.

Commerce supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

B.33 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the Contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to Commerce within (5) business days of the discovery of a potential conflict of interest. Commerce shall have the authority to determine whether or not a conflict of interest exists.

B.34 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a Reply or specified to be delivered under a project Contract shall be maintained by Commerce and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of Commerce except as may otherwise be provided in the Contract.

B.35 Most Favored State Status

The selected Respondent must agree to a most favored state status so that in the event the selected Respondent offers any other State Workforce Agency (or department) more favorable Contract terms in relation to reimbursable items and events, or revenue share percentages that the selected Respondent agrees to make those terms available to Commerce at the Commerce's option. Upon execution of the Contract, the selected Respondent shall sign a Preferred Pricing Affidavit, as required by section 216.0113, F.S. Following execution of the Contract, the selected Respondent shall submit a Preferred Pricing Affidavit annually.

B.36 Elaborate Replies

It is not necessary to prepare your Reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your Reply simply and in accordance with the instructions herein.

B.37 Instructions for Preparation of the Technical Reply

This section prescribes the format in which Replies must be submitted. Additional information deemed appropriate by the Respondent may be included but should be placed within the relevant section. The instructions for this solicitation have been designed to help ensure that all replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time.

The Respondent shall not include any references to the Cost Reply or its content in the Technical Reply. This includes, but not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.

B.37.1 Technical Reply Format

Replies should be limited to 100 pages, excluding Attachments, of eight and one-half by eleven inches (8-½" x 11") pages, must be typed, and single-spaced. All pages should be sequentially numbered. It is recognized that existing financial reports, document, or brochures, may not comply with the prescribed format. They will be acceptable in current form and not be reformatted. Figures, charts, and tables should be numbered and referenced by number in the text.

Using the description of work outlined in Section C, Scope of Work, Respondents shall prepare their Technical Reply package in the order outlined below, with the sections tabbed for ease of identification and review.

The Respondent's Technical Reply shall be packaged and sealed separately from its Cost Reply. Failure by the Respondent to submit the "Technical Reply" sealed separately from the Cost Reply shall result in the Reply being deemed non-responsive, and therefore, the Reply will be rejected. Failure of the Respondent to provide any of the information required in the Technical Reply portion of the Reply package shall result in a score of zero (0) for that element of the evaluation.

The Technical Reply shall be organized in TABs as follows :

- **Cover Sheet - Commerce Solicitation Acknowledgement Form**

The Commerce Solicitation Acknowledgement Form, cover page to this ITN, shall be completed as instructed. Respondents are required to complete, sign, and return the Commerce Solicitation Acknowledgment Form with their Technical Reply. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed Commerce Solicitation Acknowledgment Form with their Technical Reply, Commerce reserves the right to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the Reply has met all other requirements of the solicitation.

In the event that Respondents submit a Reply as a joint venture, each member of the joint venture must complete and sign a separate Commerce Solicitation Acknowledgement Form.

Additionally, the Respondent's Technical Reply will consist of the following and shall follow the format listed below:

• **Tab 1 – Respondent's Understanding of the Project/Executive Overview (Limited to 5 Pages)**

This section of the ITN requires the Respondent to clearly describe and provide evidence of their capabilities to perform the scope and types of tasks required by Commerce. The Executive Overview should include the Respondent's understanding of the scope of the work included in this ITN, the Respondent's ability to meet the qualifications to provide the required services, evidence that the Respondent is qualified to provide services, and its understanding of the stipulation that the Response is valid for a time period of at least 180 calendar days from the date of submission.

The Respondent shall provide comprehensive narrative statements that illustrate their understanding of all of the requirements of the project, project schedule, and how their solution and services will meet the desired objectives of Commerce while still providing excellent customer service and an easy-to-use Solution.

Responses to this ITN should be prepared using simple terms and minimal technical or industry-specific language. Respondent should not repeat the information provided in the ITN.

Respondents should carefully review Section C, Scope of Work, in preparing the response.

• **Tab 2 – Statement of Qualifications**

Provide a narrative of the Respondent's organization and history, which demonstrates the firm's ability to provide the services described in Section C, Scope of work, performing projects with substantially similar tasks and similar scope and range as specified in this ITN. Respondents should provide detailed evidence that the Respondent's organization has previous experience providing these capabilities, business results achieved, and a detailed description of the project(s). The Respondent should highlight their experience in providing a Common Customer Portal Solution using a federated data architecture and supporting services. The Respondent should provide details of the Respondent's experience in implementing their proposed solution.

In describing the Respondent's previous experience, Respondent shall detail:

- a. Integrated case management solutions;
- b. Previous experience completing at least two (2) full lifecycle implementations for comparable solutions, that included successful go live(s) to production;
- c. Size/volume of data and transactions;
- d. Incorporating Business Process Reengineering and Organizational Change Management (OCM) with solution;
- e. Interoperability with disparate agencies and systems;
- f. Testing methodologies (automation is preferred);
- g. Training.

The Respondent should also provide its preferred or recommended implementation partners with whom the Respondent has successfully partnered to complete similar work as that specified in this ITN. The Respondent should also include examples of the work performed with these preferred or recommended partners.

Respondent shall describe any experience in providing the same type(s) and scope of services as requested in this ITN, including but not limited to performing, managing, and delivering these

services. Respondents must demonstrate experience in providing a Common Customer Portal Solution using a federated data architecture and supporting services. The experience shall be demonstrated as well for subcontractors (if any). The experience should include work done by the individuals who will be assigned to work described in this ITN, as well as the overall experience of the organization. State whether the work was completed by the Respondent or a subcontractor, and whether the Respondent worked in cooperation with a subcontractor. Where applicable, clearly note the Respondent's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.

For each of the following services experience requirements, the Respondent must identify:

- a. A description of experience providing services similar in nature to the ones sought in this ITN;
- b. The specific length of time the Respondent has provided similar services, and where services were provided;
- c. All current and/or prior (within three years) federal, State or government Contracts for the provision of related services, including a description of the specific services;
- d. A narrative summary of Contract performance;
- e. A total number of years of experience for the service;
- f. Description of the project(s) for which the service was provided;
- g. Whether the specified service was performed by the Respondent or subcontractor; and
- h. A clear indication of the Respondent's ability to perform the specified services to meet the requirements of this ITN.

Project Personnel

The Respondent shall provide a list of key project personnel, which will include a list of team members in their respective roles supporting Commerce's procurement need and experience while performing the services outlined in this ITN. Respondent must provide a staffing plan for the solution development, implementation, or the introduction of a proven integrator that the Respondent may partner with.

Resumes and Experience

The Respondent must provide resumes of the key personnel assigned to work on this project describing their education, training, and work experience as it relates to the requirements of this ITN, including those assigned to the project at Contract initiation and transition. The Respondent should provide evidence that each person the Respondent proposes to utilize in implementing this project has previous experience with a substantially similar task on a large-scale project. The Respondent should describe for each person proposed their experience in providing a Common Customer Portal or similar services.

- **Tab 3 - Project Approach and Methodology**

Respondent will outline the project approach and methodology and show how the methodology will accomplish the project requirements and meet the proposed project schedule.

Respondent shall demonstrate an understanding of the business needs, processes, and objectives of the State of Florida, the REACH Office, Commerce, the Florida Department of Children and Families, the Florida Department of Education, Florida Digital Service, and CareerSource Florida as detailed in this ITN, its attachments, and supporting documentation. Respondent's response shall include the following sub-sections within Tab 3:

a. Approach

Describe the project approach based (e.g., Agile Methodology) on the information provided in the ITN, and any subsequent addendum, to achieve the desired services identified in Tab 4 of this ITN. Alternative approaches will be limited to those mitigating project risks to time, scope, and cost. Respondent must include implementation methodologies, solutions, tools, platforms, and supporting infrastructure needed to deliver a single customer portal (the “Solution”) intended to connect and share data between multiple existing case management and benefits administration systems (the “In-Scope Systems”) housed across multiple state agencies, promoting the interoperability of programs and services provided to Floridians in the “no-wrong-door” strategy.

Describe how the Respondent will bring the necessary resources and skillsets to manage and mitigate technology risks. Respondent must also provide a strategy for engagement of the Workforce Partners’ internal programmatic and technology resources in developing and implementing the FL WINS solution.

Respondent should detail how the delivery approach will achieve the desired outcomes of the REACH Act.

To permit Commerce to assess cost and workload, Respondent shall estimate, in man-hours, what would be required in data conversion, interfaces, testing, piloting, correction of identified issues, re-testing, and transition for the Common Customer Portal Solution, as discussed in Section C, Scope of work. The Respondent will make sure to provide details of instances regarding regression testing and extensive quality assurance work before release to stateside testers within the response.

b. Project Management

Describe the proposed project management approach and methodology. Respondent must provide a comprehensive implementation strategy that meets the specifications and goals of this procurement. Explain the benefits and risks and identify any industry standards incorporated into the approach for the management and implementation of the Common Customer Portal. For each risk identified, Respondent shall identify the source, the steps to be taken, and by whom, to mitigate the risk. The project will be managed in accordance with the Project Management Institute’s Project Management Body of Knowledge (PMBOK).

c. Project Management Plan

Describe the proposed approach and methodology for project planning, including project execution, monitoring, controlling, and closing that will guide the decision making that occurs throughout the project. Respondent shall submit a Project Management Plan as part of its response (following the PMBOK standards) that the Respondent proposes for project planning as outlined in Section C.13.2.2, Project Management Plan. Respondent will provide a fully defined, resource loaded and leveled project schedule with the tasks and associated effort to deliver the proposed Common Customer Portal Solution using a federated data architecture and supporting services with identifying proposed milestones as specified in Section C, Scope of Work. The project schedule will be base lined in accordance with Project Management Institute (PMI) standards and capable of being used as an Integrated Master Schedule (IMS) with appropriate performance metrics.

- **Tab 4 – Proposed Common Customer Portal Solution and Requirements Traceability**

Respondent shall provide a narrative that fully describes the proposed Common Customer Portal Solution using a federated data architecture and supporting services and how it meets the requirements of this ITN.

To facilitate evaluating responses, Respondent shall complete and submit Attachment K, Requirements Traceability Matrix, with their response.

Responses will include the following three sub-sections within Tab 4.

- a. General Solution

In this section, Respondent shall describe how the proposed Solution meets the requirements established in Section C, Scope of Work, and will enable the state of Florida to achieve these benefits. Respondent shall describe the design and implementation principles of:

1. Information and Business Architecture
2. Interaction Design
3. Content Strategy
4. Visual Design
5. Usability
6. Cyber Security and Privacy

- a. Respondent must indicate whether Respondent is FedRAMP certified or not. If Respondent is FedRAMP certified, provide a detailed description of the status for FedRAMP security requirements under Federal Information Processing Standards (FIPS 199) and evidence showing the Respondent's current status. If the Respondent is in the process of becoming FedRAMP certified, Respondent must provide a projected timeline for achieving FedRAMP certification.

7.

- b. Objectives/Systems Expectations

The Respondent shall describe how the requirements outlined in this ITN (Section C, Scope of Work) will be met. Respondent must provide an implementation roadmap for the interoperability proof of concept for future agency integrations. Respondent must identify changes needed to the Workforce Partner Agencies' in-scope systems to enable referrals between systems based on the Scope of Work and attachments provided.

- c. Requirements Traceability Matrix

The Respondent shall complete and submit Attachment K, Requirements Traceability Matrix, with their response.

For each requirement on Functional and Technical tabs, the Respondent should indicate which of the following five options will be primarily used to meet the requirement:

1. Product Configuration — Select this option when the requirement is met by the proposed solution as part of its native functionality, either in its original unmodified state or through the use of System Configurations. System Configurations are defined as the ability to adjust settings through a system administrator portal or other native tools to dictate system behavior, such as workflow, or how features are displayed or used in the system.

Note: Use of native scripting tools qualify as customization, as described below, and should be labeled as such, not configuration.

2. Customization — Select this option when the requirement is met by Customizations to the proposed solution. Customizations are custom coding, development, or scripting that must be uniquely developed by a technical resource. Use of native scripting tools qualify as customization. Respondents are required to provide comments in the matrix that elaborate on this selection and will be prompted by yellow cell fields.
3. Future Product Release — Select this option when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Respondents are required to provide the version number and the planned date of release and will be prompted by yellow cell fields.
4. Integration with Third Party Product or Solution — Select this option when the requirement can only be met through the use and integration of a third-party product or solution, and is not fulfilled by the main solution (i.e., supported by a mobile application, electronic plan review solution, non-native cashing system, etc.). Respondents are required to identify the third-party product or solution in the comments and will be prompted by yellow cell fields.
5. Not Proposed – Select this option when the Respondent is declining to provide this functionality as part of the response. Respondents may choose to provide comments that explain this decision.

Note: Respondent's must address all requirements included in this Requirements Matrix, including those marked as (M)ust Have or (N)ice to Have. Reference Attachment K for additional information.

- **Tab 5 – Past Performance / References**

Respondent must provide a detailed narrative of prior relevant experience performing similar services as referenced in Section C, Scope of Work. The narrative must include, at a minimum, five (5) separate and verifiable clients, other than Commerce, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous year(s). **Do not list Commerce as a client reference on Attachment A, Reference Form. Replies that list Commerce as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria. Reference section B.38 for additional information.**

- **Tab 6 – Duty of Continuing Disclosure of Legal Proceedings**

If applicable, Respondent must disclose as part of its Reply that all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (“Proceeding”) involving Respondent (and each subcontractor) in a written statement to Commerce. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.

This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.

Respondent shall promptly notify Commerce of any Proceeding relating to or affecting the Respondent's or subcontractor's business. If the existence of such Proceeding causes Commerce concern that Respondent's ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide Commerce all reasonable assurances requested by Commerce to demonstrate that:

- a. Respondent will be able to perform this Contract in accordance with its terms and conditions, and
- b. Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceedings.

- **Tab 7 – Attachments**

1. Attachment A – Reference Form
2. Attachment C – Drug Free Workplace Certification
3. Attachment D – Disclosure Statement/Conflict of Interest
4. Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
5. Attachment F – Certification Regarding Lobbying / Certification for Contracts, Grants, Loans and Cooperative Agreement
6. Attachment G – List of Subcontractors
7. Attachment H – Reference Questionnaire
8. Attachment K – Requirements Traceability Matrix
9. Attachment L – Reply Package Checklist
10. Attachment M – Foreign Country of Concern Attestation

B.37.2 Cost Reply Submittal

Each Respondent shall use the forms provided as Attachment B, Cost Reply, to provide rates for the services requested in this solicitation. The Respondent's Cost Reply shall be sealed and packaged separately from its Technical Reply. Failure by the Respondent to submit the Cost Reply sealed separately from the Technical Reply shall result in the Reply being deemed non-responsive, and therefore, the Reply will be rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C, Scope of Work, and the Respondent's Reply hereto, including, but not limited to Respondent's furnishing the necessary personnel, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses and the application of all multiples (i.e., overhead, fringe benefits, etc.), travel, and incidental expenses.

Failure by the Respondent to complete and submit Attachment B, Cost Reply, and provide a cost on Attachment B, Cost Reply, shall result in the Reply being deemed non-responsive, and therefore, the Reply will be rejected. Footnotes, notations, and exceptions made to Attachment B, Cost Reply, shall not be considered.

B.38 Past Performance References

In the spaces provided on Attachment A, Reference Form, the Respondent must list five (5) separate and verifiable clients, other than Commerce, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous year(s). The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list Commerce as a client reference on Attachment A, Reference Form. Replies that list Commerce as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria.**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description for that reference, on Attachment A, Reference Form.

In the event that Respondents submit a Reply as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

Failure to provide the required information for a minimum of five (5) separate and verifiable clients in the spaces provided on Attachment A, Reference Form, or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

B.39 Reference Questionnaire (Attachment H)

The reference questionnaire provided as Attachment H, Reference Questionnaire, must be completed by an individual representing each of the clients listed in Attachment A, Reference Form. These individuals may not be current or former officials or staff of Commerce.

All references must be provided using the form provided in Attachment H, Reference Questionnaire. References that are not completed as required will be considered non-responsive and will not be evaluated. The Respondent is solely responsible for obtaining the fully completed reference questionnaires and for including them within the Respondent's sealed Technical Reply by the submission deadline.

In order to obtain and submit the completed reference questionnaires, the Respondent must follow the process detailed below.

1. Make exact duplicates of the form for completion by references;
2. Send the reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope;
3. Instruct the individual to:
 - a. Complete the reference questionnaire on the form provided or an exact duplicate of the form;
 - b. Sign and date the completed reference questionnaire;
 - c. Seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - d. Sign his or her name in ink across the sealing flap of the envelope; and
 - e. Return the sealed envelope containing the completed reference questionnaire directly to the Respondent.
4. Do NOT open the sealed references upon receipt.
5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Reply. *Commerce will make copies for distribution for evaluation.*

Commerce will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. Commerce will not evaluate more than the number of required references indicated above. Commerce reserves the right to contact references directly to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification of replies in the evaluation and scoring of references. Commerce will make a reasonable effort to contact references, if required; however, Commerce is under no obligation to directly contact references or to clarify any reference information.

Failure to provide the required information for a minimum of five (5) separate and verifiable clients in the spaces provided on Attachment A, Reference Form, or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance Section of the evaluation criteria.

B.40 State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. Commerce expects Respondents to address each objective. Objectives not addressed in the selected Respondent's Reply must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the Respondent selected for award, prior to execution of the Contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, F.A.C., and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S., provides that, where replies which are equal with respect to price, quality, and service are received, preference shall be given to a Reply received from a Respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit Attachment C, Certification of Drug Free Workplace Program, attached hereto and made a part hereof.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their Reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying Commerce Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their Reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying Commerce Solicitation Number, the project title, and the prime Contractor with whom the firm intends to subcontract.

B.41 ITN Process

The ITN process consists of three sequential phases: first, the Reply Preparation Phase; second, the Evaluation Phase; and third, the Negotiation Phase.

1. **In the Reply Preparation Phase**, the Respondents will prepare and submit a Reply to the Procurement Officer based on the requirements identified in Section C, Scope of Work, of this ITN and any addenda to the ITN.
2. **In the Evaluation Phase**, an evaluation team will evaluate and score the replies according to the evaluation criteria contained in the ITN, and Commerce will then post Commerce's Notice of Shortlist, if applicable, as set out in Section B.8, Calendar of Events.
3. **In the Negotiation Phase**, a negotiation team will conduct negotiations according to the negotiation methodology published in this ITN. The ranking of Respondents' replies will not create a presumption of preference in the negotiation process or for Contract award.

B.42 Evaluation Criteria

1. Commerce reserves the right to accept or reject any or all replies received and reserves the right to make an award without further discussion or evaluation of the replies submitted.
2. Non-responsive replies shall include, but not be limited to, those that:
 - a. Fail to meet any statutory requirements;
 - b. Are irregular or are not in conformance with the requirements and instructions contained herein;
 - c. Fail to utilize or complete prescribed forms; or
 - d. Have improper or undated signatures.

A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, IN COMMERCE'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY COMMERCE AND CAN BE EASILY AND QUICKLY REMEDIED.

3. In determining whether a Respondent is responsible, Commerce may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which Commerce determines to be required to assure performance of the Contract. Commerce may deem the Respondent as non-responsible.
4. Evaluation Criteria

Commerce's Evaluators will independently evaluate each Reply in accordance with the following Evaluation Criteria, per Attachment I:

EVALUATION CRITERIA	SCORE RANGE
A. Technical Response	180
• Respondent's Understanding of the Project / Executive Overview	0 - 20
• Statement of Qualifications	0 - 45
• Project Approach and Methodology	0 - 45
• Proposed Common Customer Portal Solution and Requirements Traceability	0 - 70
B. Past Performance References	0 - 20
C. Cost Reply	0 - 50
MAXIMUM POINTS AVAILABLE	250

5. Evaluation Committee

The Evaluation Committee will evaluate ITN replies and assign points based on the criteria described in Attachment I, Evaluation Criteria, to assure ITN replies are uniformly rated. Total possible points for the evaluation phase of the ITN are 250.

Each Evaluation Committee member will prepare the initial ITN Reply evaluations independently. Commerce reserves the right to shortlist Respondents deemed to be in the competitive range. A shortlist of Respondents may be generated, if applicable, based on these scores for the Technical Reply and Cost Reply of this ITN. The top three (3) ranked Respondents will be selected for the shortlist in the solicitation evaluation phase. Commerce reserves the right to shortlist more Respondents if it is deemed in the best interest of the state.

Respondents will be ranked numerically (1, 2, 3, etc.) from highest to lowest order based on the overall Technical Reply, Cost Reply, and Past Performances score average. Commerce will post a notice on the VIP system, stating Commerce's intent to continue either separate or concurrent negotiations with selected Respondents. The Respondents selected for the shortlist will be posted on the VIP system at the following website URL address: <https://vendor.myfloridamarketplace.com/search/bids>.

For example:

<u>Respondent</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company B	100	1
Company A	90	2
Company C	80	3.5*
Company E	80	3.5*
Company D	75	5

*In the event that multiple Respondents have the same raw point score, the rank positions needed to cover those Respondents are averaged and each Respondent receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each Respondent receives a rank of 3.5.

In the best interest of the State, Commerce reserves the right to reject any and all replies or waive any minor irregularity or technicality in replies received.

B.43 Posting of Score and Notice of Intent to Negotiate

Evaluations, scores, and ranks of all replies will be posted with the Notice of Intent to Negotiate. The Notice of Intent to Negotiate will be electronically posted by the date and time indicated in Section B.8, Calendar of Events, for 72 hours (Saturdays, Sundays and state holidays excluded) on the Commerce's intended award decision will be posted for 72 hours on the VIP system at the following website URL address: <https://vendor.myfloridamarketplace.com/search/bids>.

B.44 Goal of Negotiations

The negotiation process is intended to enable Commerce to determine which Respondent presents the best value, whether and with whom it will contract, and establish the principal terms and conditions of such Contract.

Commerce will proceed to negotiate with the short-listed Respondents, as described below, and based on the highest scores calculated during the evaluation phase described in Section B.42, Evaluation Criteria. The negotiations will not be open to the public but will be recorded.

1. Notice of Intent to Negotiate

Commerce will electronically post a Notice of Intent to Negotiate by the date and time indicated in Section B.8, Calendar of Events, for 72 hours (Saturdays, Sundays, and State holidays excluded) on the VIP system at the following website URL address:

<https://vendor.myfloridamarketplace.com/search/bids>.

2. Negotiation Meetings

Pursuant to section 286.0113(2)(c)2, F.S., negotiations between Commerce and potential contractors resulting from an Invitation to Negotiate are exempt from section 286.011, F.S., and, as such, are not open to the public. Negotiation meetings thus exempted must be completely recorded. No portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from section [119.07\(1\)](#), F.S., and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

Negotiation meetings will be conducted in Tallahassee, Florida. Commerce reserves the right to schedule negotiation meetings (including oral presentations) at a different location in the state, based on ITN replies and/or written requests received from Respondents for an additional meeting venue. Commerce will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting. Commerce strongly encourages Respondents to attend their negotiations. Commerce requires, at a minimum one (1) team member to attend on behalf of the Respondent. There will be a virtual option available for additional team members that are unable to attend in person.

3. Negotiation Methodology

Negotiations will include the scope of work and related services to be provided by the Respondent until acceptable Contract terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. This process will continue until Commerce receives BAFO's from the participating Respondent(s). Commerce reserves the option to resume negotiations that were previously suspended.

4. Commerce Negotiation Rights

Commerce reserves the right to negotiate separately or concurrently with competing Respondents, as described herein. All ITN Respondents should be cognizant of the fact that Commerce, upon completion of each step, reserves the right to select a Respondent or terminate the negotiations process without selecting a Respondent if Commerce determines such action would be in the best interest of the State. At any time during the negotiation process, Commerce's reserved rights include but are not limited to:

- Schedule additional negotiating meetings with any or all Respondent(s);
- Require any or all Respondent(s) to provide additional or revised Replies and detailed written Replies addressing specified topics;
- Require any or all Respondent(s) to provide a written best and final offer;
- Require any or all Respondent(s) to address services, prices, or conditions offered by any other Respondent;
- Pursue a Contract with one or more Respondent(s) for services encompassed by this solicitation, and addenda thereto, and any request for additional or revised detail written Replies or Request for Best and Final Offers;

- Arrive at an agreement with any Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondent(s);
- Discontinue further negotiations with any Respondent;
- Reopen negotiations with any Respondent; and
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN.

B.45 Notice of Intent to Award

Upon completion of the negotiations process, the Negotiation Team will conduct a public meeting to announce their recommendation on which Respondent(s) it believes offer(s) the best value to Commerce. Upon consideration of the recommendation, the Secretary of Commerce, or a duly authorized designee, shall make the award decision. Commerce reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

Commerce's intended award decision will be posted for 72 hours on the VIP system at the following website URL address: <https://vendor.myfloridamarketplace.com/search/bids>

A copy will also be available upon receipt of a written request to the Purchasing Office. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

B.46 Identical Tie Replies

If replies which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- I. Replies that certify that a drug-free workplace has been implemented in accordance with section 287.087, F.S.;
- II. In accordance with section 287.057(12), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a Contract with the certified minority business enterprise";
- III. If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what Commerce deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and
- IV. If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

B.47 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- I. Scope of Work (Section C),
- II. Commerce Respondent Core Contract (Section D),
- III. Special Instructions for the Preparation and Submission of Replies (Section B),
- IV. General Conditions (PUR 1000),
- V. General Instructions to Respondents (PUR 1001), and
- VI. Respondent's Reply.

Commerce objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions of this solicitation, including those specifying information that must be submitted with a Reply, shall be grounds for rejecting a Reply.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

B.48 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this Reply are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Replies will be considered for any brand that meets or exceeds the quality level of item(s) reply.

B.49 Visitor Badge to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's badge at the security desk on the first floor Madison and Monroe Street entrance. This visitor's badge must be displayed at all times while inside the building. Please allow enough time to obtain a badge if hand delivering your Reply to the Purchasing Office. The official date and time of receipt is the date and time the Reply is stamped as received by the Purchasing Office. Visitors must be accompanied by Commerce staff at all times while inside the building and upon conclusion of the visit, they must be escorted to the same location in which they entered. For access to Workforce Partner Agencies, you must comply with their visitor rules and processes.

B.50 Employment of Commerce Personnel

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of Commerce, without prior written approval of Commerce.

Further, the Contractor shall not knowingly engage any former employee of Commerce where such employment conflicts with section 112.3185, F.S.

B.51 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the requirements of this solicitation.

B.52 Accessible Electronic Information Technology

Respondents submitting replies to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

B.53 Florida Digital Service (FLDS)

The Respondent understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Rule 60GG-1, Florida Administrative Code (F.A.C.). The Respondent will ensure FLDS has the necessary data and reports to support compliance. FLDS shall have the authority to access any and all documents, information, or gain other access afforded Commerce under this Contract.

B.54 Value Added Services - Innovative Ideas

Value added services are services beyond those services previously outlined that you may provide to offer additional benefits to the FL WINS Program. Describe any value-added services offered to the FL WINS Program. Although Commerce has provided a statement of need and mandatory requirements for Respondents to meet in order to be selected for the Contract for the Common Customer Portal, it is not intended to limit Respondent's innovations or creativity in preparing a Reply to accomplish these goals. Innovative ideas, new concepts, and partnership arrangements other than those presented in this Invitation to Negotiate, will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts or terms and conditions specific to each Respondent.

Additional costs or shared savings associated with value added services or innovative ideas should not be shown on Attachment B, Cost Reply, but rather included as an Innovative Ideas Attachment (with cost options) within the Technical Reply if selected.

B.55 Strict Enforcement

Commerce reserves the right to enforce strict compliance with any requirement of this solicitation.

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**SECTION C
SCOPE OF WORK****C.1 Purpose**

Commerce is requesting sealed bids from qualified contractors to obtain competitive prices for Software and Implementation services for the FL WINS program. As part of the Contractor's proposal, Commerce seeks a Solution with creative, cost-effective solution differentiators which exceed the mandatory requirements. Solution differentiators are any innovative, value-added product offerings, services, features, ideas, and new concepts which exceed the requirements provided by Commerce. The proposed solution capabilities and the related Contractor experience will act as a starting point during negotiations, and should meet or exceed the anticipated minimum requirements outlined in this ITN. Services shall be performed in strict compliance with the finalized requirements and rules, regulations, and governance contained in this ITN, including changes or modifications finalized during the negotiation phase of this ITN.

This ITN solicitation is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which Commerce may negotiate in order to receive the best value, as defined in 287.057, F.S.

Commerce has created and organized this ITN around a problem the Florida Workforce Integrated Networking Systems Program, hereinafter referred to as "FL WINS," is tasked with addressing. The ITN is intentionally high-level to ensure vendor proposals are not restricted when proposing a Solution and implementation methodology. It is expected that the vendor community will propose a Solution along with a proven implementation plan, of which the Contractor has incorporated lessons learned from previous implementation failures and successes.

C.2 Background/Overview

In June 2021, Governor Ron DeSantis signed House Bill 1507 into law, establishing the Reimagining Education and Career Help (REACH) Act. This innovative, system-wide approach to workforce development and education in Florida will create opportunities for meaningful employment and economic freedom for Floridians. Commerce is coordinating this important initiative with the REACH Office, the Florida Department of Children and Families, the Florida Department of Education, Florida Digital Service, and CareerSource Florida, hereinafter referred to as "Workforce Partners."

The strategic alignment and coordination of education and workforce initiatives includes an online opportunity portal, allowing access to available state, federal and local services, resources, and tools. This will provide Floridians with broader access to education and training options, labor market information, career planning tools, workforce training, and education support. FL WINS is currently underway at Commerce. A feasibility study, completed in November 2021, provided alternatives and recommendations to best establish a consumer-first workforce system, as defined in section 445.011, F.S., and improve coordination among Workforce Partners, as envisioned by the REACH Act. Additionally, the study provided a roadmap for program establishment, technical integration, and enhanced business process integration. These initiatives will take place over three-to-five years and set a foundation for enhanced coordination and service delivery for Floridians. FL WINS began in April 2022, and will end no later than December 31, 2026. Certain elements of the feasibility study have evolved and are considered obsolete. As an example, the future FL WINS Solution will not use a data hub and will now utilize a Federated Data Architecture. The REACH Act and the FL WINS Program seek a no-wrong-door entry strategy through the development and implementation of a customer portal, regardless of which "door" in the workforce development system the customer enters.

The FL WINS Program has two established and functional workgroups that support the FL WINS projects and program. The workgroups include:

1. The Legal and Policy workgroup is responsible for considering federal, state, and programmatic legal and policy requirements throughout the implementation of the FL WINS system.
2. The IT Shared Services Workgroup is established as a cross state agency team of technical leadership and subject matter experts to provide the technical scope, recommendations, standards and requirements for the development and implementation of the FL WINS Program.

The following three projects are supported by the FL WINS program and the two workgroups:

1. The Workforce Integration Management (WIM) project establishes and maintains the project management infrastructure, which includes the Program Management Office, Center of Excellence, Central Repository, and project Management Information System. The WIM project also supports procurement activities necessary to advance the FL WINS Program.
2. The Transformational Change Management (TCM) project provided the stakeholder analysis, initial readiness assessment, and change management and communication plan. The TCM project helped to assess and ready the Workforce Partners for the change associated with a program of this magnitude. With these foundational tasks complete, the project is focusing on implementation and operation of TCM.
3. The Business Process Reengineering (BPR) project included discovery activities, persona and journey development, and other activities. Ultimately, these efforts will deliver the Target Operating Model (TOM) (Exhibit 1) – the conceptual future state of FL WINS.

C.3 Schedule IV-B

The most recent [FL WINS Schedule IV-B](#) is incorporated herein for reference.

C.4 Problem Statement

Through the REACH Act, the FL WINS Program is tasked with identifying and implementing a Solution to enhance access, alignment, and accountability across the Workforce Partner’s existing and future case management systems to achieve:

1. Improved access and opportunity to workforce partner agency services
2. Enhanced transparency and accountability of workforce partner agency programs
3. Promoting self-sufficiency
4. Enhanced reporting capabilities of all workforce partner agency services
5. Target investments to enhance career readiness and successful, long-term employment in hi-demand, high-earning occupations

C.5 Statement of Need

The FL WINS Program seeks solutions and services to implement a no-wrong-door entry strategy through the development and implementation of a common customer portal using a federated data architecture. The interoperation of Workforce Partner’s existing (and future) case management systems will occur through the development of a common intake form. This approach aligns to the State’s goals of true interoperability through Floridians gaining seamless and broader access to support services, education and training options, labor market information, career planning tools, workforce training, and education support, regardless of which Workforce Partner’s “door” Floridians enter while creating opportunities for meaningful employment, economic self-sufficiency, and upward mobility.

This ITN seeks a potential Solution capable of connecting data which is not moved around but is accessible through innovative technology methods which can communicate in and with multiple case management environments (within the In-Scope Systems). The proposed Solution(s) should include all systems or collections of components necessary to achieve capabilities identified in the TOM (Exhibit 1), Requirement Traceability Matrix (RTM), and Service Blueprints (Exhibit 2).

C.6 Assumptions and Constraints

Any deviations from the assumptions and constraints identified below will require approval from the FL WINS Program's governance team.

Assumptions

1. Respondent shall provide maintenance and support services to Commerce through the duration of the implementation. Upon project completion and acceptance by the State, the maintenance and support will begin on an annual renewal basis. Commerce shall have the option to extend the on-going maintenance for the full system on an annual basis.
2. Workforce Partners shall have the final approval of what data is shared from their agency.
3. Contractor shall work closely with the Program Management Office (PMO) to coordinate all activities, manage resources, and provide regular status updates.
4. Contractor shall provide background packet for each Contractor staff member assigned to the project within 72 hours of the intent to award.
5. Contractor shall be responsible for managing capacity and will submit a plan describing how they plan to assess, monitor, and scale capacity of the Solution.
6. The Program has established a SharePoint document repository for all documentation and deliverables. The Contractor shall use this repository to access, store, post, collaborate, and reference project documents and deliverables for the duration of the Contract. Contractor has the option to provide a Tallahassee-based office; alternatively, Commerce shall supply building access, office space, network connectivity, basic office supplies, and telephone service to Contractor's Key Named Staff.
7. Commerce shall provide laptops to all Contractor team members for program tasks and connectivity to Commerce resources (e.g., email, desk telephone, and Microsoft Teams access).
8. Commerce and Workforce agency partners, as applicable, shall provide required software to the Contractor for all project phases to implement the FL WINS Solution.
9. Microsoft Office products shall be used for all program documentation deliverables. For technical deliverables, Contractor and FL WINS Program Directors will determine a mutually agreed upon format for each deliverable type.
10. Microsoft Word shall be used for all primary deliverables and reports.
11. All Program deliverables must be both printable and readable on either 8½ x 11 or 11 x 17 paper.
12. All deliverables shall be converted to Adobe PDF documents upon final approval.
13. All program meetings will occur between 8:00 A.M. – 5:00 P.M. Eastern Time (ET).

Constraints

1. Project deliverables, deliverable acceptance, and invoicing shall be completed within the timeframes required by Commerce, and all project work must be completed no later than December 31, 2026, to receive payment.
2. Contractor shall comply with Chapter 60GG, Florida Administrative Code, including requirements for project management and oversight, cybersecurity standards, cloud computing, and State of Florida enterprise architecture, and all applicable laws, regulations, and standards contained therein.
3. Additionally, Contractor shall comply with all laws and regulations called out in this document and the requirements traceability matrix (RTM), e.g., Chapters 282 and 445, F.S., and accessibility requirements from Section 508 of the Rehabilitation Act and the Americans with Disabilities Act.

4. Contractors or Contractor employees who in the performance of this Contract will be assigned to work in a position determined by Commerce to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project. The cost of the background screening will be at Contractor's sole expense.
5. Contractor will be responsible for the cost of all things necessary to accomplish the services outlined in the SOW and their response, including, but not limited to, furnishing the necessary personnel, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses, and the application of all multiples (i.e., overhead, fringe benefits, etc.), travel, and incidental expenses. All such costs must be included in the fixed firm price.

C.7 Objectives

Most Workforce Partners involved with the FL WINS Program (as identified in the in-scope programs and systems/applications) are undergoing internal system/application modernization efforts. An objective of the FL WINS Program is for the Respondent to lead development and implementation with minimal use of existing internal resources. This will allow the Workforce Partners to focus on internal modernization efforts but also requires the Respondent to consult with the Workforce Partners' subject matter experts (SMEs). This approach will minimize the workload of the Workforce Partners' resources throughout the development and implementation of the FL WINS Solution.

The TOM (Exhibit 1) includes objectives and information describing the conceptual future state based on discovery completed with the multiple Workforce Partners in this collaborative initiative. The TOM (Exhibit 1) is supported by an epic-level Requirements Traceability Matrix (RTM) and Service Blueprints (Exhibit 2). Using the TOM (Exhibit 1), RTM, and Service Blueprints (Exhibit 2) as a guide to the conceptual future state, Contractors must propose the design, creation, and implementation of potential solutions, including information on requirements, tools, and solutions for data exchange(s), integration, and any other aspects required for developing and implementing a future state of seamless interoperability through a customer portal, programmatic referrals, and data integration solutions.

Please see [page 33 of the Schedule IV-B](#) for a list of In-Scope Systems.

The Solution architecture must be designed in accordance with Florida's cloud-first initiative, which is further defined in section 282.206, F.S., and Chapter 60GG-4, F.A.C., and the proposed Solution should be cloud-based with inbuilt resilience and elasticity. The proposed Solution should work independently of and in tandem with the existing In-Scope Systems.

Availability of the potential customer portal view must have minimal to no impact to the existing In-Scope systems and vice versa. Communication between the existing In-Scope Systems and the proposed Solution must be real-time and scalable to meet In-Scope System and future requests and responses to adjust the capacity based on the demands with established Application Programming Interface (API) or integration layers.

The potential Solution for data integration capabilities must have the ability in the API layer to either host or provide a container for the development of user interfaces in the Customer Portal Solution which will communicate with the existing In-Scope Systems.

To support Commerce's objectives, the new Solution will include but shall not be limited to, the following components:

- a. Document Management Integration
- b. Advanced search capabilities
- c. Workflow management
- d. Case management

- e. Customer Relationship Management (CRM)
- f. Automated system interfaces
- g. Federated data architecture
- h. Electronic digital signatures
- i. Account Management
- j. Advanced role-based reporting and dashboard tools and analytics
- k. Enhanced security (role-based and event triggers)
- l. Audit tool or audit tool integration
- m. System Administration tools
- n. All required interfaces to in-scope systems and disparate databases
- o. Unified Service Desk

The objectives and requirements are high-level and informational and are not intended to be exhaustive. The Contractor shall deliver, and Commerce may accept, a system which satisfies all functional and non-functional epic-level requirements specified in the TOM (Exhibit 1) unless specifically limited in the Contractor's proposal.

The potential Solution proposed architecture must consider the technical stack components listed directly below. If applicable, information about any additional products, services, software solutions, or partnerships with other contractors who provide products and/or services which meet the architectural and technical stack component specifications should be considered. The proposed architecture and technical stack components should include, but are not limited to:

- a. Microservice Based Architecture
- b. Enterprise Service Bus (ESB)
- c. Messaging Broker
- d. Multifactor Authentication (MFA)
- e. Business Rules Engine (BRE)
- f. Workflow Management
- g. Document Management
- h. Master Data Management and interoperability

It is the intent for the new FL WINS Solution to be a foundation and have capabilities to scale and adapt to emerging technologies, future inclusion of agency programs, and detailed reporting.

C.8 Project Governance

The program governance structure consists of project governance roles, reporting relationships, and escalation processes. These program governance roles, reporting relationships, and escalation processes are defined in the [Program Management Plan \(PgMP\)](#) (Exhibit 3).

The organization chart represents how the project will be functionally managed and includes all program roles. No administrative reporting relationships are hereby implied. Program roles may be delegated at the sole discretion of the Program. The project governance structure will be validated by program and Contractor leadership and potentially modified during the Planning Phase. The information in PgMP (Exhibit 3) creates no obligations to the Contractor and confers no rights on the Contractor, and the state of Florida reserves the right to revise the PgMP (Exhibit 3) to reflect any changes made to the roles or relationships underlying that information.

C.9 Overall Management Responsibilities

The following sections provide the overall management responsibilities of the Contractor and FL WINS Program leadership.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

C.9.1 Project Management

Project Management shall be an ongoing task throughout the duration of the project. The Contractor shall adhere to Project Management Institute (PMI) standards and shall provide an appropriately experienced PMI-certified Project Management Professional (PMP®) project manager who will maintain overall responsibility for the successful delivery of all the Contractor's deliverables, milestones, tasks, services, and solutions. During all phases of the resulting Contract, the Contractor shall actively manage themselves and any subcontractor(s) in meeting the performance requirements specified in this ITN. The project management approach utilized by the Contractor shall follow PMI's Project Management Body of Knowledge (PMBOK®) standards for project management.

The Contractor's project manager shall maintain open, honest, and timely communications with Commerce's program management staff and the Independent Verification and Validation (IV&V) Contractor's project manager throughout the duration of the Contract. The resulting Contract will require the Contractor to comply with the project management methods and processes already established by the Program.

The FL WINS Program has developed the PgMP (Exhibit 3), and the PMO Contractor will maintain the PgMP (Exhibit 3). The Contractor will provide input and updates to the PgMP (Exhibit 3) with coordination of the PMO Contractor and Transitional Change Management Contractor, the Solution Contractor will be responsible for managing and adhering to the processes and guidelines established by the PgMP (Exhibit 3). The Contractor's Project Management Plan (PMP) shall clearly define the project management processes and responsibilities relative to the following PMBOK project management knowledge areas:

1. Integration Management
2. Scope Management
3. Schedule Management
4. Cost Management¹
5. Quality Management
6. Resource Management
7. Communications Management
8. Risk Management

C.9.2 Project Schedule

The Contractor shall develop and maintain a detailed sequenced and resource leveled project schedule with all internal and external contractor and Program tasks, dependencies, and resources/roles required to fully implement the Solution. All tasks must be sufficient in detail for tracking purposes and no task may exceed 20 hours in length without approval from FL WINS Program leadership. The schedule will incorporate a custom calendar that includes all [State Holidays](#) and will be updated with State Office Closures as they are announced.

C.9.3 Contractor General Project Management Responsibilities

1. Provide input for updates to the PgMP (Exhibit 3).
2. Manage and direct Contractor and subcontractor staff to execute the project PMP and develop project deliverables.
3. Utilize FL WINS Program preferred templates, tools, project management standards, and guidelines.

¹ For fixed fee costs, Contractor is required to manage, but not disclose, a project spend plan. If project costs or changes exceed or are projected to exceed budgeted costs, Contractor will notify Commerce and document this as a risk or issue, as appropriate.

4. Create and maintain a fully resource-loaded and leveled Microsoft (MS) project schedule for all sequenced activities as input to the Master Program Schedule (MPS).
5. Manage the project in accordance with the PgMP (Exhibit 3).
6. Provide inputs and updates to the MPS.
7. Revise the project schedule and all other applicable project management materials as authorized through the change control process.
8. Adhere to the reporting structures provided by the Program in its project governance.
9. Monitor and provide an adequate level of qualified Contractor staff to support the project.
10. Work with FL WINS Program leadership to provide stakeholders with the information and knowledge necessary for the implementation of the proposed Solution.
11. Prepare and submit weekly project status reports.
12. Prepare and submit monthly project status reports.
13. Participate in project and program status meetings as required.
14. Provide support for external reporting processes as determined by the Program.
15. Provide timely submission of deliverables and response to comments as outlined in the project schedule.
16. Prepare and distribute the minutes of all formal meetings led by the Contractor within two (2) business days to the FL WINS Program Directors.
17. Facilitate project-related meetings as necessary to fulfill Contract responsibilities.
18. Identify and work collaboratively with the Program staff to resolve and manage the program Change, Risk, Action Item, Decision, and Lessons Learned (CRAIDL) process.
19. Identify and work with the FL WINS Program staff to manage scope changes using the change control process.
20. Facilitate one or more risk identification meetings with the Program stakeholders, including the PMO and CRAIDL project manager, for input into the risk management plan. Recommend risk management strategies and assignments for each identified risk and actively manage risks throughout the project.
21. Identify and manage issues in collaboration with the PMO and the CRAIDL project manager as they arise and recommend and execute resolution plans in conjunction with the Program. Require adherence to the project management standards and guidelines as established in cooperation with the Program.
22. Establish communication procedures with input of all program participants and stakeholders.
23. Prepare formal reports and presentations as determined by the Program.
24. Participate and cooperate in project audits, reviews, and IV&V activities conducted by the IV&V vendor and/or FL [DS].
25. Provide project documents and formal deliverables to the program directors for review and storage in the Program's SharePoint site.
26. Access and post documents and deliverables to the Program SharePoint site.
27. Adhere and abide by all Commerce and Workforce Partner Agency's (as necessary) policies and procedures.

C.9.4 FL WINS General Program Management Responsibilities

1. Provide preferred templates, tools, project management standards, and guidelines.
2. Work with the Contractor to develop or approve project management administrative templates.
3. Coordinate external reporting processes.
4. Define reporting structures between various participants in the FL WINS Program (project Governance).
5. Provide for the availability and participation of Commerce and Program resources.
6. Facilitate the timely resolution of issues.
7. Review project documents and formal deliverables from the Contractor according to the approved deliverable review and acceptance process defined in the approved Deliverable Expectation Document (DED), PMP, and project schedule.
8. Review and, if appropriate, approve the resolution of escalated risks, issues, and opportunities.

9. Review and, if appropriate, approve updates and other changes to the PMP.
10. Manage the integrated change control process.
11. Attend project-related meetings facilitated by the Contractor, as needed.
12. Attend project status meetings.
13. Review and approve project status reports, schedule updates, and other changes to the project Schedule.
14. Review and approve the meeting minutes of all meetings led by the Contractor within three (3) business days of receipt.
15. Negotiate changes of scope when and if new regulations or requirements require revised or additional functionality.
16. Coordinate with FL WINS Program Workforce Partner stakeholders and Contractor to prepare for the implementation of the new system.
17. Coordinate with the IV&V Contractor to evaluate and incorporate report recommendations into the project plans.
18. Support the Contractor by providing information needed to satisfy internal Commerce inquiries or reviews in a timely manner.
19. Provide a SharePoint repository for project documents and deliverables.

C.10 Phase Gate Reviews

Phase gates are specific points at which the FL WINS Program will assess the project's progress and validate if the project is on track to satisfy its objectives. The project phases serve as the phase gates for the project. The Contractor's project schedule shall reflect the phase gates for each project phase which provide formal go/no go checkpoints between the Program and the Contractor. As the basis for this review, these formal checkpoints will use the acceptance criteria included in each program approved DED as well as any open medium or high-impact issues documented as part of the programs risk management plan.

If the phase gate is not approved based on the acceptance criteria for each deliverable, resolution of any outstanding issues will be managed through the Program's issue management plan and the change control plan.

C.10.1 Contractor Phase Gate Review Responsibilities

1. Support phase gate activities.
2. Participate in lessons learned reviews at the end of each phase.

C.10.2 Commerce Phase Gate Review Responsibilities

1. Support phase gate activities.
2. Review and comment on deliverables submitted for phase gate reviews.
3. Approve or reject phase gate acceptance deliverables.
4. Authorize/deny the Contractor to pass the phase gate and proceed with the work.
5. Participate in lessons learned reviews at the end of each phase.

C.11 Independent Verification and Validation and Oversight Entity Review

Commerce has an established Contract with a vendor to provide IV&V services for the project. The IV&V Contractor will operate independently of the project team and will report their findings directly to the FL WINS Program leadership. The Contractor must support all IV&V activities and requests as directed by the Program for the duration of the Contract.

C.11.1 Contractor IV&V and Oversight Entity Review Responsibilities

1. Support and cooperate with all IV&V activities and requests.
2. Prepare and submit information requested by the IV&V Contractor in a timely manner.
3. Participate in IV&V reviews, interviews, and meetings as requested by Commerce.

C.11.2 Commerce IV&V and Oversight Entity Review Responsibilities

1. Facilitate the communication and coordination of information requests between the Contractor and IV&V Contractor.
2. Participate in IV&V reviews, interviews, and meetings.
3. Facilitate the communication and coordination of information requests with the Contractor.

C.12 Staffing Requirements

The Contractor's proposed staff and organization must be sufficient to provide the required services throughout the Contract. Proposed individuals' skill levels must be consistent with the Contractor's proposed Solution and services. Proposed staff résumés must be provided and must reflect experience with the implementation strategy, technologies, and project(s) of similar size and complexity utilizing the products being proposed and must reflect the abilities for the proposed task assignments. Commerce reserves the right to reject any proposed team members throughout the duration of the project.

The Contractor shall staff the project with key personnel identified in their proposal. Commerce and FL WINS Program Leadership will consider these personnel to be essential to this project. Key Named Staff (as referenced below in Contractor's Key Named Staff for the project) are to include, but not be limited to the Project Manager, Senior Business Analyst, Quality Assurance Manager, Configuration Manager, Data Lead, Operations Manager, Test Manager, Chief Solutions Architect, Application Software Architect, and Training Lead. At a minimum, these Key Named Staff positions shall be solely dedicated to the project and be available on-site or in Tallahassee, FL throughout the entirety of the project. Each member of the Key Named Staff shall have successful and verified environment experience with projects of this size, scope and complexity and the product(s) resulting from these projects.

Additional or newly named staff, project staff and on-site requirements shall be determined through discussions between the Contractor and Commerce, modified as an amendment, if applicable, and filed for record-keeping.

C.12.1 Project Manager

The Contractor's project manager shall be available on-site for the duration of the Contract period. The project manager will be responsible for the day-to-day management and direction of the project's tasks, schedule, personnel, and administration. The project manager's role shall include, but not be limited to:

1. Resource allocation
2. Quality Contractor staff performance
3. Timely development, quality, and submission of implementation documents and all other deliverables
4. Clear, effective communication with the project team and stakeholders
5. Leading status meetings

The Contractor's project manager will also be required upon reasonable notice to meet with the FL WINS Program's leadership and other stakeholders when requested by the FL WINS Program Directors. The Contractor's project manager shall be able available to be contacted through final acceptance of the project if it extends beyond the Contract period.

C.12.2 Key Named Staff

The table below identifies the various positions that will comprise the Contractor's key named staff and the relevant job experience and job duty requirements for the individuals who will be named to fill these positions. Key named staff members will be full-time, on-site personnel. Contractors are encouraged to add additional key personnel to their proposal should they deem them necessary for the successful implementation of their Solution. Proposed additional key personnel are bound by the same requirements as other Contractor key named staff.

Role	Requirements
One (1) Senior Project Manager	<ul style="list-style-type: none"> • The Contractor's project Manager must have a minimum of five (5) years' experience within the last seven (7) years managing projects of this size and complexity • In addition, the project Manager shall have an active Project Management Professional (PMP®) certification • The project Manager shall have the primary responsibility for coordinating the overall project planning and controlling/execution
One (1) Senior Business Analyst	<ul style="list-style-type: none"> • The business analyst must have a minimum of five (5) years' experience within the last seven (7) years in this job class • Responsibilities shall include: analyze and document business requirements and processes, conducting interviews as necessary; prepare solutions that satisfy these requirements which may involve business process reengineering and/or the deployment of information technology; plan and/or conduct end-user training; construct data/activity/process models as may be required to define system functions; and provide support for the installation, User Acceptance Testing (UAT), data conversion, implementation and ongoing maintenance of the system
One (1) Quality Assurance Manager (QAM)	<ul style="list-style-type: none"> • The Contractor shall provide a management-level person to perform QAM duties. The QAM shall have a minimum of five (5) years' experience within the last seven (7) years in this job class • Responsibilities shall include developing the project's quality management plan; ensure Contractor quality control activities are performed and documented; ensure corrections identified through those activities are made; ensure corrections identified by programs quality review are made; administer the Contractor's process for resolving reported problems; and collect and report quality metrics for the Contractor's work activities
One (1) Configuration Manager (CM)	<ul style="list-style-type: none"> • The Contractor shall provide a management-level person or persons to perform the CM duties. The CM shall have a minimum of five (5) years' experience within the last seven (7) years in this job class • Responsibilities shall include administering the Contractor's responsibilities within the project's change management process; administering the project's configuration management process and tool(s); and collecting metrics from these activities as required by the quality management plan
One (1) Data Lead	<ul style="list-style-type: none"> • The Data Conversion Lead shall have at least five (5) years' experience within the last seven (7) years in this job class • Responsibilities shall include data activities and working with the Program's Information Technology Shared Services workgroups and focal area teams for any efforts on data management, that include but are not limited to data quality management, data security and privacy, data integration and any other inputs

Role	Requirements
	<p>for data management</p> <ul style="list-style-type: none"> This role shall have previous working experience with the employed Solution product
One (1) Operations Manager	<ul style="list-style-type: none"> The Operations Manager shall have a minimum of five (5) years' experience within the last seven (7) years in this job class The Operations Manager shall have the primary responsibility for the daily operations of the project until the Contract end date, work with program information systems staff to coordinate and monitor all aspects of production processing, both on-line and batch; determine correct recovery and back out procedures to ensure data integrity; monitor data sets, databases and libraries to ensure adequate space allocation and data availability; monitor migrations of new or modified programs and program components across multiple test and production environments; monitor and manage online system response time; inform appropriate Program information systems staff of the status of the system; participate in disaster recovery exercises; and provide operations support twenty-four (24) hours a day, seven (7) days per week
One (1) Test Manager	<ul style="list-style-type: none"> The Test Manager shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class The Test Manager shall have the primary responsibility for leading comprehensive software testing and related quality assurance associated with the project until the Contract end date Responsibilities shall include development of test scripts, test plans, expected results tables and system problem documentation and resolution for functional, system and integration testing The Test Manager shall lead the creation and testing of automated test scripts with a Testing Solution proven to work with the proposed Solution In addition, the Test Manager will provide direction to Commerce testing team in conducting user acceptance testing, to include coordinating with line staff and management representatives from a number of technical and non-technical areas to establish development and testing priorities and strategies; verifying the correct functions of new and revised system components; monitoring the progress of testing efforts; developing corrective action strategies in response to documented problems; and scheduling and authorizing the implementation of new and revised programs The Test Manager shall have familiarity with a requirements management tool as part of an application lifecycle management solution to support full forward and backward traceability and tracking of the project requirements.

Role	Requirements
One (1) Chief Solutions Architect	<ul style="list-style-type: none"> • The Chief Solutions Architect must have a minimum of seven (7) years' experience within the last ten (10) years in this job class, to include large, complex application systems development and integration; and highly scalable technology solutions that adjust to cyclical business patterns. • The Chief Solutions Architect shall have the primary responsibility for the overall technical vision and implementation of the system and will coordinate the activities of other architects • This role also leads the Contractor activities related to architecture reviews during the Designing and Development efforts • This role shall have at least three (3) years previous working experience with the Solution product(s)
One (1) Application Software Architect	<ul style="list-style-type: none"> • The Application Software Architect must have a minimum of five (5) years' experience within the last seven (7) years in this job class, to include large, complex application systems development • The Application Software Architect shall have the primary responsibility for developing and overseeing the application software structure and design for both new development and off-the-shelf components and frameworks. • This role shall have previous working experience with the Solution product(s)
One (1) Organizational Change Management (OCM) Lead	<ul style="list-style-type: none"> • The OCM Lead shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class • The OCM Lead shall assist with all aspects of the Program OCM, Communication and Training Coordination between the Contractor and Commerce; contribute to meeting agendas and present on topics as specified by the Program OCM Manager; contribute to reviewing and producing documentation to support OCM communication activities; report the current list of known issues/system defects, remediation plan and workarounds during UAT through post implementation; report the current project status and any current issues during the phases through post implementation; provide coordination with program OCM to communicate training needs, schedules and related materials • The OCM Lead shall assist with working with the identified organizational change champions • Prosci Certified
One (1) Training Lead	<ul style="list-style-type: none"> • The Training Lead shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class • The Training Lead shall develop training curriculum through consultation with the Senior Business Analyst; plan, schedule, and conduct the training • The Training Lead shall have previous experience training, or leading the training of, the proposed Solution

Prior to substituting any of the proposed key personnel (other than for illness, serious personal circumstances, or separation from service) the Contractor shall notify and obtain written approval from the FL WINS Program Directors of the proposed substitution as soon as possible, but no less than thirty (30) business days before substitution occurs. Written justification shall include documentation of the circumstances requiring the changes and a list of the proposed substitutions and their résumés with sufficient detail to permit evaluation of the impact on the project. Program leadership, at its discretion, may agree to accept personnel of equal or superior qualifications in the event circumstances necessitate the replacement of previously assigned personnel. In addition, program leadership reserves the right to reject any proposed team members throughout the duration of the project.

Further, the Contractor shall not knowingly engage any former employee of Commerce where such employment conflicts with section 112.3185, F.S.

It is the intention of Commerce to house all project key staff in one location. Commerce is open to the option of a Contractor providing office space, printer access, office supplies, telephone service, secretarial and clerical support required by the Contractor for the duration of the Contract. Commerce expects the site(s) where Contractor project activities will be performed to be housed in Tallahassee. If the Contractor does not provide office space, Commerce will provide office space for Contractor's key staff at its facility and provide building access, printer access, basic office supplies, and telephone service.

C.13 Deliverables

The Contractor shall be responsible for the completion of the project deliverables. The Contractor shall provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C, section 508 of the Rehabilitation Act, 29 C.F.R. Part 38, and the Americans with Disabilities Act. These standards establish a minimum level of accessibility.

The Contractor shall maintain and update deliverables throughout the project as required by the FL WINS Program. All deliverables will be contingent upon a Deliverables Expectation Document (DED) and associated Deliverable Checklist developed by the Contractor and reviewed/approved by the Program leadership. The DED will include the deliverable contents, scope, quality standards, quality assurance measures, approval process, acceptance criteria, and review team. The Deliverable Checklist will reflect the quality assurance that shall be completed by the Contractor prior to the deliverable submittal to FL WINS Program Leadership.

All deliverables will follow a formal deliverable review process which is documented in the PgMP (Exhibit 3). All deliverables are to be delivered by uploading them to the Program SharePoint site in the associated project deliverables folder and follow-up by email to the Contract Manager and Program Directors indicating the deliverable is ready for review. All approvals to project deliverables must be in writing.

Deliverables listed in this section are not intended to be exhaustive but as an example of expectations. Contractors are encouraged to add, remove, or edit deliverable(s) in their proposal to meet the expected details currently listed, which are supported by their proven implementation strategy. Contractors are not limited to the existing deliverable expectation table included, if the Contractor wishes to reorder, group or phase deliverables based on their proven implementation strategy, they are encouraged to do so. The Contractor must provide a description of any new deliverable and its viability should they not be listed. The Contractor must provide justification for why any deliverable was not included in their proposal that is listed for expectations. All final deliverables will provide specific detail to the FL WINS Program and Solution and not be generic.

Negotiations will determine the final deliverables list, the expected due dates, and associated financial consequences with each deliverable.

C.13.1 Deliverable Quality Assurance

Quality assurance (QA) shall be ongoing for the duration of the Contract. Quality controls must be built into every stage of the Project. Systematic approaches for planning, developing, and comparing deliverables to their requirements, and obtaining acceptance are critical to ensuring that the dependent phases of the Project proceed on schedule. The Contractor must develop and adhere to QA standards for each deliverable in accordance with the PgMP (Exhibit 3) and also to ensure the following:

1. Format
2. Completeness
3. Professional appearance
4. Appropriate terms for reader(s)
5. Clarity
6. Organization
7. Readability
8. Spelling, grammar, punctuation, and pagination

C.13.2 Planning Phase Deliverables

The following are deliverables associated with the Planning Phase of the project. A phase gate review will commence at the end of the planning phase. The planning phase will not end until all associated deliverables are submitted, reviewed, and approved by Program leadership.

C.13.2.1 Project Kick-Off

The project kick-off meeting provides a venue for several objectives to be achieved. Among those objectives are the introduction of the project teams and establishment of member roles as they relate to various aspects of the project.

More important is the opportunity to meet with the various project team members (including the Workforce Partner staff) to discuss the project schedule and deliverables as it relates to the proposed Solution. This discussion shall serve as a foundation for ensuring the expectations are met upon the delivery of the Solution.

The Contractor shall conduct a kick-off meeting at a location and time selected by Commerce within five (5) business days of Contract execution to introduce the Contractor to Commerce and FL WINS staff. All key named staff must be present during kick-off. The Contractor must present the following to the Program team.

1. Project Plan Summary
2. Review of Project Scope and Scope Management
3. Resource Management
4. Project Schedule (developed in MS Project)
 - a. An approved, resource leveled schedule which documents all tasks through project closure
5. Management Plan

Contractor shall create the agenda and presentation materials. Contractor will provide draft materials to Commerce for approval a minimum of two (2) business days prior to the meeting. Commerce will approve the agenda and presentation materials before the meeting.

Upon completion of the project kick-off meeting, the Contractor will develop and submit draft Deliverable Expectation Document (DED) for each deliverable for review and approval prior to the start of their associated deliverable(s). DEDs must be in MS Word format.

C.13.2.2 Project Management Plan

The Contractor shall develop a PMP upon approval of the associated DED. The PMP must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership. Where applicable, the project plan may utilize existing management methodologies used in the established PgMP (Exhibit 3). Additional component plans associated with the delivery of the project management plan include, but are not limited to the following:

1. Scope Management Plan
2. Schedule Management Plan
3. Cost Management Plan
4. Quality Management Plan
5. Change Management Plan
6. Risk Management Plan
7. Action Item Management Plan
8. Issue Management Plan
9. Decision Management Plan
10. Lessons Learned Management Plan
11. Communications Management Plan
12. Stakeholder Management Plan
13. Document Management Plan
14. Staffing and Resource Management Plan
15. Outcome and Benefits Management Plan

C.13.2.3 Additional Deliverables During the Planning Phase

The Contractor shall develop the following additional templates/plans during the Planning Phase upon approval of associated DEDs. All templates/plans must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

1. Weekly Status Report Template
2. Monthly Status Report Template
3. Requirements Management Plan
4. Configuration Management Plan
5. Initial Data Governance Plan
6. Testing Management Plan
7. Security Management Plan
8. Knowledge Transfer Management Plan

C.13.3 Monitoring and Controlling

The Contractor shall develop and submit weekly and monthly status reports. Written weekly reports are due to the FL WINS Program Directors no later than 8:00 A.M. each Monday. Written monthly status reports are due to the Program directors the 2nd business day of each month. FL WINS Program Leadership will determine any changes to these schedules should holidays or unplanned events (e.g., hurricane) interfere with the planned delivery dates.

The Contractor project manager must conduct a weekly project status meeting each Monday to review the submitted weekly status report.

The Contractor project manager must conduct a weekly project status meeting each Monday to review the submitted weekly status report. The weekly project status meeting should include but is not limited to the review of the weekly status report. FL WINS Program Leadership will determine any changes to these schedules should holidays or unplanned events (e.g., hurricane) interfere with the planned delivery dates.

C.13.4 Design Phase

The following are deliverables associated with the Design Phase of the project. The Contractor shall develop the following system documentation upon approval of associated DEDs. All Design Phase deliverables must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

Contractor shall validate existing documentation from the BPR Project of all in-scope systems and supporting applications to create a set of System Documentation.

A phase gate review will commence at the end of the Design Phase. The Design Phase will not end until all associated deliverables are submitted, reviewed, and approved by program leadership.

The following are required deliverables during the Design Phase.

1. Workforce Partner Interface Design Specification
 - a. Contractor is required to provide a detailed Partner Agency Interface Design Specification. This specification must include sufficient detail for Partner Agencies to identify and design required changes to in-scope systems for interagency referrals through the Solution.
2. System Design Specification

The System Design Specification must include at minimum but not be limited to:

 - a. Full description of all software and interactions necessary for system functions to fulfill business needs
 - b. All system user roles and associated permissions/functions
 - c. A detailed wireframe of each page of the system and the associated requirements it fulfills
 - d. Full documentation with detailed diagrams of the planned system architecture. For security purposes this deliverable may include clean diagrams, but detailed architecture diagrams are required for deliverable approval. Detailed architecture diagrams may be submitted separately to the proper program staff with the System Design Specification
 - e. All required licenses necessary for full system functionality
3. Performance Plan

The Performance Plan must include at minimum:

 - a. System Recovery Point Objective (RPO) and Recovery Time Objective (RTO) and how the system will accomplish these objectives
 - b. Detailed analysis of the existing performance of workforce partner agency in-scope systems to future performance of the system
 - c. Documentation of any identified/potential performance impacts to the new system from the detailed analysis. (e.g., batch processing impacts to user, reporting, etc.)
 - d. Detailed listing of any performance improvements to be implemented.
 - e. Details of any associated cost savings
 - f. Testing methodologies to be used to test system performance
 - g. Any applications and subsequent licenses required to test and track performance testing
 - h. Test cases to test full system performance
4. Business Design Document

The Business Design Document must include at minimum:

 - a. Map all applicable existing in-scope agency business processes to new system functions and wireframes
 - b. Identify any business process improvements the system provides
5. Interface Specification Design/Control Document

The Interface Control Document must include at minimum:

 - a. How the system will establish bi-directional communication for each interface to ensure full real-time system functionality
 - b. Mapping of system functionality to interface requirements
 - c. Detailed list and description of all interfaces utilized by the system

- d. Any associated interface requirements for each interface to function
 - e. Design changes to any identified interfaces required for full system functionality
 - f. Document the procedures necessary to test each interface
 - g. Any interface versions necessary for the full integration of all interfaces into the system
6. Systems Integration Document
The Systems Integration Document must include at minimum:
- a. Detailed mapping of each in-scope system, and supporting applications (e.g., document management systems) to the new FL WINS Solution
 - b. Provide any efficiency and productivity improvements the integration of systems provides
 - c. Provide all details (pre/post required activities, steps, etc.) and required testing procedures necessary to integrate in-scope systems, and future agency systems, into the new FL WINS Solution
7. Strategy and plan for incorporating Workforce Partner agency in-scope systems, interfaces, and supporting applications in a proof of concept or staggered approach
8. Design-level Requirements Traceability Matrix
The design-level requirements must include at a minimum:
- a. All requirements necessary to develop the fully functioning system
 - b. Traceability of each requirement to system functionality
 - c. Traceability of each requirement to a development sprint
 - d. Traceability of each requirement to a test case(s)
9. Data Federation Plan
The Data Federation Plan must include at a minimum:
- a. All data sources.
 - b. All data models.
 - c. All data integration processes.
 - d. Full plan for implementing a federated data architecture.
10. Data Integration Plan
The Data Integration Plan must include at a minimum:
- a. All data mapping.
 - b. Any required data transformation (if applicable)
 - c. All validation rules associated with each data source.
11. Initial Data Governance Plan and Master Data Management Plan
Contractor must collaborate with the Information Technology Shared Services Workgroup and focal areas for development and implementation of the initial data governance and data management plans. The Initial Data Governance Plan must include at a minimum:
- a. A review and recommendations to any Workforce Partner agency data governance plans for in-scope systems.
 - b. Detailed description of any required policies, procedures, and standards for managing system data in a federated environment
 - c. All details and requirements to ensure data security, privacy, and compliance.
12. Security Plan
The Security Plan must include at a minimum:
- a. System description, configuration, and enforcement of security requirements
 - b. An analysis of existing Workforce Partner agency security plans and documentation of concerns and recommendations for the future system
 - c. An analysis of all cloud-based supporting systems to identify any potential security risks/issues.

- d. An analysis of all on-prem supporting systems and location/facility to identify any potential security risks/issues.
 - e. Specific security controls to be implemented into the system mapped to all security requirements.
 - f. All data classifications and/or restrictions
 - g. As part of the disaster recovery and business continuity plan, provide incident response procedures and how the system must be recovered to ensure all security requirements are enforced.
 - h. Test scripts associated with testing the system to security requirements.
 - i. Detailed plan for penetration testing and any associated tools and licenses required to perform the penetration testing.
 - j. Recommended security audit procedures and schedule.
 - k. Any recommended security training for each system role
13. Section 508, 20 C.F.R. Part 38, and Americans for Disabilities Act (ADA) Compliance Plan
14. Reporting and Dashboard Design
The Reporting and Dashboard Design must include at a minimum:
- a. Full review, analysis, and mapping of existing data fields to in-scope system reports
 - b. Full design and mapping of data fields to reports and dashboards in the new system
 - c. User roles/permissions for accessing reports and dashboards
15. Validation and finalization of the Program TOM (Exhibit 1) , Service Blueprints (Exhibit 2) , and User Stories to the new system

The following plans cannot be submitted until the completion of subsequent design plans:

- a. Configuration Plans
Configuration Plans must include at minimum:
 - i. Detailed approach and strategy for configuring system functionality to requirements
- b. Development Plans
Development Plans must include at minimum:
 - i. Detailed approach and strategy for developing and testing system functionality to requirements
- c. Detailed Implementation Plan
The Detailed Implementation Plan must include at minimum:
 - i. Outline the detailed processes and approach to the implementation of the system
 - ii. Detailed plan for implementing all system applications in required environments

C.13.5 Development Phase

The following are deliverables associated with the Development Phase of the project. The Contractor shall develop the following system documentation upon approval of associated DEDs. All Development Phase deliverables must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

A phase gate review will commence at the end of the Development Phase. The Development Phase will not end until all associated deliverables are submitted, reviewed, and approved by FL WINS Program Leadership.

The following are required deliverables during the Development Phase.

- 1. A working system prototype
The following fully functional system environments:
 - a. Development

- b. Staging
 - c. UAT
 - d. Training
 - e. Production
2. Contractor shall develop a Disaster Recovery and Business Continuity Plan per as identified in this Scope of Work
- 3.
4. Contractor shall develop a comprehensive M&O Plan including but not limited to the following:
- a. Proposed service levels, in addition to the 99.9% uptime requirement, and service level reporting
 - b. Customer support
 - c. Administrator support
 - d. Capacity management
 - e. Enhancement support
 - f. Routine maintenance

C.13.6 Testing Phase

The following are deliverables associated with the Testing Phase of the project. The Contractor shall develop the following system documentation upon approval of associated DEDs. All Testing Phase deliverables must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

A phase gate review will commence at the end of the Testing Phase. The Testing Phase will not end until all associated deliverables are submitted, reviewed, and approved by program leadership.

An automated testing Solution is preferred. The Contractor is responsible for all automation testing to include creation of test scripts if an automated testing Solution is submitted.

The following are required deliverables during the Testing Phase.

1. Master Test Plan

The Master Test Plan must include at minimum:

- a. Define the process, approach, tools, and test cases for a comprehensive testing of all system functionality
- b. Test environment coordination
- c. All test cases must map to requirements for validation.
- d. Associated plans for testing:
 - 1. Workstreams
 - 2. System Integration
 - 3. Performance
 - 4. Unit
 - 5. Accessibility
 - 6. ADA and 508
 - 7. Regression
 - 8. Compliance
 - 9. Security
- e. Incorporates Appendix B: Defect Management and Resolution Plan

2. User Acceptance Testing (UAT)

UAT must include at minimum:

- a. Full system user acceptance testing of all system functionality using previously developed and approved test cases

- b. Ad-hoc testing
- c. Automated testing
- d. Contractor shall conduct and facilitate all testing plans for UAT
- e. Provide daily reporting statistics to Program leadership
- f. Verification of UAT completion
- g. Contractor shall conduct and facilitate a full mock Disaster Recovery and Business Continuity test of the new system prior to production usage

C.13.7 Training Phase

The following are deliverables associated with the Training Phase of the project. The Contractor shall develop the following system documentation upon approval of associated DEDs. All Training Phase deliverables must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

A phase gate review will commence at the end of the Training Phase. The Training Phase will not end until all associated deliverables are submitted, reviewed, and approved by FL WINS Program Leadership.

Contractor is responsible for incorporating the TCM Project training assessment when submitting sufficient plans to fully train program and workforce partner staff in performing their duties allowed by the system through user roles.

The following are required deliverables during the Training Phase.

1. Final Training Materials

The Final Training Materials must include at minimum:

- a. "Train the Trainer" documents and materials for Workforce Partner Agency staff to use in training additional staff.
- b. Detailed training materials for all user roles of the system. Examples may include Admin, Super User, Case Worker, and Applicant
- c. Procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train the Workforce Partners internal and external users of the new system

2. Knowledge Transfer Plan

The Knowledge Transfer Plan must include at minimum:

- a. Detailed Plan for conducting the Knowledge Transfer sessions
- b. Detailed information on how Workforce Partner Technology SMEs and Business SMEs may incorporate future configuration and modifications to System

3. Conduct Training

Training must include at minimum the following:

- a. Contractor shall conduct on-site Knowledge Transfer based on training materials and knowledge transfer plan
- b. Train FL WINS program and partner agency staff on the new system
- c. Training sessions must be based on each user role of the system

C.13.8 Deployment Phase

The following are deliverables associated with the Deployment Phase of the project. In collaboration with the Information Technology Shared Services Workgroup and other focal areas, the Contractor must develop the following system documentation upon approval of associated DEDs. All Deployment Phase deliverables must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

A phase gate review will commence at the end of the Deployment Phase. The Deployment Phase will not end until all associated deliverables are submitted, reviewed, and approved by FL WINS Program Leadership. The following are required deliverables during the Deployment Phase.

1. Final Data Governance and Master Data Management Plan
The Final Training Materials must include at minimum:
 - a. All processes, groups, responsibilities, etc. to perform data governance and master data management of the new system
2. Transition Plan
The Transition Plan must include at minimum:
 - a. The approach and milestones necessary to transfer operation of the system from the Contractor to the Workforce Partners and Local Workforce Development Boards to continuously maintain and operate long-term
3. System Deployment into Production
System Deployment into Production must include at minimum:
 - a. Contractor shall conduct, facilitate, and execute the approved transition plan to enable production use of the new system
4. Post Deployment to Production Support
Post Deployment to Production Support must include at minimum:
 - a. Contractor shall provide on-site support with all key project team members for a period of no less than two weeks or 10 business days
5. The Contractor shall operate the new system at time of deployment for the duration of the term of the Contract, and then transition the operation of the new system to its final hosting home (TBD), its designated agent, or the Successor Contractor
6. Post Implementation Review Report
7. Post Implementation Evaluation Report
8. Transition Completion Report
The Transition Completion Report must include at minimum:
 - a. Contractor shall develop a Transition Completion Report after post deployment to production support which identifies the completed milestones of the transition plan

C.13.9 Closure Phase

The following are deliverables associated with the Closure Phase of the project. The Contractor must develop the following system documentation upon approval of associated DEDs. All Closure Phase deliverables must be in MS Word format and converted to PDF upon approval by FL WINS Program Leadership.

A phase gate review will commence at the end of the Closure Phase. The Closure Phase will not end until all associated deliverables are submitted, reviewed, and approved by FL WINS Program Leadership.

The following are required deliverables during the Closure Phase.

1. Project Closure Report
The Project Closure Report must include at minimum:
 - a. Details of the activities needed to close out all Project activities, tasks, and reports

- b. Contractor shall provide to Workforce Partner Technology and Business SMEs within the FL WINS Program's Governance Tier's 1 & 2 the supporting reports to the Project Closure Report which includes the following:
 - i. Project Lessons Learned Project Report
 - ii. Final versions of all project documentation organized into a folder or folders labeled "Final" on the Program SharePoint site.
 - iii. Project Release Document (Signed)
 - iv. Change Log (Closed Out)
 - v. Contract(s) Closure

C.13.10 Warranty, Maintenance, and Operations Periods

The Contractor must provide post-implementation support for three (3) months following final implementation of the Solution.

A phase gate review will commence at the end of the Warranty Period. The Warranty Period will not end until all associated deliverables are submitted, reviewed, and approved by FL WINS Program Leadership.

Maintenance and Operations will not begin until the Warranty Period is complete. The Contractor must provide maintenance, operations, and support services to Commerce through the duration of implementation. Upon project completion and acceptance by Commerce, the maintenance and support will begin on an annual renewal basis. Commerce must have the option to extend the on-going maintenance for the full system on an annual basis.

Contractor must provide warranty support and maintenance on the Solution including, but not limited to:

1. Software developed specifically for the Solution;
2. Integration of all Software in the Solution (if applicable)
3. COTS Software required for the Solution.

The warranty support must include, at a minimum, testing to isolate problems, problem correction, integrated testing of any warranty repair to ensure that it is complete and appropriate, defect log of all resolved and unresolved Solution defects discovered during the duration of the project and the Warranty Period; and Resolution plans, assignments, and timelines for each outstanding defect. For critical problems that prevent complete operation of the proposed Workforce Solution, the Contractor must provide a temporary solution for the problem.

C.13.10.1 Maintenance and Operation Plan

The Contractor must provide a Maintenance and Operation Plan that includes, but is not limited to the following:

1. Executive Summary- High level overview describing the product(s) or service(s) to be maintained the scope of post-implementation operations activities, the scope of the post-implementation maintenance activities.
2. Budget- Identify the budget associated with post-implementation operations and maintenance activities.
3. Roles and Responsibilities- Identify the roles and responsibilities associated with the post-implementation operations and maintenance as well as skill sets needed to perform those functions.
4. Management Approach- Identify the methodology that will be used to establish maintenance priorities and other change management strategies.
5. Stakeholder Management- Describe how the stakeholders will be involved or informed about post implementation operations and maintenance activities. Describe key stakeholders and methods for communicating with them.

6. Standard Operating and Business Practices- Identify or refer to methodologies, processes and tools used for change control and configuration management, problem management, customer support strategy, lifecycle testing, risk identification and mitigation, data sharing practices, storage, security, customer support strategies, etc.
7. Documentation- Describe new or existing documentation standards and expectations. Include descriptions of routine documentation, such as reports and user, usage, problem and change information, as well as product/service documentation. Include details on where documentation is stored and how it is accessed.
8. Training- Describe ongoing post-implementation training.

C.13.11 Disaster Recovery and Business Continuity Plan

The Contractor must develop a plan for disaster recovery and business continuity specific to the new system and related support systems, including help desk services, which provides all detailed actions to be taken in the event of a natural disaster (e.g., hurricane, fire, water damage) or a disaster resulting from negligence, sabotage, etc., and update the plan on an annual basis.

The disaster recovery and business continuity plan, at a minimum, must include:

1. Documentation of approved backup and restoration arrangements,
2. Formal agreement of all parties,
3. Prioritization of systems and modules,
4. Arrangements for use of a backup facility,
5. Documentation of testing procedures,
6. Documentation of any potential impacted business areas,
7. Documentation of all groups responsible for the continuity of operations with contacts, and
8. Periodic testing of the backup procedures/facility.

The Contractor must participate in the testing of the disaster recovery process with the Information Technology Shared Services “Core Team” workgroup and FL WNS Program Leadership as documented in the disaster recovery and business continuity plan prior to operational use of the new system.

If the Contractor fails to demonstrate in the tests of their disaster recovery and business continuity plan that it can restore system functions per the standards outlined in this Contract, the Contractor must submit to program leadership a corrective action plan that describes how the failure will be resolved. The Contractor must deliver the corrective action plan within ten (10) business days of the conclusion of the test.

C.13.11.1 Contractor Disaster Recovery and Business Continuity Responsibilities

1. Prepare disaster recovery and business continuity deliverables.
2. Revise deliverables upon review to achieve approval.
3. Lead the testing of the Disaster Recovery and Business Continuity Plan.
4. Support an annual mock disaster recovery and business continuity test and update the Disaster Recovery Plan accordingly if required.
5. Update the Disaster Recovery and Business Continuity Plan on an annual basis.

C.13.11.2 Department Disaster Recovery and Business Continuity Responsibilities

1. Determine the annual date in which the mock disaster recovery and business continuity test will occur.
2. Review and approve disaster recovery and business continuity deliverables and annual updates to the Disaster Recovery and Business Continuity Plan.
3. Identify and provide to the Contractor the necessary resources necessary to annually execute the mock disaster recovery and business continuity test.

4. Provide updates to the identified group contacts as changes occur.
5. Provide the Contractor with any existing Disaster Recovery Plans for the data centers prior to the commencement of the disaster recovery and business continuity planning activities.
6. Coordinate and assist with the testing of the disaster recovery process.

C.14 Deliverables, Tasks, Performances Measures, and Financial Consequences

The following deliverable table is provided to track performance measures and financial consequences.

Planning Phase		
Deliverable No. 1– Kick-Off meeting		
Tasks	Performance Measures	Financial Consequences
Contractor shall conduct a Project Kick-Off Meeting in accordance with Section C.13.2.1.	At a minimum, Contractor shall conduct a Project Kick-Off Meeting in accordance with Section C.13.2.1 within five (5) business days of Contract execution, and as evidence, provide Commerce with a sign-in sheet and any other required documentation. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to conduct a Project Kick-Off Meeting in accordance with Section C.13.2.1 and provide the sign-in sheet and any other required documentation within fifteen (15) business days of Contract execution shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 1 Amount Not to Exceed \$XXX		
Deliverable No. 2 – Project Management Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall draft and submit a Project Management Plan and all components in accordance with Section C13.2.2.	At a minimum, Contractor must submit to Commerce the Project Management Plan and all components in accordance with Section C.13.2.2 within thirty (30) business days of Contract execution. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit the Project Management Plan and all components in accordance with Section C13.2.2. within thirty (30) business days of Contract execution shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 2 Amount Not to Exceed \$		

Deliverable No. 3 – Additional Deliverables During the Planning Phase		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall develop and submit the Additional Planning Phase Deliverables in accordance with Section C.13.2.3.</p>	<p>At a minimum, Contractor must submit all Additional Planning Phase Deliverables in accordance with Section C.13.2.3 within the time frame established by the Project Management Plan approved by Commerce.</p> <p>Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.</p>	<p>Failure to submit all Additional Planning Phase Deliverables in accordance with Section C.13.2.3 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date.</p> <p>Such deduction shall be made from the deliverable payment.</p>
Deliverable 3 Amount Not to Exceed \$XXX		
MONITORING AND CONTROLLING PHASE		
Deliverable No. 4 – Monitoring and Reporting		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall submit Weekly and Monthly Status Reports in accordance with Section C.13.3.</p> <p>Contractor shall lead and conduct weekly project status meetings to Program leadership in accordance with Section C.13.3.</p>	<p>At a minimum, Contractor shall submit Weekly and Monthly Status Reports in accordance with Section C.13.3 within the time frame established by the Project Management Plan approved by Commerce.</p> <p>At a minimum, Contractor shall lead and conduct weekly project status meetings to Program leadership in accordance with Section C.13.3 and a evidence submit reports, briefing agendas or related documents.</p> <p>Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.</p>	<p>Failure to submit a Weekly or Monthly Reports shall result in non-payment for any amounts invoiced under this Deliverable for work performed in the period elapsed since the last Report was submitted, until submission of the required report(s).</p> <p>Failure to timely submit a report or lead a Briefing shall result in a 1% reduction per business day beyond the applicable due date(s), in any amount eventually due for the Task Order, until completion.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other. For example, a Task Order completed three days after the applicable due date will result in a 3% reduction in the amount due for the Task Order.</p>
Deliverable 4 Amount Not to Exceed \$XXX		

Design Phase		
Deliverable No. 5 – Workforce Partner Interface Design Specification		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a detailed Partner Agency Interface Design Specification in accordance with Section C13.4.	At a minimum, Contractor shall submit the Partner Agency Interface Design Specification in accordance with Section C.13.4 within thirty (30) business days of Contract execution. This specification must include sufficient detail for Partner Agencies to identify and design required changes to in-scope systems for inter-agency referrals through the Solution. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit the Partner Agency Interface Design Specification in accordance with Section C.13.4 within thirty (30) business days of Contract execution, shall result in a deduction of 1% of the deliverable cost for each business day beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 5 Amount Not to Exceed \$XXX		
Deliverable No. 6 – System Design Specification		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a System Design Specification in accordance with Section C.13.4.	At a minimum, Contractor shall submit the System Design Specification in accordance with Section C.13.4 within ninety (90) business days of Contract execution. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit the System Design Specification as specified in accordance with Section C.13.4 ninety (90) business days of Contract execution shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 6 Amount Not to Exceed \$XXX		
Deliverable No. 7 – Performance Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Performance Plan in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Performance Plan in accordance with Section C.13.4 ninety (90) business days of Contract execution. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Performance Plan in accordance with Section C.13.4. ninety (90) business days of Contract execution shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 7 Amount Not to Exceed \$XXX		

Deliverable No. 8 – Business Design Document		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Business Design Document in accordance with Section 13.4.	At a minimum, Contractor shall submit the Business Design Document in accordance with Section 13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Business Design Document in accordance with Section 13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 8 Amount Not to Exceed \$XXX		
Deliverable No. 9 – Interface Specification Design/Control Document and Systems Integration Document		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide an Interface Specification Design/Control Document and a Systems Integration Document in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Interface Specification Design/Control Document and a Systems Integration Document in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Interface Specification Design/Control Document and a Systems Integration Document in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 9 Amount Not to Exceed \$XXX		
Deliverable No. 10 –Design-Level Requirements Traceability Matrix		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide Design-Level Requirements Traceability Matrix in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Design-level Requirements Traceability Matrix in accordance with Section in C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Design-level Requirements Traceability Matrix in accordance with Section in C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 10 Amount Not to Exceed \$XXX		

Deliverable No. 11 – Data Federation Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Data Federation Plan in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Data Federation Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Data Federation Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 11 Amount Not to Exceed \$XXX		
Deliverable No.12– Data Integration Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Data Integration Plan in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Data Integration Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Data Integration Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 12 Amount Not to Exceed \$XXX		
Deliverable No.13– Initial Data Governance & Master Data Management Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide an Initial Data Governance and Master Data Management Plan in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Initial Data Governance and Master Data Management Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Initial Data Governance and Master Data Management Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 13 Amount Not to Exceed \$XXX		

Deliverable No.14– Security Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Security Plan in accordance with Section C.13.4.	At a minimum. Contractor shall submit the Security Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Security Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 14 Amount Not to Exceed \$XXX		
Deliverable No.15– Section 508, 20 C.F.R. Part 38, and Americans for Disabilities Act (ADA) Compliance Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Section 508, 20 C.F.R. Part 38, and ADA Compliance Plan in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Section 508, 20 C.F.R. Part 38, and ADA Compliance Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing..	Failure to develop and submit the Section 508, 20 C.F.R. Part 38, and ADA Compliance Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 15 Amount Not to Exceed \$XXX		
Deliverable No.16– Reporting and Dashboard Design		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Reporting and Dashboard Design in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Reporting and Dashboard Design in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Reporting and Dashboard Design Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 16 Amount Not to Exceed \$XXX		

Deliverable No.17– Validation of Target Operation Model and supporting materials		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall provide a Validation of TOM and supporting materials in accordance with Section C.13.4.</p> <p>Updates required are to the TOM, Service Blueprints, RTM, and User Stories of the new system.</p>	<p>At a minimum, Contractor shall submit the Validation of Target Operation Model and supporting materials Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce.</p> <p>Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.</p>	<p>Failure to develop and submit the Validation of Target Operation Model and supporting materials in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date.</p> <p>Such deduction shall be made from the deliverable payment.</p>
Deliverable 17 Amount Not to Exceed \$XXX		
Deliverable No.18– Configuration Plans		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall provide Configuration Plans in accordance with Section C.13.4.</p>	<p>At a minimum, Contractor shall submit the Configuration Plans in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce.</p> <p>Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.</p>	<p>Failure to develop and submit the Configuration Plans in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date.</p> <p>Such deduction shall be made from the deliverable payment.</p>
Deliverable 18 Amount Not to Exceed \$XXX		
Deliverable No.19– Development Plans		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall provide Development Plans in accordance with Section C.13.4.</p>	<p>At a minimum, Contractor shall submit the Development Plans in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce.</p> <p>Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.</p>	<p>Failure to develop and submit the Development Plans in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date.</p> <p>Such deduction shall be made from the deliverable payment.</p>
Deliverable 19 Amount Not to Exceed \$XXX		

Deliverable No.20– Detailed Implementation Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Detailed Implementation Plan in accordance with Section C.13.4.	At a minimum, Contractor shall submit the Detailed Implementation Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to develop and submit the Detailed Implementation Plan in accordance with Section C.13.4 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 20 Amount Not to Exceed \$XXX		
Development Phase		
Deliverable No. 21 – Develop a Solution Prototype		
Tasks	Performance Measures	Financial Consequences
Contractor shall develop a working prototype of the Solution in a testing environment based on the requirements identified in the Traceability Matrix in accordance with Section C.13.5.	At a minimum, Contractor shall provide a working prototype of the Solution in a testing environment in accordance with Section C.13.5 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a working prototype of the Solution in accordance with Section C.13.5 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 21 Amount Not to Exceed \$XXX		
Deliverable No. 22 – Fully Functional System Environments		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide Fully Functional System Environments in accordance with Section C.13.5.	At a minimum, Contractor shall provide Fully Functional System Environments in accordance with Section C.13.5 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide Fully Functional System Environments in accordance with Section C.13.5 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 22 Amount Not to Exceed \$XXX		

Deliverable No. 23 – Disaster Recovery and Business Continuity Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Disaster Recovery and Business Continuity Plan in accordance with Section C.13.11.	At a minimum, Contractor shall provide a Disaster Recovery and Business Continuity Plan in accordance with Section C.13.11 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a Disaster Recovery and Business Continuity Plan in accordance with Section C.13.11 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 23 Amount Not to Exceed \$XXX		
Deliverable No. 24 – Maintenance and Operations Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Maintenance and Operations Plan in accordance with Section C.13.10.1.	At a minimum, Contractor shall provide a Maintenance and Operations Plan in accordance with Section C.13.10.1 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a Maintenance and Operations Plan in accordance with Section C.13.10.1 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 24 Amount Not to Exceed \$XXX		
Testing Phase		
Deliverable No. 25 – Develop a Master Test Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall develop the Master Test Plan in accordance with Section C.13.6.	At a minimum, Contractor shall submit the Master Test Plan, in accordance with Section C.13.6 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit the Master Test Plan in accordance with Section C.13.6 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 25 Amount Not to Exceed \$XXX		

Deliverable No. 26 – User Acceptance Testing		
Tasks	Performance Measures	Financial Consequences
Contractor shall conduct and provide detailed verification results of the UAT execution in accordance with Section C.13.6.	At a minimum, Contractor shall complete the UAT and submit a detailed result report of the UAT execution in accordance with Section C.13.6 within one hundred (100) business days of contract execution. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to complete the UAT and submit a detailed result report of the UAT execution in accordance with Section C.13.6 within one hundred (100) business days of contract execution, shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 26 Amount Not to Exceed \$XXX		
Training Phase		
Deliverable No. 27 – Final Training Materials		
Tasks	Performance Measures	Financial Consequences
Contractor shall develop Final Training Materials in accordance with Section C.13.7.	At a minimum, Contractor shall submit the Final Training Materials in accordance with Section C.13.7 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit the Final Training Materials in accordance with Section C.13.7 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 27 Total Not to Exceed \$XXX		
Deliverable No. 28 – Knowledge Transfer Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall develop a Knowledge Transfer Plan in accordance with Section C.13.7.	Contractor shall submit the Knowledge Transfer Plan in accordance with Section C.13.7 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit the Knowledge Transfer Plan in accordance with Section C.13.7 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 28 Amount Not to Exceed \$XXX		

Deliverable No. 29 – Conduct Training		
Tasks	Performance Measures	Financial Consequences
Contractor shall conduct training in accordance with Section C.13.7.	At a minimum, Contractor shall conduct training in accordance with Section C.13.7 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to conduct training in accordance with Section C.13.7 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 29 Amount Not to Exceed \$XXX		
Deployment Phase		
Deliverable No. 30 – Final Data Governance Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall submit a Final Data Governance Plan in accordance with Section C.13.8.	At a minimum, Contractor shall submit a Final Data Governance Plan in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit a Final Data Governance Plan in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 30 Amount Not to Exceed \$XXX		
Deliverable No. 31 – Transition Plan		
Tasks	Performance Measures	Financial Consequences
Contractor shall submit a Transition Plan in accordance with Sections C.13.8 and C.18.	At a minimum, Contractor shall submit a Transition Plan in accordance with Sections C.13.8 and C.18 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to submit a Transition Plan in accordance with Sections C.13.8 and C.18 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 31 Amount Not to Exceed \$XXX		

Deliverable No. 32 – System Deployment into Production		
Tasks	Performance Measures	Financial Consequences
Contractor shall deploy the system to production in accordance with Section C.13.8.	At a minimum, Contractor shall deploy the system to production in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to deploy system to production in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 32 Amount Not to Exceed \$XXX		
Deliverable No. 33 – Post Deployment to Production Support		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide Post Deployment to Production Support in accordance with Section C.13.8.	At a minimum, Contractor shall Post Deployment to Production Support in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to Post Deployment to Production Support in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 33 Amount Not to Exceed \$XXX		
Deliverable No. 34 – Contractor System Operations		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide Contractor System Operations in accordance with Section C.13.8.	At a minimum, Contractor shall provide Contractor System Operations, in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide Contractor System Operations in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 34 Amount Not to Exceed \$XXX		

Deliverable No. 35 – Post Implementation Review Report		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Post Implementation Review Report in accordance with Section C.13.8.	At a minimum, Contractor shall provide a Post Implementation Review Report, in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a Post Implementation Review Report in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 35 Amount Not to Exceed \$XXX		
Deliverable No. 36 – Post Implementation Evaluation Report		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Post Implementation Evaluation Report in accordance with Section C.13.8.	At a minimum, Contractor shall provide a Post Implementation Evaluation Report in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a Post Implementation Evaluation Report in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 36 Amount Not to Exceed \$ XXX		
Deliverable No. 37 – Transition Completion Report		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Transition Completion Report in accordance with Section C.13.8.	Contractor shall provide a Transition Completion Report in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a Transition Completion Report in accordance with Section C.13.8 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 37 Amount Not to Exceed \$XXX		

Closure Phase		
Deliverable No. 38 – Project Closure Report		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide a Project Closure Report in accordance with Section C.13.9.	Contractor shall provide a Project Closure Report in accordance with Section C.13.9 within the time frame established by the Project Management Plan approved by Commerce. Completion of this deliverable is based on review and approval by Commerce’s Contract Manager in writing.	Failure to provide a Project Closure Report in accordance with Section C.13.9 within the time frame established by the Project Management Plan approved by Commerce shall result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such deduction shall be made from the deliverable payment.
Deliverable 38 Amount Not to Exceed \$XXX		
TOTAL COST OF DELIVERABLES NOT TO EXCEED \$XXX		

C.15 Contractor Responsibilities

Commerce considers the Contractor to be the sole contractor regarding all provisions of the ITN Reply and Contract. In addition to the deliverables and other requirements set forth above in this Scope of Work, Contractor is responsible for the following:

1. The Contractor’s Reply to this ITN must encompass all services necessary to implement their approach. This includes, but is not limited to, all labor, materials, supplies, personnel, facilities, training, hardware, software, licenses, software development, operation, and maintenance services.
2. Ensure any approved subcontractors used in delivering services are licensed and qualified to do business in the State.
3. Notify Commerce of any proposed changes to key operations staff prior to making such changes. Contractor shall notify and obtain written approval from Commerce of the proposed substitution as soon as possible, but no less than seven (7) Commerce business days prior to the change. Written documentation shall include the resume of proposed substitutes and the circumstances requiring the change in sufficient detail to permit evaluation on the impact to the project or delivery of services.
4. Assume full responsibilities of services specified in this Contract within thirty (30) calendar days of Contract execution date unless another date is mutually negotiated between the Contractor and Commerce.
5. Notify and fully report to the Commerce Project Manager verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Contractor’s possession related to this Contract is improperly used, copied, or removed by anyone, except an authorized representative of Commerce, and any other infractions of any provisions of this Contract, section 443.1715, F.S., or any provision of 20 CFR Part 603. Reporting requirements also apply to threats and complaints involving actual or suspected criminal fraud, waste, abuse, or other criminal activities. Upon receipt, Commerce will evaluate the information, determine appropriate actions, and notify the Contractor of additional actions required, if any.
6. Immediately notify the Commerce Project Manager and submit a written report within twenty-four (24) hours of any situation which could reasonably be expected to adversely affect the Contractor’s ability to fulfill its responsibilities under this Contract.
7. Adhere to all applicable laws, rules, and regulations.
8. Comply with the requirements of the FL Digital Service (FLDS) as defined in Chapter 60GG-1 – 60GG-5, F.A.C., as applicable, and other federal and state banking and regulatory requirements.

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9. Notify Commerce as soon as possible of planned or unplanned operational outages that affect the Contractor's ability to deliver services under this Contract.
10. Comply with Commerce security and confidentiality requirements.
11. Contractor is prohibited from using or selling customer account information and must provide a written policy to ensure data privacy and security to Commerce and its System users.
12. Contractor agrees to indemnify Commerce and the State of Florida from any direct or indirect financial loss that may be incurred by the Contractor due to any act, whether negligent or compliant, related to the System and its processes.
13. Provide full disclosure of any identity theft and notify users, as directed by Commerce, and Commerce of any active fraud schemes.
14. Provide full disclosure of any identity fraud or identity theft programs and detection methods.
15. By accepting this Contract, the Contractor agrees to permit Commerce or its designees to make on-site inspections of records relevant to this Contract and ensure the requirements of 20 CFR Sections 603.5-603.10 and Florida Statutes are met. Inspections may take place with or without prior notice during normal Contractor business hours wherever the records are maintained. The Contractor records are to be maintained in compliance with 20 CFR Sections 603.5-603.10 to ensure the confidentiality of the information. Failure of the Contractor to allow such inspections shall be cause of material breach of the provisions of any contract issued.
16. Implement and support a Solution and services to deliver a modern customer-centric Solution that meets Commerce's user experience objectives, specific to Common Customer Portal.
17. Provides clearly defined Project outcomes supporting Commerce's objectives of maintaining program integrity, is transparent, reduces administrative burden, adopts post-pandemic best practices and lessons learned, and is compliant with federal and state law.
18. Contractor's Solution and services must be available 24 hours per day, seven days per week, including holidays as identified by the State of Florida.
19. The Contractor shall cooperate, in coordination with Commerce, with Commerce's PMO vendor, Commerce's IV&V vendor, and any other party identified by Commerce to give an accurate, honest reporting of Project status. The Contractor shall provide Commerce's PMO with a bi-weekly report documenting the status of the Project.
20. The Contractor shall be responsible for mitigating all risks related to the project.
21. The Contractor shall collaborate with and partner with Commerce's PMO vendor, Commerce's IV&V vendor, and any other party identified by Commerce to manage technology implementation risks throughout the implementation and life of the project.

C.16 Commerce Responsibilities

In addition to other requirements set forth above in this Scope of Work, Commerce is responsible for the following:

1. Ensure Contractor receives on-going training and technical assistance as needed.
2. Assign a Contract Manager to manage the Contract.
3. Ensure the Commerce Contract Manager provides information to the Contractor as required.
4. Conduct any required coordination, communication, and document distribution with any entities external to Commerce, including the Florida Legislature, House and Senate staff, other State agencies, the Executive Office of the Governor, and other entities as required.
5. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
6. Be available for consultation throughout the Project.
7. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
8. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.

9. Maintain paper, electronic, and final archive copies of all deliverables.
10. Respond to inquiries or requests from Contractor.
11. Provide meeting sites when necessary.
12. Ensure Project management and oversight standards set forth in Rules 60GG-1-5, F.A.C., are followed.

C.17 Data Privacy and Cyber Security Guidelines

Contractor shall ensure the Solution and services support and comply with the following baseline processes and guidelines:

1. Is hosted in the government cloud or secure private cloud, as approved by Commerce; if Contractor is FedRAMP certified, the Solution and services must be hosted in the government cloud or secure private cloud with at least FedRAMP provisional ATO at the “moderate” or higher level;
2. Utilizes application security best practices and standards, 60GG-2 F.A.C., 60GG-4 F.A.C., Cybersecurity and Infrastructure Security Agency (CISA) Cloud Security Technical Reference Architecture (TRA), CISA Zero Trust Maturity Model, NIST Special Publication 800-53, the Center for Internet Security (CIS) Controls Version 8, the OWASP Top 10, the SANS Institute Securing Web Application Technologies (SWAT) Checklist, and FedRAMP Moderate ATO (if applicable);
3. Has the capability to request and track system changes and upgrades for audit and traceability purposes;
4. Allows accounts to be configured with strong passwords, passphrases, and multi-factor authentication (MFA) measures that meet or exceed FL WINS requirements;
5. Provides audits and alerts for user activity to FL WINS;
6. Uses strong, unique encryption keys, where applicable, in both the application and underlying infrastructure, and allow them to be fully managed and controlled by FL WINS;
7. DevOps practices must follow NIST DevSecOps guidance;
8. Development processes must follow secure best practices, using the NIST Secure Software Development Framework (SSDF) as a baseline, and include, at a minimum, a process for continual vulnerability assessment (to include static code analysis, dynamic code analysis, and web application scanning), as well as best practices for code versioning and automated release management in the cloud environment;
9. Service Organization Control (SOC) 2 Type 2 compliance audit reports for any SaaS components of the Solution must be provided and reviewed by FL WINS partners;
10. Meet information compliance requirements, including, but not limited to, IRS Publication 1075, Safeguards for Protecting Federal Tax Information, SSA data sharing agreements, FBI Criminal Justice Information Systems Policy, and Unemployment Insurance Program Internal Security requirements;
11. Florida laws and rules must be followed, including, but not necessarily limited to;
 - Section 501.171, F.S., Security of Confidential Personal Information concerning notice and duties of third-party agents and requirements for disposal of customer records
http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=501.171&URL=0500-0599/0501/Sections/0501.171.html;
 - NIST 800 Series, NIST Cybersecurity Framework, and CIS Controls (<https://www.cisecurity.org/controls/>). Contractor is expected to remain in compliance with these policies over the lifetime of this Contract; and
 - Section 443.1715, F.S., regarding disclosure and confidentiality of Reemployment Assistance information
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0443/Sections/0443.1715.html.

C.18 Transition Plan

The Contractor shall develop and implement a transition plan designed to achieve an efficient transfer of the Common Customer Portal from the Contractor’s service, and to cooperate fully throughout the post-termination/expiration period until such transition is complete. Commerce shall review and work in collaboration

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with the Contractor for a mutually approved transition plan that protects the best interest of both parties in the event of termination or expiration of contracted services. Commerce requires that the Contractor work in conjunction with Commerce, Workforce Partner Agencies, and any subsequent contractor to ensure a smooth transition at the termination or expiration of any contract resulting from this ITN.

1. Contractor must develop a Transition Plan for the orderly, effective transition of services at the termination or expiration of this Contract. The Transition Plan must:
 - a. Specify the tasks to be performed by the Parties, the schedule for the performance of such tasks, and the respective responsibilities of the Parties associated with the tasks;
 - b. Provide a written plan that details disposition of Commerce data, if applicable;
 - i. All Commerce data and information, documents, mail, instruments, and other relevant information are transferred to Commerce via secured means;
 - c. Identify any Commerce proprietary documentation and return it to Commerce. Any electronic copies of Commerce proprietary information stored on Contractor's equipment must be transferred back to Commerce before being deleted. The format and medium of transfer will be at the discretion of Commerce;
 - d. Be completed by the date agreed upon by Commerce and the Contractor, but not later than six (6) months from the award of the Contract; and
 - e. Final approval of the Transition Plan resides with Commerce.
2. Contractor personnel who are critical to the transfer efforts must be identified by the Parties. Contractor will ensure the cooperation of its identified key employees during the transfer process. Contractor shall:
 - a. Fully cooperate with Commerce and any subsequent contractor;
 - i. Confirm that any electronic copies of Commerce proprietary information stored on Contractor equipment have been transferred back to Commerce before being deleted; and
 - b. Meet on a mutually agreed upon routine basis to review the status of Transition Plan activities and to resolve any issues.
3. Contractor shall include within the Transition Plan, at a minimum, the procedures and schedule under which:
 - a. Additional vendors impacted will be notified of procedures to be followed during the transition; and
 - b. Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.

C.19 Staffing Changes

Contractor shall possess the professional and technical staff necessary to perform the services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.

All services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout the State under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor staff shall render services identified by Commerce and will be paid upon satisfactory completion of each deliverable.

Contractor shall maintain, throughout the term of the Contract, all licenses, permits, qualifications, insurance, and approvals of any nature that are legally required to perform the services.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by Commerce's employees and vendors.

C.20 Service Times

Contractor shall maintain hours of operation between 8:00 A.M. EST and 5:00 P.M. EST, Monday through Friday, not including any federal or State recognized holidays, or State or Commerce declared emergencies/office closures. During the hours of operation, Contractor shall have the appropriate number of staff to handle service calls.

C.21 Contract Document

The interpretation and performance of this Contract, and all transactions under it, shall be governed by the laws of the State. The Contract documents shall include terms and conditions of the ITN, any Addenda, Reply, and the Commerce Respondent Core Contract.

C.22 Method of Payment/Invoice

Payment shall be made in accordance with sections 215.422 and 287.0585, F. S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. Commerce is responsible for all payments under this Contract.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Employer identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

The Contractor shall submit all invoices and supporting documentation upon completion of each deliverable to Commerce for review and approval or as otherwise directed by Commerce. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with section 287.058(1)(a), F. S.

Contractor will submit with the invoice all documentation to support any reimbursements to Commerce for review.

C.23 Background Screening

Commerce has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of Commerce.

Contractor or Contractor's employees, agents, or subcontractors who in the performance of this Contract will be assigned to work in a position determined by a Workforce Partner to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this Contract.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a state criminal history check and through the Federal Bureau of Investigation (FBI) for a national criminal history check.

Contractor employees who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to this project. Screening results indicating convictions of disqualifying offenses will result in a Contractor employee not being allowed to work on this project. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

All costs incurred in obtaining background screening shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to Commerce, or from FDLE to the applicable Workforce Partner, and will be maintained by Commerce's Contract Manager. Commerce's Contract Manager will provide written approval/disapproval of the Contractor's employees to the Contractor. A designated liaison from the applicable Workforce Partner will provide written approval/disapproval of Contractor's employees, agent, or subcontractor to Contractor. Contractor employees are prohibited from performing any work under this project until written approval of the employee is received from Commerce's Contract Manager. Commerce reserves the right to make final determinations on suitability of all Contractor employees assigned to this project. Additional information can be found.

C.24 One-Off Projects/Unknown or Unspecified Tasks

During the term of the Contract, Commerce may require additional commodities and/or services within the general scope of this Contract (including, but not limited to expanded functionality or state or federal legislative changes not known at the time of the initial ITN/Contract).

During the term of the Contract, including any extensions or renewals, Commerce reserves the right to negotiate with Contractor for the provision of additional commodities and/or services within the general scope of the initial ITN/Contract. At such time, if Commerce and Contractor successfully negotiate cost, schedule, deliverables, etc., Contractor will provide a written proposal to Commerce. Commerce reserves the right to utilize other pricing sources available to ensure that Commerce is receiving competitive market rates for additional products/services.

All additional commodities/services requested by Contractor shall be done in the form of a Contract Amendment and/or change order. Contractor is not authorized to provide/commence any additional product/service until Commerce's Project Manager/Contract Manager has secured all required state, federal, and other applicable approvals necessary to issue a written Contract Amendment and/or change order/task order executed by Commerce.

Additional costs associated with one-off project positions and hourly rates shall not be included in the Technical Reply and shall be included in Attachment B, Cost Reply, Section F, and will not be included in the awarding cost points.

C.25 Contract Extension

Extension of the Contract for contractual services must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. There may be only one extension of the Contract unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor.

Commerce may extend the Contract for a period not to exceed six (6) months. Only one extension of a contract is permissible unless the failure to satisfy the terms and conditions of the contract is due to circumstances beyond the control of the Contractor.

1. The Program Office is responsible for adequately planning for the issuance of a renewal, or a new Contract in a timely manner; however, there are circumstances where an extension may be necessary.
2. When an extension is necessary, Commerce Contract Manager must document the need for the extension and an evaluation of the Contractor performance in the contract file. The Contractor's performance must meet one of the following statements:
 - a. The Contractor's performance is satisfactory and there are no current performance deficiencies.
 - b. Some performance improvement is needed; however, the Contractor's performance is satisfactory to the extent an extension of the Contract is appropriate.
3. Contracts procured by Emergency Procurement may not be extended.

C.26 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.14, Deliverables, Tasks, Performance Measures, and Financial Consequences, of this Scope of Work will result in substantial injury to Commerce and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but if Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.14.

If Contractor(s) has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, Commerce, in its complete discretion, may grant a one-time waiver upon Contractor coming into compliance with the corrective action plan.

This provision for financial consequences shall in no manner affect Commerce's right to terminate the Contract as provided elsewhere in Commerce's Respondent Core Contract.

C.27 Contractor's Responsibilities upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by Commerce, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the notice.
2. Complete performance of such part of the work that was not terminated by Commerce.
3. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which Commerce has or may acquire an interest.
4. Upon the effective date of termination of the Contract, Contractor shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

C.28 Liquidated Damages upon Contract Termination

Commerce is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work, hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by Commerce for cause, Contractor shall be liable to Commerce for an amount to be determined in final Contract negotiations for each calendar day after termination, up to 180 days, for Commerce's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to

the financial consequences assessed (as provided for in Section C.26) prior to termination. This liquidated damages provision addresses only the cost to Commerce for re-procurement of these services and does not limit Commerce' ability to pursue other damages it incurs as a result of Contract termination.

C.29 Notification of Instances of Fraud

Incidents of Contractor's operational fraud or criminal activities shall be reported to Commerce's Contract Manager within twenty-four (24) chronological hours.

C.30 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this ITN. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this Project must sign a confidentiality statement which will be provided by Commerce upon awarding the services described in this ITN. The Contractor's confidentiality procedures must be approved by Commerce and must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715(1), F. S., and 20 C.F.R. part 603 and all Contractor employees assigned to this Project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, F. S.

C.31 Change of Ownership

If a change of ownership of the company is anticipated during the 12 months following the ITN Technical Reply due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.32 Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with Commerce and/or its employees, under this Contract shall be the property of Commerce. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for Commerce and that such works shall, upon their creation, be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to Commerce the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

C.33 Errors and Omissions Insurance

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission, or mistake by Contractor, subcontractor, any employee, officer, or agents thereof. Commerce shall be named as the additional insured. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

C.34 Performance Bond

Contractor shall furnish the State with an annual renewable performance bond in an amount equal to twenty percent (20%) of the Contract value, within thirty (30) calendar days after the effective date of the Contract. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

1. Beneficiary – The State shall be named as the beneficiary of the bond. Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by the State directly to State.
2. Notice of Attempted Change – The State shall receive thirty (30) calendar days prior written notice of any attempt to cancel or to make any other material change in the status, coverage, or scope of the required bond or of Contractor's failure to pay bond premiums.
3. Premiums – The State shall not be responsible for any premiums or assessments of the bond.
4. Purpose of Bond - The performance bond is to protect the State against any loss sustained through failure of Contractor or any of its employees to faithfully perform the services required by the Contract. No payments shall be made to Contractor until the performance bond is in place.
5. To be acceptable to Commerce as surety for performance bonds, the Surety Company shall:
 - a. Have a currently valid Certificate of Authority, issued by the State, Department of Financial Services, authorizing it to write surety bonds in the State;
 - b. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code;
 - c. Be in full compliance with the provisions of the Florida Insurance Code; and
 - d. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

Annually, before the anniversary date of the Contract, the parties will negotiate the amount of bond for the next year. Either party may initiate a Change Order to change the bond and must negotiate for each future years based on the value, as determined at the time of each yearly negotiation, of the remaining deliverables (not based on payments made) utilizing the change order process. Such bond amount will not be modified unless agreed to prior to the end of the bond's annual renewal date.

The surety bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

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SECTION D
Commerce VENDOR CORE CONTRACT

The proposed Contract language contained in Commerce's Respondent Core Contract should be reviewed by all Respondents. In responding to Commerce solicitation 24-ITN-001-TD, Respondent agrees to accept the terms and conditions of Commerce's Respondent Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions. Commerce reserves the right to make modifications to this Contract if it is deemed to be in the best interest of Commerce or the State of Florida.

Commerce Respondent Core Contract is attached by separate document and incorporated by reference within this solicitation.

[Remainder of Page Intentionally Left Blank]

**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list five (5) separate and verifiable clients, other than Commerce, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). Confidential clients shall not be included. **DO NOT LIST Commerce WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT B
COST REPLY**

The Respondent should propose a fixed price for the duration of the Contract which is inclusive of travel, lodging, per diem expenses, and all other costs associated with the completion of the deliverables associated with all tasks defined in Section C, Scope of Work, of this ITN. Only Section D of this Cost Reply will be utilized for cost scoring according to the formula listed on Attachment I, Evaluation Criteria. The Respondent shall complete all sections of Attachment B, Cost Reply, using the format provided below, review for accuracy, and sign by an authorized representative. This individual must have the authority to bind Respondent.

A. Any one-time cost to secure usage of product (i.e., Purchase):

No.	Product	Cost
1.	License Fee (example)	\$
2.	TBD	\$
Product Costs Subtotal		\$

*Note: TBD entries should provide the Respondent the opportunity to list additional fees that Commerce may not have considered.

B. Services to produce the following Deliverables, as stated in Section C, Scope of Work:

Deliverables	Cost
	\$
	\$
	\$
	\$
Deliverable Cost Subtotal	\$
<i>Instructions: Provide cost and any recurring cost for each Contract deliverable.</i>	

C. For any additional recurring costs for usage of Respondent’s Solution and services, Respondent must include all costs associated, including but not necessarily limited to, license, software, or support fees that will be charged by the Respondent and any fees expected to be charged by third parties. Respondent must specify whether each fee is Respondent’s fee or a third-party fee and whether each type of fee will be charged one time, annually, or on some other fee schedule.

Fee Type	Year 1	Year 2	Renewal Year 1	Renewal Year 2	Renewal Year 3	Cost
License Fee (if applicable)	\$	\$	\$	\$	\$	\$
Warranty/Post Implementation Support Fee (see Section C.13.10)	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$
Additional Recurring Costs	\$	\$	\$	\$	\$	\$

*Note: TBD entries provide the Respondent the opportunity to list additional recurring fees that Commerce may not have considered.

D. GRAND TOTAL

Section	Category	Subtotals
A.	Product Costs	\$
B.	Deliverables Costs	\$
C.	Additional Recurring Costs	\$
GRAND TOTAL		\$

E. Value Added Services – Innovative Ideas

As described in B.54, FL WINS is looking for value added ideas that may provide additional benefits to the Solution. Please describe the idea or concept in the table below and any estimated cost. Respondent should note if the cost(s) are one-time or recurring costs.

Innovative Idea/Concept	One-time or Recurring	Costs
		\$
		\$
		\$

F. One-Off Projects

Please provide the rate for each category or role proposed (programmer, system analyst, database administrator) as discussed in C.24. A complete list of Job Family Descriptions can be found on the State of Florida, Department of Management Services; STC #80101507-21-STC-ITSA, for IT Staff Augmentation Services. The following link is provided for your convenience:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contract/information_technology_staff_augmentation

Respondent Role Title	IT Consulting State Contract Job Title	Hourly Rate
		\$
		\$
		\$

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie replies will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) For any employee who is convicted or pleads to a violation of Chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of Commerce, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of Commerce, or other person, who has received or will receive compensation of any kind to seek to influence the actions of Commerce in connection with this procurement, or who has registered or is required to register under section 112.3215, Florida Statutes, in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

The following persons are a state officer or employees who own, directly or indirectly, more than five percent (5%) interest in the Respondent's firm:

The following persons have sought to influence Commerce in this procurement on behalf of the Respondent.

" The Respondent has no interest to disclose and has had no person seeking to influence Commerce in connection with this procurement.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS:

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. Commerce cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Commerce may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractors' certifications must be kept at the Contractor's business location.

CERTIFICATION:

- (1) The prospective provider certifies, by signing this certification, that neither he/she nor his/her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or Department.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their reply a list of the subcontractors who will perform work under the Contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in similar services and statewide identity verification solution, or a solution that provides these capabilities and required functions through modules and integrated standalone systems for a minimum of five (5) years as required by this specification and is qualified to provide the services for which they listed.

In the event that no subcontractor will be used, this list shall be returned indicating “No subcontractors will be used.”

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Respondent Name: _____

Date: _____

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

**ATTACHMENT H
REFERENCE QUESTIONNAIRE**

Department of Commerce

Respondent's Company Name ("Respondent"):

The Respondent listed above intends to submit a Reply to the State of Florida, Department of Commerce, in reply to an Invitation to Negotiate (ITN) for _____. As a part of its Reply, the Respondent is required to submit a number of reference questionnaires, which have been completed by the individuals who sign and return the forms as specified below. **USE OF THIS FORM IS REQUIRED.**

Each individual replying to this reference questionnaire is asked to follow these instructions:

- **Complete this questionnaire using the space provided. Attach additional pages if necessary;**
- **Sign and date the completed questionnaire;**
- **Seal the completed, signed, and dated questionnaire in a new standard #10 envelope;**
- **Sign in ink across the sealed portion of the envelope; and**
- **Return the sealed envelope containing the completed questionnaire directly to the Respondent for inclusion in its Reply.**

(1) What is the name of the company or organization replying to this reference questionnaire?

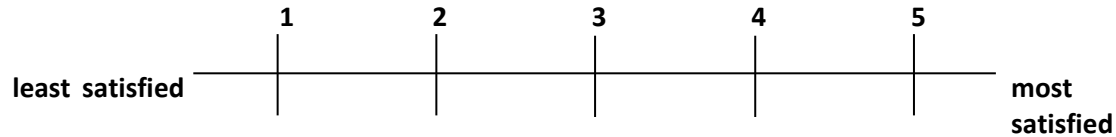
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Respondent.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What services does /did the Respondent provide to your company or organization? Attach additional pages to this questionnaire if necessary.

(4) What is the level of your overall satisfaction with the Respondent for the services described above?

Please respond by circling the appropriate number on the scale below.



If you circled 3 or less in the scale above, what could the Respondent have done to improve the rating?

(5) Were the services completed, or are they being completed, in compliance with the terms of the Contract, on time, and within budget? If not, please explain.

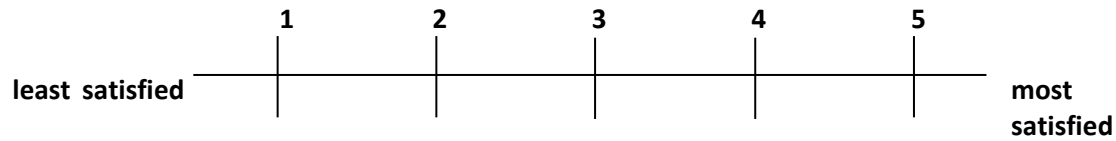
(6) How satisfied are you with the Respondent's ability to perform based on your expectations and according to the contractual scope of work?

(7) In what areas of service delivery does /did the Respondent excel? What are/were its strong points?

(8) In what areas of service delivery does /did the Respondent fall short? What are/were its weaknesses?

(9) What is the level of your satisfaction with the Respondent’s project management approach, processes, and personnel?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

(10) If the Respondent used subcontractors, what areas of the services were assigned to the subcontractor and why? How well did the Respondent manage the subcontractors?

(11) Would you Contract again with the Respondent for the same or similar services? Do you have any reservations about recommending a future Contract award to or relationship with the Respondent?

REFERENCE SIGNATURE: (by the individual completing this reference questionnaire)	
DATE:	(must be the same as the signature across the envelope seal)

**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	Score Range <i>(Replies for this section will be based on the following ranges)</i>	MAXIMUM POINTS AVAILABLE
A. Technical Response Submittal		180
Understanding of the Project / Executive Overview as Defined in Section B.37.1 Tab 1		20
<ul style="list-style-type: none"> How well does this section of the proposal describe Commerce’s desired outcome and requirements to meet the state’s current and future needs to create a Common Customer Portal that enables referrals between workforce partner agency programs? 	Excellent: 18-20 Good: 14-17 Fair: 10-13 Poor: 6-9 Insufficient: 3-5 Unsatisfactory: 0	
Statement of Qualifications as Defined in Section B.37.1 Tab 2		45
<ul style="list-style-type: none"> How well does the proposal demonstrate the Respondent’s overall capabilities to accomplish the services requested? What is the level of staff expertise and capability to implement the Project? What is the level of project expertise and experience the Respondent has over similar projects? What are the level of results (if any) the Respondent has over similar projects? 	Excellent: 40-45 Good: 35-39 Fair: 30-34 Poor: 25-29 Insufficient: 15-24 Unsatisfactory: 0	
Project Approach and Methodology as Defined in Section B.37.1 Tab 3		45
<ul style="list-style-type: none"> How does the Respondent’s recommended project approach meet Commerce’s expectations and address all the requirements? How did the Respondent identify all risks associated with the Project and identify any industry standards for minimizing these risks or action required by Commerce or stakeholders? How did the Respondent’s timeline and project schedule meet the requirements of Commerce? How did the Respondent address or identify the resources and tasks required and estimate the man-hours needed to back-end systems? 	Excellent: 40-45 Good: 35-39 Fair: 30-34 Poor: 25-29 Insufficient: 15-24 Unsatisfactory: 0	
Proposed Common Customer Portal Solution and Requirements Traceability as Defined in Section B.37.1 Tab 4		70
<u>Functional</u> <ul style="list-style-type: none"> What is the ease of use over the proposed Solution for customers/employers to use and reduce the time frame for authentication? How does the proposed Solution include all the features desired by FL WINS for the Customer Portal including benefits forecasting, career navigator, common intake form, dashboard, identity and access management, service catalog, service wizard, usability, and virtual assistant? How does the proposed Solution include all the features desired by FL WINS for the Customer 360 component including analytics, common intake form, cross-program data view, recommendation engine, service catalog, and profile. Does the proposed Solution have the capability of adding additional FL WINS programs that may be require in the future? <u>Technical</u> <ul style="list-style-type: none"> How does the proposed Solution include all the data and technical capabilities desired by FL WINS to provide an integrated data solution including business intelligence and analytics, infrastructure, modularity, version of truth, data 	Excellent: 63-70 Good: 56-62 Fair: 49-55 Poor: 42-49 Insufficient: 21-41 Unsatisfactory: 0	

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<p>governance, identity and access management/profile, network and endpoint protection, data protection, security, and data provisioning?</p> <ul style="list-style-type: none"> • How does the proposed Solution meet all the security standards required by the state of Florida? • Is Respondent FedRAMP certified? If yes, what is the proposed Solution FedRAMP certification level (i.e. moderate or higher)? Did the Respondent indicate they were in the process of becoming FedRAMP certified? If yes, what is the Respondent’s schedule for said certification? • How does the proposed Solution easily integrate with Workforce Partner Agency Systems and other expected systems/tools, or does it involve major changes to our existing System. 		
<p>B. Past Performance / References as Defined in Section B.37.1 Tab 5</p>	<p>Excellent: 18-20 Good: 14-17 Fair: 10-13 Poor: 6-9 Insufficient: 3-5 Unsatisfactory: 0</p>	<p>20</p>
<p>C. Cost Reply*- see formula below</p>		<p>50</p>
<p>D. Total Possible Points for the Response Submittal</p>		<p>250 Points</p>

*NOTE: The maximum available points (50 points in total) for the Cost Reply Submittal will be awarded to the Respondent with the lowest responsive Cost Reply. The remaining replies from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

$$(A/B = C) \times M = P$$

- A = Lowest responsive Cost Reply
- B = Actual responsive Cost Reply for each of the other Respondents
- C = Pro rata portion (percentage) assigned for each of the other Respondents
- M = Maximum Points Available for the Cost Reply (= 50 points)
- P = Points Awarded to each of the other Respondents

Evaluation Team members will independently assign a numerical score, using no fractions or decimals, for responses to Attachment I – Evaluation Criteria, Section A. Technical Response Submittal and Section B. Past Performance References.

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The table below provides the scoring guidelines to be used by Evaluation Team members when assigning scores.

Scoring Table	
Scoring Guidelines Description	Assessment
The Reply for this criterion demonstrates and/or indicates extensive competence, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and comprehensive understanding of the requirements and/or planning for the unforeseen. The Evaluator could not find any significant limitations or concerns.	Excellent
The Reply for this criterion demonstrates and/or indicates clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The Evaluator found only minor limitations or concerns.	Good
The Reply for this criterion demonstrates and/or indicates a fundamental competency, adequate capability, basic approach to the subject area, apparently feasible but somewhat unclear solutions, a fair understanding of the requirements and/or a lack of sufficient experience in some areas. The Evaluator found notable limitations or concerns.	Fair
The Reply for this criterion demonstrates and/or indicates a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirements and/or a lack of demonstrated experience and skills. The Evaluator found serious flaws and concerns.	Poor
The Reply for this criterion demonstrates and/or indicates a significant or complete lack of understanding, an incomprehensible approach, and/or a significant or complete lack of skill and experience. The evaluator found there was an incomprehensible approach to complete the project and a significant lack of understanding, experience, and skills.	Insufficient
The Reply for this criterion was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable or not addressed at all.	Unsatisfactory

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**ATTACHMENT J
TECHNICAL QUESTIONS SUBMITTAL FORM**

Respondents shall complete this form provided based on their questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in Section B.10. The electronic Reply must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	ITN Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT K

Requirements Traceability Matrix

The Respondent shall complete and submit this Requirements Matrix with their proposal response.

The Respondent must address all requirements included in this Requirements Matrix, including those marked as (M)ust Have or (N)ice to Have.

Note: *This Requirements Traceability Matrix is intended to be epic level requirements for this procurement, this is a 'living' document and what is listed currently may have more granular level requirements added as the Program evolves and continuous insights from Partner Agencies and systems are being actively worked on.*

For each requirement on Functional and Technical tabs, the Respondent should indicate which of the following five options will be primarily used to meet the requirement:

1. Product Configuration: Select this option when the requirement is met by the proposed solution as part of its native functionality, either in its original unmodified state or using System Configurations. System Configurations are defined as the ability to adjust settings through a system administrator portal or other native tools to dictate system behavior, such as workflow, or how features are displayed or used in the system.

Note: Use of native scripting tools qualify as customization, as described below, and should be labeled as such, not configuration.

2. Customization: Select this option when the requirement is met by Customizations to the proposed solution. Customizations are custom coding, development, or scripting that must be uniquely developed by a technical resource. Use of native scripting tools qualify as customization. Respondents are required to provide comments in the matrix that elaborate on this selection and will be prompted by yellow cell fields.

3. Future Product Release: Select this option when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Respondents are required to provide the version number and the planned date of release and will be prompted by yellow cell fields.

4. Integration with Third Party Product or Solution: Select this option when the requirement can only be met through the use and integration of a third-party product or solution, and is not fulfilled by the main solution (i.e. supported by a mobile application, electronic plan review solution, non-native cashiering system, etc.). Respondents are required to identify the third-party product or solution in the comments and will be prompted by yellow cell fields.

5. Not Proposed: Select this option when the Respondent is declining to provide this functionality as part of the proposed response. Respondents may choose to provide comments that explain this decision.

NOTE: Requirements Traceability Matrix spreadsheet is attached by separate document and incorporated by reference within this solicitation.

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ATTACHMENT L
REPLY PACKAGE CHECKLIST

To ensure that your Reply package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its Reply, Commerce reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the Reply has met all other requirements of the solicitation.

Check off each of the following:

___ 1. The Commerce Solicitation Acknowledgement Form (Cover Page of this ITN) has been completed, manually/electronically signed, and enclosed in the original Reply.

In the event that Respondents submit a Reply as a joint venture, each member of the joint venture must complete and sign a separate Commerce Solicitation Acknowledgement Form.

___ 2. The Reference Form (Attachment A) has been completed with five references as required in this solicitation and enclosed in the Reply.

___ 3. The Cost Reply (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the Reply. The authorized representative must have the authority to bind the Respondent.

___ 4. The Drug-Free Workplace Certification (Attachment C); Disclosure Statement / Conflict of Interest Disclosure (Attachment D); Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Contracts/Subcontracts (Attachment E); Certification Regarding Lobbying / Certification For Contracts, Grants, Loans And Cooperative Agreements (Attachment F); List of Subcontractors (Attachment G); and the Foreign Country of Concern Attestation (Attachment M) have been read, completed, signed, and enclosed in the original Reply, if applicable.

___ 5. Signed and sealed Reference Questionnaires (Attachment H) from the required five (5) references (Attachment A, Reference Form) have been included as required.

___ 6. Requirements Traceability Matrix (Attachment K) has been completed and included as required..

___ 7. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

___ 8. The Respondent's Reply addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

___ 9. The Scope of Work, Section C, has been thoroughly reviewed for compliance to the solicitation requirements.

___ 10. The <https://vendor.myfloridamarketplace.com/search/bids> website has been checked and any Addendums posted have been reviewed.

___ 11. The original Reply must be received, at the location specified, prior to the Reply Opening Date and Time designated in the Invitation to Negotiate Document.

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- ___12. The Respondent shall submit one (1) signed original Technical Reply and fifteen (15) copies thereof shall be bound, enclosed and sealed individually, one (1) electronic copy of the signed original Technical Reply (USB drive), and one (1) electronic redacted copy of the signed original Technical Reply. The original shall be labeled "Original Technical Reply" and all copies shall be labeled "Technical Reply Copy." The original and copies may then be submitted together.
- ___13. The Respondent shall submit one (1) signed original Cost Reply and fifteen (15) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Reply (on USB drive). The original shall be labeled "Original Cost Reply" and all copies shall be labeled "Cost Reply Copy." The original and copies may then be submitted together.
- ___14. If Respondent considers any portion of its Technical/Cost Reply to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the Reply titled "Redacted Copy" on USB drive.
- ___15. On the lower left-hand corner of the envelope transmitting your original Reply, write in the following information:

Solicitation Number: **24-ITN-001-TD**

Title: **FL WINS Customer Portal**

Reply Opening Date & Time: **December 27, 2023, at 3:00 P.M. EST**

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ATTACHMENT M

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

APPENDIX A

Glossary

Glossary Term	Definition
ADA	Americans with Disabilities Act of 1990
BPR	Business Process Reengineering
BRE	Business Rules Engine
CM	Configuration Manager
COTS	Commercial off the Shelf
CRAIDL	Change, Risks, Action Items, Issues, Decisions, Lessons Learned
CRM	Customer Relationship Management
CSF	CareerSource Florida
Data Set	The type of data within a Data Source
Data Source	A single source of data that may include multiple data sets
DCF	Florida Department of Children and Families
DED	Deliverable Expectation Document
DOE	Department of Education
ESB	Enterprise Service Bus
F.A.C.	Florida Administrative Code
FL [DS]	Florida Digital Service
FL WINS	Florida Workforce Integrated Networking Systems
Commerce	Florida Department of Commerce
F.S.	Florida Statutes
ITN	Invitation to Negotiate
IV&V	Independent Verification and Validation
MFA	Multifactor Authentication
M&O	Maintenance & Operations
MS	Microsoft
OCM	Organizational Change Management
PgMP	Program Management Plan
PMBOK	Project Management Body of Knowledge
PDF	Adobe Portable Document Format
PMI	Project Management Institute
PMO	Program Management Office
PMP	Project Management Plan
PMP®	Project Management Professional
QA	Quality Assurance
QAM	Quality Assurance Manager
REACH (Office)	Reimagine Education and Career Help Office
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RTM	Requirements Traceability Matrix
SME	Subject Matter Expert
SOW	Statement of Work
TBD	To Be Determined
TCM	Transformational Change Management
TOM	Target Operating Model
UAT	User Acceptance Testing
VIP	Florida Respondent Information Portal
WIM	Workforce Integration Management

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APPENDIX B

Defect Management and Resolution Plan

(Note: the procedure below should be incorporated into the Master Test Plan)

Commerce and Contractor will use a tool agreed upon by both parties to formally document and monitor project defects. Please see the sample in Exhibit 8. Any project stakeholder, team member, customer, or Respondent can submit a defect at any time. The Contract Project Manager and FL WINS Program Directors will be responsible for formally documenting all defects.

Commerce defines a Defect as an error, failure, or deficiency that prevents the Solution from meeting any of the project objectives, e.g., meeting any specified project requirements, both functional and non-functional. This includes any performance requirements. Defects recorded should capture the expected and actual results while noting the discrepancies in detail. Each defect shall be assigned a severity level—on a scale of 1 to 5, 5 being the most critical as specified in the table below:

Severity	Classification Criteria
5	Critical Value – Must have – Catastrophic failure – Highest Risk Level – Failure Assured
4	High Value – Impairment of critical system function (s) and no workaround solution exists – High Risk for Failure
3	Moderate Value – Impairment of system function(s) but a documented workaround exists – Medium Risk
2	Low Value – Little Impact – Low Risk
1	No Real Impact – High user/client tolerance level – No Risk

Contractor is responsible for managing, tracking, and reporting on the status of all defects.

Note: Any discrepancy between the Commerce and Contractor on the ranking of defect severity should be addressed immediately between the Contract Project Manager and FL WINS Program Directors. If agreement cannot be reached between parties in a timely manner, the issue(s) should be fully documented and escalated to the FL WINS Program Leadership for appropriate action.

Contractor will be responsible for documenting defects and include the following information for each defect:

1. Date reported
2. Defect name / short description
3. Defect details including steps to recreate
4. Unique tracking number
5. Severity level
6. Defect status (e.g., definition, analysis, development, test, closed)
7. Date resolved
8. Resolution
9. Potential impact on scope, schedule, and budget (if applicable)

Once documented, the Contractor Project Manager will be responsible for presenting the findings in a report to the FL WINS Program Directors and other appropriate staff or stakeholders to determine a resolution or recommended course of action.

Commerce and Contractor will collaborate throughout the defect review process to agree upon a resolution or recommended course of action. Once established, the Commerce and Contractor will make the appropriate adjustments to the Project Schedule and budget.

1. The Contractor Project Manager will document the status and resolution in the agreed-upon tool used to document and monitor issues.
2. It is the responsibility of the FL WINS Program Directors to ensure resolved items are closed.
3. It is the responsibility of the Contractor Project Manager to ensure the item and resolution statuses are updated appropriately throughout the lifecycle of the item.
4. The Contractor Project Manager will communicate the status of the item (from inception through resolution) to the Program and FL WINS Program Leadership, and other appropriate staff and stakeholders in the project status meetings.
5. Items are reviewed by the Contractor Project Manager, or a delegated team member, on a bi-weekly basis to ensure they are being diligently resolved.
6. Items resolved and/or closed are reviewed by the FL WINS Program Directors or a delegated team member to ensure acceptable resolution.

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ADDITIONAL RESOURCES

The following additional resources are attached by separate document and incorporated by reference within this solicitation:

Exhibit 1: Target Operating Model (TOM)

Exhibit 2: Service Blueprints

Exhibit 3: Program Management Plan (PgMP)

Exhibit 4: Program Management Plan Functions, Roles, and Responsibilities

Exhibit 5: Discovery Report

Exhibit 6: Customer Portal Charter

Exhibit 7: Program Roadmap

Exhibit 8: Sample Defect Log

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SCOPE OF WORK

A Contract will be entered into between the State of Florida, Department of Commerce (“Commerce”) and _____, (“Contractor”). Commerce and Contractor may be referred to herein individually as a “Party” and collectively as “the Parties.” In formulating the contract documents, Commerce reserves the right to utilize a two-party agreement, purchase orders, or any combination thereof.

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work, Commerce’s Vendor Core Contract, the Department of Management Services (“DMS”) Purchase Order Terms and Conditions, State Term Contract Number 80101500-20-1 for Management Consulting Services, and sections 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsections 287.058(1), F.S., are hereby incorporated by reference.

1.0 Background

In June 2021, Governor Ron DeSantis signed House Bill 1507 into law, establishing the Reimagining Education and Career Help (REACH) Act. This innovative, system-wide approach to workforce development and education in Florida will create opportunities for meaningful employment and economic freedom for Floridians. Commerce is coordinating on this important initiative with the REACH Office, the Florida Department of Children and Families, the Florida Department of Education, Florida Digital Service, and CareerSource Florida, hereinafter referred to as “Workforce Partners.”

The strategic alignment and coordination of education and workforce initiatives includes an online opportunity portal allowing access to available state, federal, and local services, and tools. This will provide Floridians with broader access to education and training options, labor market information, career planning tools, workforce training, and education support.

The Workforce System Integration effort, hereinafter referred to as “FL WINS,” is currently under way at Commerce. A [feasibility study](#), completed in November 2021, provided alternatives and recommendations to best establish a consumer-first workforce system and improve coordination among Workforce Partners, as envisioned by the REACH Act. Additionally, the study provided a roadmap for program establishment, technical integration, and enhanced business process integration. These initiatives will take place over three to five years and set a foundation for enhanced coordination and service delivery for Floridians. FL WINS began in April 2022, and will end no later than December 31, 2026.

1.1 General Description

Contractor shall provide comprehensive, ongoing project management services for the FL WINS Program, along with ongoing strategic and programmatic support for various aspects of FL WINS development.

Contractor will be responsible for managing the FL WINS Program Management Office (FL WINS PMO), including practitioner-level maintenance and continuous improvement of the Program’s Center of Excellence, Central Repository, and Project Management Information System. Commerce is responsible for technical management and administration of the FL WINS PMO’s infrastructure. In addition to managing the FL WINS PMO, Contractor will provide staffing for project management, business analysis, and technical writing. There is not an expectation to have the FL WINS PMO Contractor staff assume any technical advisory or consultant roles for the FL WINS PMO.

1.2 Minimally Required Deliverables/Tasks

Under the direct supervision of Commerce’s FL WINS Program Director, or their designee, Contractor shall provide Commerce with project management services as follows.

1. Contractor shall designate a Senior Project Manager, a role included in this Contract’s designated Key Personnel, to oversee the FL WINS PMO. The Senior Project Manager will report to Commerce’s Program Director, or their designee, within five (5) business days of execution of this Contract and shall possess the knowledge, skills, and abilities outlined in Section 1.2.3. Contractor’s Senior Project Manager will be responsible for the following:
 - a. Managing and continuously improving the FL WINS Program’s Center of Excellence.
 - b. Managing and progressively elaborating the program management plan for the FL WINS Program which includes but is not limited to managing the scope, schedule, cost (budget), and quality in accordance with Rule 60GG-1.009(7), Florida Administrative Code, for the FL WINS Program and each of its projects.
 - c. Adhering to project management requirements established in Chapter 60GG-1, Florida Administrative Code.
 - d. Utilizing tools for project management and governance approved by Commerce.
 - e. Applying methods and tools, such as forecasting, metrics, analyses, modeling, scorecards, and dashboards, to measure, assess, and report on performance, efficiency, progress, productivity, and quality of the FL WINS Program and each project at least once per week.
 - f. Providing written weekly status reports on the 1st business day of the week on the FL WINS Program and its projects to Commerce’s FL WINS Program Director, or their designee, via email (or other method as approved by Commerce) utilizing a template approved by Commerce’s FL WINS Program Director, or their designee, regarding performance, efficiency, progress, productivity, cost, and quality. Commerce’s FL WINS Program Director, or their designee, reserves the right to request more frequent or additional updates as needed. Commerce’s FL WINS Program Director, or their designee, also reserves the right to request additional or more detailed information to be included in the weekly status reports as needed.
 - g. Preparing written monthly reports and any other publications or materials as otherwise requested by Commerce for all internal and external stakeholders using templates approved by Commerce. The monthly reports must be submitted on the 1st business day of each month and include, but are not limited to, ongoing system maintenance activities and progress made to date for each project milestone, deliverable, and task order, planned and actual completion dates, planned and actual costs incurred, and any current project issues and risks. Current monthly reports the Contractor will author and update include a monthly update to the FL WINS Program’s Operation Work Plan, Monthly Status Report, and Monthly Overview. Upon receipt and review, Commerce will provide the monthly reports to the Executive Office of the Governor’s Office of Policy and Budget, the chair of the Senate Appropriations Committee, the chair of the House Appropriations Committee, and the Florida Digital Service.
 - h. Attending, coordinating, and leading, either virtually or in-person, as requested by Commerce, a monthly meeting with FL WINS Program leadership to present a status update on the FL WINS Program and its projects.
 - i. Notifying all parties identified by Commerce immediately of any deviation in the FL WINS Program’s cost, schedule, scope, or status utilizing a method of communication approved by Commerce’s FL WINS Program Director or designee.
 - j. Working collaboratively with Commerce, other Workforce Partner Agency staff, and other contractors, as needed and at the direction of Commerce’s FL WINS Program Director or their designee, to ensure success of the FL WINS Program.

- k. Collaborating with the Transformational Change Management Office (TCMO) to ensure the FL WINS PMO change management and communications are fully integrated. The FL WINS PMO is responsible for ensuring that any programmatic communications, publications, and program updates are prepared and provided to the TCMO to be incorporated and dispursed by the TCMO to the FL WINS Program's stakeholders.
 - l. Providing direct supervision of FL WINS Program work production for all project managers who are assigned to projects within the FL WINS Program, including Commerce staff, Workforce Partner Agency staff, and contractors at the direction of Commerce's FL WINS Program Director or their designee, to ensure success of the FL WINS Program;
2. In addition to a Senior Project Manager, Contractor shall provide a dedicated team of, at a minimum, four (4) and up to 10, Project Managers within 30 business days of execution of this Contract who will each be assigned the responsibility for providing project management services for one (1) or more of the FL WINS projects, including Workgroups, as requested by Commerce. The Project Managers must possess the knowledge, skills, and abilities outlined in Section 1.2.3. The Senior Project Manager will seek approval from Commerce's FL WINS Program Director, or their designee, for each Project Manager prior to their assignment to the FL WINS Program. The Project Managers are responsible for fulfilling the deliverables and tasks as specified in Section 1.2.4.
3. Contractor shall ensure Contractor's Senior Project Manager and Project Managers who support the FL WINS Program have the following knowledge, skills, and abilities:
 - a. Bachelor's Degree in Computer Science, Information Systems, or another related field or equivalent work experience;
 - b. A minimum of five (5) years of IT and business experience including managing teams, customer service, and production project management in multi-platform environments;
 - c. A minimum of two (2) years of experience working directly with senior management;
 - d. Leadership experience in managing and completing complex projects relevant to both IT and business needs;
 - e. Demonstrated experience in leading high-profile projects;
 - f. Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management;
 - g. Experience with conducting, facilitating, and documenting requirements gathering sessions;
 - h. Demonstrated experience in collecting requirements on large-scale implementations and complex integrations;
 - i. A minimum of two (2) years of working experience with IT and project management as it pertains to program areas such as Workforce Services, Education, and/or Public Benefit Assistance, or comparable governmental area(s); and
 - j. Certification as a Project Management Professional (PMP).
4. Contractor shall maintain and continually improve the Center of Excellence supporting the FL WINS Program, which includes but is not limited to:
 - a. Maintaining and enhancing (and developing if necessary) project management procedures, tools, templates, training, and governance that are used for the FL WINS Program;
 - b. Assisting with development of any programmatic monthly, quarterly, and annual reporting needs.
 - c. Aligning the Center of Excellence to the following operational work plan components as defined by the Project Management Institute's Project Management Body of Knowledge (PMBOK), which include but are not limited to:
 - i. Project Charter
 - ii. Work Breakdown Structure
 - iii. Resource-Leveled Project Schedule

- iv. Project Spending Plan
 - v. Project Organization & Methodology
 - vi. Organizational Change Management Plan for all stakeholders
 - vii. Risk Management Plan
 - viii. Capacity Plan
- d. Maintaining and enhancing (and developing if necessary) the following project control processes into the FL WINS Program, which include but are not limited to:
- i. Progress reporting
 - ii. Issue tracking
 - iii. Contract management
 - iv. Change and configuration management
 - v. Quality control
 - vi. Testing
 - vii. Oversight
 - viii. Procurement strategy
- e. Coordination of external entities;
- f. Maintaining and enhancing governance elements into the FL WINS Program, which include but are not limited to clarifying and establishing roles, responsibilities, expected level of effort, communication channels, and escalation process at the direction of Commerce's FL WINS Program Director or their designee, to ensure success of the FL WINS Program;
- g. Providing training and project management support and coaching for Project Managers supporting the FL WINS Program at the request of Commerce's FL WINS Program Director, including Commerce employees covered under Commerce staff and contractors;
- h. Transitioning all procedures, tools, templates, training, and governance documentation developed for the FL WINS Program to Commerce within 30 business days of expiration of this Contract or upon Commerce's request; and
- i. Contractor's Senior Project Manager shall ensure Project Managers perform the following services:
- i. Establish and implement project management processes and methodologies approved by Commerce's FL WINS Program Director, or their designee, to ensure projects are delivered on time, within budget, adhere to high quality standards, and meet Commerce's expectations;
 - ii. Assemble project plans and teamwork assignments (i.e., Risk Identification and Management) utilizing a template approved by Commerce's FL WINS Program Director or their designee;
 - iii. Manage and facilitate FL WINS Program Workgroups;
 - iv. Facilitate project and FL WINS Program meetings as assigned by the Senior Project Manager or Commerce's Program Director or their designee;
 - v. Direct and monitor work efforts daily (i.e., Logistics Management);
 - vi. Create resource plans and utilization trends utilizing a template approved by Commerce's FL WINS Program Director or their designee;
 - vii. Perform quality reviews of the project management life cycle of the ongoing project to ensure Commerce is complying with Rule 60GG-1.009(7), Florida Administrative Code;
 - viii. Escalate functional, quality, and timeline issues within a specified timeframe approved by Commerce's FL WINS Program Director or their designee;
 - ix. Track key project milestones and adjust project plans and/or resources accordingly;
 - x. Coordinate with all areas of the FL WINS Program through assigned channels to communicate impacts to scope, budget, risk, and resources of the work effort being managed utilizing a template approved by Commerce's FL WINS Program Director or their designee; and

- xi. Provide written weekly status reports to Commerce’s FL WINS Program Director, or designee, via email for all the Project Manager’s assigned projects and coordinate with stakeholder(s) on action items utilizing a template approved by Commerce’s FL WINS Program Director or their designee.
- j. Delivering quality services for the FL WINS Program. Contractor will be monitored monthly to ensure quality services are being provided. Contractor shall remediate any issues raised by Commerce regarding the services being provided.

1.3 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences

Deliverable 1 – FL WINS PMO Staffing		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide staff for the FL WINS PMO as specified in Section 1.2.	Contractor shall provide a Senior Project Manager and Project Managers as specified in Sections 1.2.1 1.2.2, and 1.2.3, respectively. Contractor shall ensure that staff assigned to the FL WINS PMO meet the knowledge, skills, and abilities detailed in Section 1.2.3 at all times. Completion of this deliverable is based on review and approval by Commerce.	Failure to provide staff for the FL WINS PMO, as specified, shall result in a deduction of \$500 per day for each business day beyond the due date specified in Section 1.2.2. Failure to provide staff for the FL WINS PMO throughout the Contract period shall result in a deduction of \$500 per day for each business day the FL WINS PMO is not staffed in accordance with Section 1.2.2. Such deduction(s) shall be made from the deliverable payment(s).
Deliverable 1 Total Not to Exceed: \$\$\$\$		
Deliverable 2 – Project Management Services		
Description	Minimum Acceptance Criteria	Financial Consequences
No work shall be performed under this Deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion. Contractor shall provide project management services as outlined in Sections 1.2.1 and 1.2.4.	Contractor shall provide services as outlined in Sections 1.2.1 and 1.2.4. As evidence, Contractor shall produce monthly reports, which shall be submitted to Commerce on the first business day of each month, and weekly reports, which shall be submitted to Commerce on the first business day of the week. Completion of this deliverable is based on review and approval by Commerce.	Failure to submit each monthly report and each weekly report, as specified, shall result in a deduction of \$500 per day for each business day beyond the due date. Such deduction(s) shall be made from the deliverable payment(s).

Monthly payments will be made based on review and approval by Commerce.		
Deliverable 2 Total Not to Exceed: \$\$\$\$		

Cost Shifting: The deliverable amounts specified within Section 1.3 are established based on the Parties’ estimation of sufficient delivery of services under the Contract in order to designate payment points during the Contract Period. Prior written approval from Commerce’s Contract Manager is required for any cost shifting. Regardless, in no event shall Commerce pay costs that exceed the total amount of this Contract without an amendment to this Contract.

2.0 Staff Qualifications and Performance Criteria

Contractor shall possess the professional and technical staff necessary to perform the services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.

All management consulting services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among management consulting professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor staff shall render services identified by Commerce and shall be paid on an hourly basis.

Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the management consulting services.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, whenever on Commerce (or Workforce Partner) premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by Commerce’s employees and contractors.

2.1 Background Screenings

Commerce has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of Commerce.

Contractor or Contractor’s employees, agents, or subcontractors, who in the performance of this Contract will be assigned to work in a position determined by Commerce to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this Contract.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

In accordance with section 112.011, F.S., Contractor or Contractor's employees, agents, or subcontractors who have been convicted of Disqualifying Offenses, shall not be assigned to this Contract. Disqualifying Offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar felony or first-degree misdemeanor offenses directly related to the position sought. Screening results indicating convictions of Disqualifying Offenses will result in a contractor, contractor employee, agent, or subcontractor not being allowed to work on this Contract.

All costs incurred in obtaining background screenings shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to Commerce and will be maintained by Commerce. Commerce's Contract Manager will provide written approval/disapproval of the Contractor, Contractor's employees, agent, or subcontractor to the Contractor. Contractor, Contractor employees, agents, or subcontractors are prohibited from performing any work under this Contract until written approval is received from Commerce's Contract Manager. Commerce reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this Contract.

2.2 Staffing Changes

Contractor may make staffing changes or cost shifting of staff assigned to this Contract only with prior review and written approval of Commerce's Contract Manager. Commerce's Contract Manager must be notified in writing at least 10 calendar days prior to a potential staff change or change in roles. Contractor is responsible for training any replacement Contractor personnel of any type. Replacement personnel for any removed person shall have equal or superior experience and qualifications and are subject to Commerce's approval as provided herein. Notifications must include the candidate's name, résumé, position, title, starting date, and references. Commerce reserves the right to interview all potential staff prior to beginning work on the Contract. Commerce reserves the right to require the removal from the Contract any Contractor personnel deemed unacceptable by Commerce. Replacement contractor staff are responsible for complying with all established requirements listed in section 2.0, Staff Qualifications and Performance Criteria, and 2.1, Background Screenings. In the event of a cost shift, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall be required.

Contractor employees providing services under this Contract must receive initial security awareness training upon hire, as well as ongoing security awareness training, at least annually, to include: awareness on the confidentiality provisions of this Contract and general cybersecurity awareness, i.e., information protection, phishing attacks and email use, physical security, passwords and authentication, social engineering, social media and Internet use, and working remotely (if applicable). Additionally, these employees must receive any relevant training, including any necessary Workforce Partner trainings, required under regulatory or compliance requirements for information types to which they will gain access. Training must be approved by Commerce and facilitated at Contractor's expense, unless otherwise approved by Commerce. Contractor's staff assigned to this Contract shall use information available in any format compatible with existing Commerce software and applications only for the purpose of carrying out the provisions of the Contract. Information obtained in the performance of this Contract, such as deliverable drafts, draft schedules and strategies, contract artifacts, and state data, will be treated as confidential and will not be divulged by Contractor or Contractor's employees, agents, or subcontractors or made known in any manner to any person or entity except as may be necessary in the performance of this Contract with the express direction or consent of Commerce.

Due to the complexity of the FL WINS Program, Contractor personnel may be assigned to work in-house at different Workforce Partner locations and may be required to use Workforce Partner devices while

performing services at one of these locations in an effort to facilitate, coordinate, and maintain the continuity of a shared vision of the project objectives and ensure a successful project completion.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, whenever on Commerce, or Workforce Partner, premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by Commerce's employees and vendors.

2.3 Employment Verification (E-Verify)

A. Section 448.095, F.S., requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

2.4 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with Commerce if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel. At the time Contractor submits a bid or proposal for this Contract, Contractor must certify that it is not participating in a boycott of Israel. Commerce may terminate this Contract at its option if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In addition to the provisions in the preceding paragraph, If the value of this Contract is \$1,000,000 or more, not including renewal years, Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with Commerce if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Furthermore, at the time Contractor submits a bid or proposal for such a contract, Contractor must also certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Commerce may terminate this Contract at its option if Contractor is found to have submitted a false certification under this section 2.4, 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.

2.5 Antitrust Violations

Pursuant to section 287.137(2)(a), F.S., “a person or an affiliate who has been placed on the antitrust violator contractor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

3.0 Commerce Contract Liaisons

Commerce designates as its Contract Manager, Beverly Butler, who can be contacted by telephone at (850) 599-0321 or by email at beverly.butler@commerce.fl.gov.

Commerce designates as its Project Manager, Kent Whittington, who can be contacted by telephone at (850) 245-7406 or by email at kent.whittington@commerce.fl.gov.

4.0 Contract Period

The Contract effective date shall be the Contract execution date and shall end on February 28, 2025, unless terminated sooner. As this Contract starts in one state fiscal year and ends in another state fiscal year, it will require more than one purchase order to complete. The issuance of a purchase order in a subsequent state fiscal year does not terminate or reduce the term of this Contract.

Commerce at its discretion, may renew the Contract up to an additional three (3) one-year periods. Renewals are contingent upon availability of funds, satisfactory performance evaluations by Commerce, renewal of STC 80101500-20-1, if applicable, and shall be at the discretion of Commerce. Renewals must be in writing and are subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the Parties. Extension of the Contract shall be at Commerce’s sole discretion and in compliance with section 287.057(13), F.S.

5.0 Invoicing Instructions

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide Commerce’s Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to Commerce’s Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2

The invoice requirements of the State of Florida Reference Guide for State Expenditure are hereby incorporated by reference. The Contractor shall be paid upon submission of monthly invoices after delivery and acceptance of services.

To be payable:

- a) Invoices shall contain the State Term Contract ("STC") number, Commerce Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number, and the invoice period.
- b) Invoices must clearly reflect the number of hours worked at the hourly rate for each STC position, STC job title and the tasks that were provided during the invoice period.
- c) Invoices must include a corresponding timesheet and status report which clearly identifies the services rendered in compliance with the contract and supports the hours reported on said invoices.
- d) Invoices must be accepted and approved by Commerce.

Total invoices billed for hourly services cannot exceed \$_____.00. Travel expenditures, which are inclusive of travel, lodging, and per diem expenses, shall not exceed \$ _____.00 and will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by Commerce's Project Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link:

https://sharepoint.Commerce.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf

The procedures described in the Commerce Travel Manual are hereby incorporated by reference. Performance under this Contract, if done on an hourly basis, will not exceed the number of hours authorized per job number, job title, and scope variant as specified in Attachment A.

The State of Florida and Commerce's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature as referenced in section 287.0582, F.S., and availability of any and all applicable federal funds. Commerce shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. Commerce is permitted to negotiate terms and conditions which supplement those contained in this Contract including but not limited to negotiations over final hourly rate, prior to Contract execution.

6.0 Confidentiality and Safeguarding Information

Each Party may have access to confidential information made available by the other. Contractor shall comply with the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable State and federal laws governing the disclosure of any confidential information received by the State of Florida.

IF 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 by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Contractor shall keep and maintain public records, as defined in section 119.011(12), F.S., required by Commerce to perform of this Contract. Upon request from Commerce, Contractor shall provide Commerce 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.

Except as necessary to fulfill the terms of this Contract and with the permission of Commerce, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Commerce IT Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

Contractor shall notify Commerce in writing of any disclosure of unsecured confidential information of Commerce by Contractor, its employees, agents, or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to Commerce any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its employees, subcontractors, representatives, or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Contractor's possession or electronic interference with Commerce operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to Commerce not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Commerce's Information Security Manager, at Contractor's sole expense.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with the provisions of section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, at Contractor's sole expense, but only after receipt of Commerce's approval of the contents of the notice. If requested by Commerce, Contractor will include credit monitoring services at Contractor's sole expense for those individuals affected or potentially affected by a breach of security for a two-year

period of time following the breach. Defined statutorily, and for purposes of this Contract, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor’s obligations under this Contract or is not subject to further unauthorized use.

Upon completion of this Contract, Contractor shall transfer to Commerce all public records in possession of Contractor or keep and maintain public records required by Commerce to perform work under this Contract. If Contractor transfers all public records to Commerce upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce’s custodian of public records, in a format that is compatible with the IT systems of Commerce.

6.1 Confidentiality and Safeguarding Reemployment Assistance Information

- A. Contractor staff may have access to confidential Reemployment Assistance information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with the Contract. All Contractor staff assigned to the Contract must sign a confidentiality statement. Contractor’s confidentiality procedures must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.
- B. Any confidential Reemployment Assistance information received under this Contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
- C. Contractor and Contractor staff will adhere to the provisions of this section to protect the confidentiality of Reemployment Assistance information obtained from Commerce under the Contract against unauthorized access or disclosure and agrees:
 - (1) Reemployment Assistance information will be used only to the extent necessary to assist in the valid administrative needs of Contractor staff assigned to this Contract and shall be disclosed only for those purposes as defined in the Contract or as authorized by law.
 - (2) Any Reemployment Assistance information obtained from Commerce shall be stored in a place physically secure from access by unauthorized persons.
 - (3) Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.
 - (4) Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
 - (5) Contractor will instruct all personnel granted access to Reemployment Assistance information provided by Commerce regarding the confidential nature of the information, the safeguards and requirements of this section, and the provisions

specified in sections 443.1715, F.S., and 20 CFR Part 603.

- (6) Contractor will take precautions to ensure that only authorized personnel who have a recognized need to know, as attested by the Contractor, are given access to the Reemployment Assistance information.
 - (7) Contractor understands and agrees the provisions of these terms and conditions regarding the requirements to safeguard Reemployment Assistance information are considered material conditions of the Contract.
- D. Contractor shall permit Commerce, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections of records relevant to the purchase order, to ensure compliance with section 443.1715, F.S., 20 CFR Part 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of the Contractor's compliance with these terms and conditions and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of the purchase order.
- E. All data, both electronic and hard copies, received by the Contractor or Contractor staff from Commerce during the Contract are the property of Commerce and must be, at Commerce's discretion, surrendered to Commerce or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to Commerce.
- F. Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information or any other data provided by or otherwise relating to Reemployment Assistance applicants due to security incidents, breaches, or intrusions of Commerce networks, systems, applications, databases, environments, or materials not owned or controlled by the Contractor.

7.0 Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Commerce.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right, provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Contractor's products or Commerce's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure Commerce the right to continue using

the product, Contractor shall remove the product and refund Commerce the amounts paid in excess of a reasonable rental for past use. Commerce shall not be liable for any royalties.

Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Commerce giving 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. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

8.0 Termination

8.1 Termination Due to the Lack of Funds

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, Commerce may terminate this Contract upon no less than 24 hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

8.2 Termination for Cause

Commerce may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, as determined solely by Commerce, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Section 287.1351, F.S., governs the procedure and consequences of default. Contractor shall continue work on any work not terminated. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Contract.

8.3 Termination for Convenience

Commerce, by written notice to Contractor, may terminate the Contract in whole or in part when Commerce determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

9.0 Financial Consequences for Non-Performance:

Financial consequences shall apply for non-performance of the contract by a Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by Commerce. In addition:

In the event that a deliverable is deemed unsatisfactory by the Commerce, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to Commerce, within the timeframe established by Commerce.

Continued Contractor inability to perform under the conditions of the Contract, may result in default proceedings.

Failure to respond to a Commerce request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

9.1 Financial Consequences for Failure to Comply with Purchase Order Requirements:

In addition to those remedies outlined in Section 9.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Commerce purchase order, Contractor shall pay to Commerce financial consequences for such failures, unless Commerce in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Contract will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the purchase order. This amount shall be reflected as a credit on the invoice submitted to Commerce. Commerce at its sole discretion shall determine when the Contractor is failing to comply and Commerce at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

10.0 Exceptions to Application of the Financial Consequences Provision of the STC:

Contractor may be excused for failing to provide qualified staff as required by the terms of this Contract (hereinafter "services") if such failure is beyond the control of Contractor and is approved, in writing, by Commerce. Excusals may be approved for such events as, but not limited to:

- a) Acts or omissions of Commerce, any other State agency, or third parties other than Contractor's subcontractors providing services to or for Commerce;
- b) Announcement of new legislation affecting services;
- c) Unofficial media announcements relating to state/federal changes to legislation; or
- d) Federal guidance impacting services.

Contractor shall advise Commerce in writing as soon as possible after learning of any circumstance or occurrence which has affected or will affect Contractor's ability to achieve any of the required services. In no event shall notice to Commerce be provided more than 72 hours after such circumstance or occurrence. Commerce shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable.

11.0 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include the terms and conditions of this solicitation, and any addenda to it, Commerce's Vendor Core Contract, Contractor's response, purchase orders issued in accordance with the Contract, STC 80101500-20-1, MyFloridaMarketplace (MFMP) Purchase

Order Terms and Conditions, and the contract issued as a result of this RFQ. This Scope of Work will supersede Contractor's response in the event of any conflicting provisions.

Commerce reserves the right to make modifications to this Contract if it is deemed to be in the best interest of Commerce or the State of Florida.

Commerce reserves the right to issue a purchase order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The purchase order will incorporate, the MFMP Purchase Order Terms and Conditions, this Scope of Work, and any Attachments and Addenda thereto, STC 80101500-20-1, and the relevant portions of the Contractor's Response. Any pre-printed purchase order terms and conditions included in the Contractor's forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the purchase order/Contract, the order of precedence for the documents is as follows:

1. Scope of Work including any Attachments and Addenda
2. Commerce Vendor Core Contract
3. STC 80101500-20-1
5. Purchase Order
6. MFMP Purchase Order Terms and Conditions
7. Contractor's Response

12.0 Governing Laws

Contractor agrees that this Contract is executed and entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

13.0 Non-Disclosure

Contractor and Contractor staff shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of Commerce. Contractor and Contractor staff shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and Commerce may avail itself of all appropriate legal and equitable remedies.

14.0 Conflicts of Interest

Contractor staff assigned to this Contract shall not participate in any matter that would inure to Contractor or Contractor staff's special private gain or loss, or which he or she knows will inure to the special private gain or loss of any relative or business associate. Contractor staff assigned to this Contract shall disclose to Commerce's Contract Manager any conflicts of interest that arise during the performance of this Contract. Commerce has the ultimate authority to determine if a conflict of interest exists. For purposes of this section, conflict of interest includes a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest. Violation of this section may constitute a material breach of the Contract, and Commerce may avail itself of all appropriate legal and equitable remedies.

14.1 Conflict of Interest for the Award of this RFQ

Pursuant to Section 287.057(19), F.S., the Contractor, any firm Contractor has any interest in, and any subcontractors performing services as part of this Contract may be excluded from the award of future procurements dealing with the specific subject matter of this Contract.

15.0 Unknown, Unanticipated, Unspecified Tasks

During the term of the Contract, Commerce reserves the right to negotiate with the Respondent for the provision of additional commodities and/or services within the general scope of the initial Contract. At such time, if Commerce and the Contractor successfully negotiate cost, schedule, deliverables, etc., the Contractor will provide a written proposal to Commerce. Commerce reserves the right to utilize other pricing sources available to ensure that it is receiving competitive market rates for additional products/services.

All additional services requested and approved by Commerce shall be done in the form of a Contract Amendment and/or change order. The Contractor is not authorized to provide/commence any additional product/services until Commerce's project manager/contract manager has secured all required state, federal, and other applicable approvals necessary to issue a written Contract Amendment and/or change order executed by Commerce.

16.0 Submission of Responses

1. Responses must be submitted electronically through the MFMP. Commerce anticipates the issuance of one (1) contract for services under this procurement. However, Commerce reserves the right to issue multiple contracts if doing so is believed to be advantageous to Commerce and the State of Florida. Commerce, at its sole discretion, shall determine whether multiple contracts will be issued. The Response must include:
 - a. Introductory Letter. The letter shall include:
 - i. An executive summary that demonstrates the Respondent's and proposed team members' previous experience with Workforce Systems and/or technology projects of similar size and nature.
 - ii. Descriptions of the company background and experience relevant to Section 1.2.3.
 - iii. Confirmation that the identified full-time Respondent staff will be dedicated to the Program and the FL WINS projects full-time, conducting their work Monday through Friday during the normal business hours of 8:00 a.m. to 5:00 p.m. Eastern Time.
 - iv. The length of time the Response is valid, which shall be no less than 180 days.
 - b. Services Response. The Services response section must include details on how the Respondent intends to complete the tasks and deliverables in the Scope of Work.

- c. Resumes and Experience. The resume for each proposed Key Personnel team member shall:
 - i. Include a detailed and accurate resume of each Key Personnel’s experience and qualifications (limited to three (3) pages per personnel).
 - ii. Identify the percentage of time Key Personnel will devote to this Contract versus other contracts or work of any kind.
 - iii. Provide a description that the company and team have previous experience with large scale projects with similar scope and services, specifically Workforce Development programs or programs with large, multi-component systems, in the last five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Respondent and/or team served under each.
 - iv. Provide evidence of the previous experience with projects of a similar scope and service, which includes project plans, reports, and letters describing the work performed and the results of the work. This should include, at a minimum, three (3) client references with contact information included, using Attachment 2. Commerce will not be considered a client reference for purposes of this RFQ.
 - d. Cost Response. The Cost Response shall include:
 - i. A proposal for a pricing approach to complete each deliverable, along with the corresponding job title, estimated hours, and hourly rate to provide all services and deliverables specified in this RFQ.
 - ii. Pricing approach that does not exceed the Respondent’s STC rates.
 - iii. A completed Attachment One, Cost Page in its entirety.
2. Responses are due according to the schedule below.

Activity	Anticipated Date
Issue RFQ	09/22/2023
Deadline to submit written questions via MFMP	10/02/2023 @ 3:00 p.m. Eastern
Anticipated answers to submitted questions	10/9/2023
Deadline to submit response using MFMP	10/23/2023 @ 3:00 p.m. Eastern
Anticipated award date	11/6/2023
Anticipated Contract start date	11/12/2023

ATTACHMENT A

COST PAGE

The Respondent must propose a fixed rate for each of the tasks identified in the RFQ and Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work. Rates may not be in excess of the rates provided in STC 80101500-20-1. The Respondent shall complete all sections of the Cost Page for each task/deliverable, review the proposal for accuracy, and ensure it is signed by an authorized representative. This individual must have the authority to bind Respondent. All deliverable fields in Attachment A, Cost Page must be completed, and no changes can be made to the deliverable titles listed. If any deliverable rates are left blank, the Cost Page will be reviewed based on the deliverables offered. If multiple rates are proposed for the deliverable, or if any changes are made to the deliverable titles listed, the Cost Page will be disqualified.

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
YEAR ONE				
(Contract Execution – June 30, 2024)				
Job Title	TOTAL ESTIMATED HOURS (h)*	ESTIMATED NUMBER OF EMPLOYEES NEEDED	FIXED HOURLY RATE (rate)	ESTIMATED A HOURS TIMES HOURLY RATE (h) x (rate)
Principal			\$	\$
Senior Consultant			\$	\$
Consultant			\$	\$
Junior Consultant			\$	\$
Program & Administrative Support			\$	\$
TOTAL				\$

*Total Estimated Number of Hours is the overall number of hours required for each Job Title to complete each task.

Deliverable	Hours	Total Cost
Deliverable 1 – FL WINS PMO Staffing		\$
Deliverable 2 – Project Management Services		\$
TOTAL		\$

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
YEAR TWO				
(July 1, 2024 -- February 28, 2025)				
Job Title	TOTAL ESTIMATED HOURS (h)*	ESTIMATED NUMBER OF EMPLOYEES NEEDED	FIXED HOURLY RATE (rate)	ESTIMATED HOURS TIMES HOURLY RATE (h) x (rate)
Principal			\$	\$
Senior Consultant			\$	\$
Consultant			\$	\$
Junior Consultant			\$	\$
Program & Administrative Support			\$	\$
TOTAL				\$

*Total Estimated Number of Hours is the overall number of hours required for each Job Title to complete each task.

Deliverable	Hours	Total Cost
Deliverable 1 – FL WINS PMO Staffing		\$
Deliverable 2 - Project Management Services		\$
TOTAL		\$

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT C
Commerce Vendor Core Contract

I. CONTRACTOR AND COMMERCE AGREE:

- A. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):
1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 - a. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
 - b. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that Commerce may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
 - c. Contractor shall perform all tasks contained in the Scope of Work.
 - d. Receipt by Contractor of Commerce's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and Commerce shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
 - e. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
 - f. Renewal and Extension: If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by Commerce, and at the discretion of Commerce. Costs for any renewal may not be charged. Renewal and/or extension of the contract shall be at Commerce's sole discretion and in compliance with section 287.057(12), F.S. This Contract may not be renewed.
 - g. If Contractor fails to perform in accordance with the Contract, Commerce shall apply the financial consequences specified herein.
 - h. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through Commerce. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Commerce -controlled intellectual property right shall be handled in the manner specified by applicable state statute.

B. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.
- b. If applicable, Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- e. Public Entity Crime: Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public

entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment C.

- f. Advertising: Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from Commerce, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. Sponsorship: As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
- h. Mandatory Disclosure Requirements:
 - 1) Conflict of Interest: This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
 - 2) Convicted Vendors: Contractor shall disclose to Commerce if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 - 3) Vendors on Scrutinized Companies Lists: In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria, or engaged in business operations with the government of Venezuela.
 - a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Contract for cause if Contractor is found to have submitted a false

certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.

If Commerce determines that Contractor has submitted a false certification, Commerce will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Contractor. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of Commerce's determination of false certification by Contractor.

- b) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- 4) Discriminatory Vendors: Contractor shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
 - a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
 - b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
 - c) submit bids, proposals, or replies on leases of real property to a public entity;
 - d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or
 - e) transact business with any public entity.
- i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.
- j. Information Release:
 - 1) Contractor shall keep and maintain public records required by Commerce to perform Contractor's responsibilities hereunder. Contractor shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Contract, Contractor shall transfer, at no cost, to Commerce all public records in possession of

Contractor or keep and maintain public records required by Commerce to perform the service. 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 Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

- 2) If Commerce does not possess a record requested through a public records request, Commerce shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.
- 3) Commerce does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of Commerce. Contractor is prohibited from using contract information, sales values/volumes and/or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.
- 4) Contractor acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to Commerce under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.
- 5) If Contractor submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Contractor prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as Contractor waiver of a claim of exemption. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to Commerce upon termination of the Contract.
- 6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- 7) In addition to Contractor's responsibility to directly respond to each request it receives for records made or received by Contractor in conjunction with this Contract and to provide the applicable public records in response to such request, Contractor shall notify Commerce of the receipt and content of such

request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day from receipt of such request.

- 8) Contractor shall notify Commerce verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Contractor shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- 9) **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 by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Economic Opportunity Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

k. Funding Requirements. Intentionally Blank.

2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, et seq., and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - 1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - 2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq., which prohibits discrimination on the basis of race, color or national origin.
 - 3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - 4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.
 - 5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, et seq., which prohibits discrimination on the basis of age.
 - 6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
 - 7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

- 8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- 9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- 10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
- 11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- 12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment C of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment C of this Contract.

- 14) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 15) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- 16) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- 17) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- 19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- 22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

C. Contractor Payments:

1. Contractor will provide Commerce's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures (State Expenditures Reference Guide) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period/Deliverable. Commerce or the State may require any additional information from Contractor that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At Commerce's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices may be submitted to the Commerce Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. Commerce has twenty (20) days to deliver a request for payment

(voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Contract.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>

D. Final Invoice:

Contractor shall submit the final invoice for payment to Commerce no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

E. Return or Recoupment of Funds:

1. Contractor shall return to Commerce any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by Commerce. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from Commerce. In the event Commerce first discovers an overpayment has been made, Commerce will notify Contractor by letter. Should repayment not be made in a timely manner, Commerce shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to Commerce Contract Manager and made payable to the "Department of Commerce."
2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to Commerce or the State of Florida, Commerce can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to Commerce within thirty (30) days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe.

F. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

G. Audits and Records:

1. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Contract.
3. Contractor will provide a financial and compliance audit to Commerce, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents upon request of Commerce. Additional federal requirements may be identified in the Scope of Work.
5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H. Employment Eligibility Verification:

1. Section 448.095, F.S., The State of Florida requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this contract.

- I. Duty of Continuing Disclosure of Legal Proceedings:
 1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to Commerce's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
 2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
 3. Contractor shall promptly notify the Commerce's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the Commerce's Contract Manager all reasonable assurances requested by Commerce to demonstrate that:
 - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
 - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

- J. Assignments and Subcontracts:
 1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of Commerce. Any sublicense, assignment, or transfer occurring without the prior approval of Commerce, shall be null and void.
 2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If Commerce permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend Commerce against such claims.
 3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. Commerce may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or

agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. Commerce may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that Commerce may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and Commerce in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. Commerce shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

K. Purchasing:

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), 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 subsections

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.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

2. Products Available from the Blind or Other Handicapped (RESPECT): In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection 413.035(2), 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, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), 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 the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

L. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

M. Nonexpendable Property:

1. For the requirements of this Section of the Contract, "nonexpendable property" is the

- same as “property” as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer’s serial number(s), date of acquisition, and the current condition of the item.
 3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from Commerce.
 4. Immediately upon discovery, Contractor shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
 5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
 6. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget.
 7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of the Contract unless otherwise authorized in writing by Commerce.
- N. Information Resource Acquisition:
Contractor shall obtain prior written approval from the appropriate Commerce approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.
- O. Insurance:
During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30)

days of the effective date of the Contract, Contractor shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Contract Number. Copies of new insurance certificates must be provided to Commerce's Contract Manager with each insurance renewal.

Commerce shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

P. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of Commerce, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible

- parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either Commerce's network or any Commerce applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Commerce Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
 6. Contractor shall notify Commerce in writing of any disclosure of unsecured confidential information of Commerce by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to Commerce any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Contractor's possession or electronic interference with Commerce operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to Commerce not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Commerce's Information Security Manager.
 7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of Commerce's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- Q. Warranty of Ability to Perform:
- 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 Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Contract.

R. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of Commerce and must be surrendered to Commerce upon expiration, termination or cancellation of this Contract at no cost to Commerce.
2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify Commerce. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

S. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind Commerce unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be

considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. Unless justified by Contractor and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. Commerce shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

T. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/> Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND Commerce AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes to this Contract necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by Commerce. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, Commerce may terminate this Contract upon no less than twenty-four (24) hours' notice in writing

to Contractor. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

Commerce may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Contractor shall continue to perform any work not terminated. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

Commerce, by written notice to Contractor, may terminate this Contract in whole or in part when Commerce determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by Commerce, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Contractor files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Contractor to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Contractor is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Commerce.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided,

however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Contractor's products or Commerce's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure Commerce the right to continue using the product, Contractor shall remove the product and refund Commerce the amounts paid in excess of a reasonable rental for past use. Commerce shall not be liable for any royalties.

3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Commerce giving 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. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under this Contract, regardless of the basis on which the claim is made, Contractor's liability under this Contract for direct damages shall be limited to the greater of \$100,000 or three times the total dollar amount of the Contract. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract, Commerce shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to 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 Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph,

Contractor shall notify Commerce 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 creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE 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. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Commerce 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, Contractor shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Contract to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or 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.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

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Attachment D
CERTIFICATIONS AND ASSURANCES

Commerce will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

1. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
2. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
3. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
4. Certification Regarding Public Entity Crimes, section 287.133, F.S.
5. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
6. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that Commerce and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Commerce immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)