SCOPE OF WORK

Either a two-party contract or a Purchase Order will be issued between the State of Florida, Department of Economic Opportunity, hereinafter referred to as "DEO" and _____, hereinafter referred to as "Contractor." DEO and Contractor may be referred to herein individually as a "Party" and collectively as "the Parties."

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; General Services Administration (GSA) Schedule 70 Multiple Award Schedule; Information Technology Equipment, Software and Services (if applicable); 43230000-NASPO-16-ACS (if applicable); 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.

Important dates/times related to Request for Quote (RFQ) events are listed below. All times are Eastern Standard Time and are subject to change.

DATE	TIME	EVENT
11/15/2022	5:00 p.m.	Release of RFQ
11/21/2022	3:00 p.m.	Technical Questions due to DEO (via email – ProcurementResponse@deo.myflorida.com)
11/23/2022	5:00 p.m.	DEO Responds to Technical Questions (Anticipated)
12/14/2022	3:00 p.m.	Quotes due GSA eBuy or MyFloridaMarketPlace AOD
12/19/2022	5:00 p.m.	DEO selects Contractor for Services (anticipated)
12/30/2022	5:00 p.m.	Anticipated Contract start date

1.0 General Description and Purpose of this RFQ

DEO is in need of a Contractor to provide business rules engine, integration platform, and mobile-responsive user interface solutions as well as software configuration, installation, and integration services in which the Contractor uses its technical expertise to enable and confirm interoperability of the Reemployment Assistance Claims and Benefits Information System's ("the System") future infrastructure for modernization. The Contractor will design, develop, implement, and operate a business rules engine, integration platform, and mobile-responsive user interface, and provide ongoing support and services to assist DEO and vendors identified by DEO in connecting and communicating with the integration platform. These efforts will allow DEO to secure services which can interoperate and communicate without relying on a common platform or technology. Connecting services, systems, and infrastructures and developing integration standards are the next steps for advancing the System's maturity and System modularity for modernization.

Any reference herein to "the System" includes the current and future state for modernization and includes interfaces, applications, and other systems that exchange data with the Reemployment Assistance Program.

1.1 Background

In collaboration with its partners, 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. In support of this mission and vision, DEO maintains the System commonly referred to as "CONNECT." The System serves as the central repository to file, track, view, and process Reemployment Assistance claims. The System functions as the core benefits administration platform for DEO staff, claimants, and employers and Third-Party Administrators (TPA). The System provides online access to apply for benefits, view and track claims, set up payment information, respond to fact-finding requests, and protest and appeal eligibility determinations. For employers, the System allows access to respond to and protest inquiries regarding claimants receiving Reemployment Assistance benefits. Additionally, the System allows employers to grant TPAs access to perform specific administrative functions.

In response to the impact on the System throughout the COVID-19 pandemic, DEO partnered with a third-party contractor to perform a study to include assessment of the Reemployment Assistance Benefits Information System built in 2013, actions taken to stabilize the performance of the System in 2020, and compare solution options to enable immediate usability improvements and a sustainable continuous modernization path. On February 26, 2021, the [Final Report for Improved Delivery of Reemployment Assistance Benefits](#) ("Final Report") was published, and includes a recommended approach and implementation roadmap for future modernization efforts. The Final Report is incorporated herein by reference. The recommendations divide modernization initiatives into realistic, viable, and achievable projects and includes the acquisition of third-party services to support the efforts and initiatives referred to as the Reemployment Assistance Modernization Program ("Modernization Program"). The goals of the Modernization Program are to:

1. Implement immediate System performance and functional improvement needs while positioning DEO with a secure, scalable, and sustainable System architecture and agile support processes.

2. Have a System that is efficient, scalable, and meets the needs of providing benefits to protect workers who lose their job through no fault of their own.

3. Achieve Reemployment Assistance national prominence, as measured through the federal core measures, program integrity measures, and Secretary standards required by the U.S. Department of Labor.

4. Improve access and equity in the delivery of Reemployment Assistance benefits.

5. Sharpen the Reemployment Assistance program's focus on outcomes and accountability.

6. Promote Floridians' self-sufficiency.

7. Have a System that is capable of responding rapidly to changes in law and economic conditions.

8. Reduce cyber security risk and potential for fraud.

9. Improve information flow with claimants, employers, and TPAs to make quicker decisions.

10. Improve Reemployment Assistance program quality, accountability, performance, and integrity.

11. Leverage new technologies to improve claimants, employers, and TPAs' overall experience with the Reemployment Assistance program, including reducing the amount of time it takes to file a claim for benefits.

12. Improve efficiencies and effectiveness in managing claim workload and being better equipped to

handle unexpected spikes in the number of claims that may result from emergencies, disasters, or economic factors.

13. Eliminate manual, error-prone, labor-intensive processes.

14. Enhance System usability including accessibility.

15. Reduce maintenance and support time and costs.

16. Incorporate technical standards (e.g., software development standards, database standards, and interface standards) and modern technologies.

17. Seamlessly integrate with other internal/external IT assets.

18. Modernize real time and batch interfaces, which include but are not limited to Employ Florida (WITS), SSA, IRS, NDNH, SIDES, SAVE, ICON, FDHSMV, and all other systems exchanging data with the Reemployment Assistance program.

The Modernization Program includes 19 projects which are grouped into the following categories: infrastructure, software, data and analytics, and security, as summarized in Table 1, Anticipated Projects Supporting the Reemployment Assistance Modernization Program. All 19 projects are required to be completed by June 30, 2023.

The selected Contractor will have the overarching responsibility of orchestrating and coordinating activities to ensure interoperability of the business rules engine, integration platform, and mobile-responsive user interface solutions, which are collectively referred to as "the Technology Solutions," and to ensure successful implementation of the overall Modernization Program via the activities and deliverables detailed in Section 2.0 and Section 3.0. DEO formally launched the Modernization Program in July 2021 and has made several significant strides across multiple projects. For more information about the status of each in-flight project, please visit the [Modernization Program website](http://www.floridajobs.org/RAModernization) (www.floridajobs.org/RAModernization).

Table 1 Anticipated Projects Supporting the Reemployment Assistance Modernization Program

Project Name	Description
Infrastructure	
Cloud Migration	Complete planning for remaining migration, readiness activities, and migration of the System's infrastructure from the State Data Center and Disaster Recovery sites to a Cloud Service Provider using an Internet as a Service hosting model. Included within the migration project is the selection and implementation of a new document storage solution and document generation solution.
Cloud Application Performance Management	Provide application performance management, including functionality like root cause analysis, custom dashboards showing key performance indicators to communicate performance at-a-glance, and system monitoring with clearly defined thresholds when remedial action must occur and then defining those actions.
Cloud Contact Center as a Service	Replace or migrate the current Reemployment Assistance Customer Service Center solution with a cloud-based contact center solution. The new solution should be able to replace the current phone system and Interactive Voice

	Response system. This project was previously included in the Cloud Migration project identified in the Final Report.
SDLC - DevOps	Ensure the completeness and correctness of the application design documentation, related artifacts, and dataflow diagrams for the System, ensure that a process is in place that aligns the System's functionality with management's business requirements, including secure development best practices (DevSecOps, SSDLC), and integrate the new DevOps environment with ServiceNow.
Software	
.NET and ORM Upgrade	Establish a solid architectural basis in support of continuous system modernization by upgrading the System application to the latest version of the .NET Framework and defining a new architecture based on .NET Core and upgrade the Object Relational Mapping software to the most current version. This project was closed out in November 2022.
SOA and API Layer	Establish a solid architectural basis in support of the continuous modernization by defining a new architecture based on .NET Core, Web API framework, and a service-oriented architecture for the modernized System application.
Rules Engine	Establish a subset of business rules into a user-visible and user-maintainable business rules engine that will allow for additional rules to be established during continuous modernization. This will allow both maintaining business rules and developing new business rules without requiring code changes and subsequent deployments.
Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Software Transformation	Establish an agile and incremental solution to provide mobile-responsive user interfaces for all System users and claims processing workflows that interfaces with or is integrated within the existing System and can be further enhanced in the future to enable reengineered business processes, to streamline all Reemployment Assistance claim information and claimant and employer data.
Systems and Software Integration Procurement	Procure the contractual services of a third-party System and Software Integration services provider with experience in strategic planning, design, development, and integration for large multi-component system modernization efforts.
Strategic Planning Office	Enable DEO to maintain focus and direction across all projects within the program. Serves as a single point of contact for budget, scope, and status reporting.
Independent Verification and Validation Procurement	Procure the contractual services of a third-party consulting firm with experience in conducting Independent Verification and Validation assessments to provide these services for the Reemployment Assistance modernization and mobile-responsive transformation project.
Reemployment Assistance Help Center	Includes the development of a front-end website that is a one-stop site for citizens/claimants to find answers to commonly asked questions and to enable easy navigation through all Reemployment Assistance processes and related

	documentation. Phase one of this project is limited to informational and navigational web page content development. Phase two of this project includes citizen master data management and data analytics to ensure that citizens have a complete view of all their current and historical information. This project was closed out in December 2021.
Data and Analytics	
Data Warehouse	Establish a cloud-hosted data warehouse designed for reporting purposes. The warehouse will establish a single source of truth for customers, be independent of batch cycles, and maintain historical transactions. This project was closed out in January 2022.
Reporting Project	Rewrite all system reports and write any additional reports, as requested, using the existing data warehouse as a source of reporting data.
Archival and Purge Project	Establish a process and execute archival and purge of data in both the production database and file store.
Master Data Management and Interoperability Project	Create a data catalog and data dictionary to enable standardization of data elements and interoperability across business units and other Departments per Florida Digital Services (FLDS) and section 282.206, F.S., requirements.
Security	
Security Architecture Review Services Project	Application security architecture services will ensure the application, underlying platform, and associated operations and development processes meet modern application security standards. Incorporating appropriate security controls from early in the application and system development lifecycle ensures security is inherent to the application and avoids incurring significant risk to users and prevents major costs from rework needed to meet security and compliance needs later. This project was closed out in October 2022.
Identity Management and Access Control Project	Acquire and integrate an identity and access management control service for utilization by all users of the System. This project includes the updating of identity management policies and procedures as well as any necessary migration of existing user accounts and roles to the new service. The first phase, focused on claimants, was closed out in September 2021.
Security Architecture Audit Services Project	Perform a technical audit consisting of a system, platform, application, and network hardening review, including a penetration testing engagement with scope involving, at a minimum, all application user and administrative interfaces, a sampling of all application environments and tiers, critical application infrastructure, access management platform, and staff resources.

During the 2021 Legislative Session, the Florida Legislature directed and provided funding for DEO to undertake a sustainable, continuous modernization effort of the Reemployment Assistance Claims and Benefits Information System to implement immediate system performance and functional improvement needs while positioning DEO with a secure, scalable, and sustainable system architecture and agile support processes.

1.2 The Federal/State Unemployment Insurance Program

DEO's mission is to assist 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's Division of Workforce Services provides services to enhance Florida's labor force and has three goals to establish long-term change, including modernizing the state's Reemployment Assistance (also known as Unemployment Insurance or Unemployment Compensation) program and creating an integrated customer-focused workforce system.

America's unemployment compensation program originated in 1935 as part of the Social Security Act. Its objectives are to help unemployed workers get through temporary, involuntary unemployment and to support the business community in anticipation of economic downturn. In Florida, DEO strengthens the state's economy by providing the workforce development component of the Governor's priorities to improve Florida's education system, economic development and job creation, public safety, and public integrity.

Federal and State governments have a shared responsibility for administering the program in all fifty (50) states, District of Columbia, Puerto Rico, and Virgin Islands. Each state legislates its own tax structure, qualifying requirements, benefit levels, and disqualification provisions. However, State law must conform to federal requirements. The U.S. Department of Labor (USDOL) ensures that state laws meet all requirements for approval. Therefore, any solutions selected by DEO must meet Federal requirements and allow modifications specific to Florida.

1.3 Florida's Current Reemployment Assistance Claims and Benefits Information System

DEO administers Florida's Reemployment Assistance program. The current System was deployed in 2013 to provide a modernized, web-based system and to replace a legacy mainframe system. It is used by DEO staff, claimants, employers, and TPAs, and serves as the central repository to track, view, and file Reemployment Assistance claims. The System functions as the core benefits administration platform for DEO staff and provides online access for claimants to apply for benefits, view and track claims, set up payment information, and file an appeal. For employers, the System allows access to inquiries regarding claimants for response and to protest a benefit charge or file an appeal. Additionally, the System allows employers to grant TPAs access to perform specific functions.

The Department of Revenue (DOR) administers the Reemployment Tax program, and registers employers, collects the tax and wage reports due, assigns tax rates, and audits employers. DOR operates the System for Unified Taxation (SUNTAX), which is where Reemployment tax data is housed. DOR's SUNTAX system and DEO's System are interconnected and any change to either system could impact Reemployment Assistance benefit payments.

The System is primarily developed in .NET using an Oracle database, and it resides within the State Data Center. The System is based on the Unemployment Framework for Automated Claim and Tax Services system (uFACTS), which is also deployed in Massachusetts and New Mexico. As a result, a reduced-scope solution was deployed in 2013. Since the deployment, DEO has been focused on resolving a backlog of technical issues and adding required functionality while accumulating technical debt across 75 proprietary products that make up the System. The System covers today's basic needs, but workarounds, including manual databases, spreadsheets, tickler lists, and desk procedures have been put in place to keep up with changes. It is critical for DEO to be able to improve the timely delivery of Reemployment Assistance benefits to effectively serve eligible claimants.

The following are examples of challenges with the current System:

1. Problematic to enhance or modify the existing System, and System maintenance requires extensive programming to incorporate changes.

2. Significant parts of the System's processing are performed in batch mode overnight, lessening responsiveness and timeliness to customers.

3. Offers minimum self-service functionality.

4. Not customer-centric.

5. Not mobile-friendly or responsive for mobile devices.

6. Applications have been continually updated because of mandated legislative and USDOL changes, which has made the System difficult to maintain from a programming perspective.

7. Cost of maintaining the applications is high due to the complexity of the data structures and code constructs, as well as the hardware.

8. As a result of the increased volume and data, DEO has suspended the use of any proactive campaigns and SMS messaging advising claimants of recent payments, reminders to claim weeks or fact finding, appeals hearings, and disabled virtual IVR self-service capabilities.

The nature of how the administration of the Reemployment Assistance program is federally funded presents a challenge to the state of Florida to do more with less and creates the opportunity to maximize services and technology to address operational inefficiencies. Therefore, DEO is seeking integration services that satisfies both state and federal requirements. A modular, integrated System is vital to DEO's future success and represents a critical step in delivering Reemployment Assistance services to customers with an overarching objective of getting Floridians back to work as quickly and efficiently as possible.

1.4 Procurement Restrictions Related to the Modernization Program

The Contractor awarded this contract is precluded from being awarded any other contract for projects included in Table 1. The Contractor, including any subcontractors or company affiliates to the Contractor, is/are also precluded from entering into a subcontractor relationship for future Modernization Program solicitations unless that subcontract is solely for the provision of hardware and/or software.

Any contract award remains subject to the restrictions placed on actual or potential organizational conflicts of interest as described in Chapter 48 Code of Federal Regulation (CFR) and section 287.057(17), F.S.

1.5 Summary of Requested Services

DEO is in need of a Contractor to provide business rules engine, integration platform, and mobile-responsive user interface solutions as well as software configuration, installation, and integration services in which the Contractor uses its technical expertise to enable and confirm interoperability of the System's future infrastructure for modernization. The Contractor will design, develop, implement, and operate a business rules engine, integration platform, and mobile-responsive user interface, and provide ongoing support and services ("Support Services") to assist DEO and vendors identified by DEO in connecting and communicating with the integration platform. Support Services includes, but is not limited to:

1. Providing technical expertise to enable and confirm interoperability of the Technology Solutions.

2. Analyzing, overseeing, monitoring, testing, and assuming the responsibilities for the successful integration of the Technology Solutions.

3. Documenting the existing technical requirements and specifications of the Technology Solutions.

4. Analyzing the existing technical requirements and specifications of the Technology Solutions.

5. Designing, developing, and implementing the Technology Solutions.

6. Providing ongoing support and services to assist DEO and vendors identified by DEO in connecting and communicating with the Technology Solutions.

7. Using Contractor's technical expertise to integrate and confirm interoperability of the Technology Solutions with the System.

The analysis of the Technology Solutions will determine what technical requirements and specifications need to be improved to increase the effectiveness and efficiency of the System and assist DEO with acquiring software and hardware for the Technology Solutions that support the Modernization Program. At a minimum, DEO seeks Support Services that:

1. Promotes System modularity.

2. Leverages the existing System's functions to advance the business operations of the Reemployment Assistance Program.

3. Promotes individual function/component substitution, testing, scaling, and deployment.

4. Has components that are evolvable from a business and technology perspective.

5. A centralized communication hub and foundational platform for the System in which all existing and future System modules, data, and event triggers will communicate and integrate.

6. Connection to and communication paths with the System by integrating into the Integration Platform Solution.

7. Planning, scheduling, testing, and validating connection to the Integration Platform for all existing and future module vendors.

8. Improved quality of services, as measured by USDOL's Core Measures.

9. Reduced administrative burden and cost.

10. Adoption and implementation of best practices from similar System environments.

The Contractor is responsible for ensuring that the Technology Solutions integrate properly and seamlessly with the System, applications, interfaces, and other systems that exchange information with the Reemployment Assistance Program.

DEO seeks a qualified Contractor with verifiable, successful experience with implementing, integrating, overseeing, monitoring, documenting technical requirements, and testing for a large multi-component system while undergoing large-scale modernization efforts. The Contractor will work in partnership with DEO, DEO's Strategic Planning Office (SPO), DEO's contractor providing Independent Verification and Validation (IV&V) services, and DEO's contractor providing System and Software Integration services. Contractor will also work with vendors providing products and services for the modernized System.

Due to the Modernization Program's size and complexity, DEO requires the Contractor to bring resources across all necessary disciplines required to manage technology risks and oversee technical implementation of the Technology Solutions.

1.6 Data Privacy and Cyber Security

All Modernization Projects must support the following baseline data privacy and cyber security requirements and specifications:

1. Be hosted in DEO's Azure Government cloud or, for any selected cloud service not hosted in DEO's Azure Government cloud, must have already attained, or will attain, FedRAMP Authority to Operate (ATO) at the "Moderate" impact level or higher within 10 months of contract execution.

2. Utilize application security best practices and standards, with leading sources of guidance being DEO policies and practices, Chapter 60GG-2, Florida Administrative Code ("F.A.C."), Chapter 60GG-4 F.A.C., Cybersecurity and Infrastructure Security Agency (CISA) Cloud Security Technical Reference Architecture (TRA), CISA Zero Trust Maturity Model, National Institute of Standards and Technology (NIST) Special Publication 800-53, the Center For Internet Security (CIS) Controls Version 8, the Open Web Application Security Project (OWASP) Top 10, the SANS Securing Web Application Technologies (SWAT) Checklist, Internal Revenue Service (IRS) Publication 1075, and Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS) Security Policy.

3. Integrate fully with DEO's chosen Identity and Access Management solution(s).

4. Have the ability to use third-party data validation and verification.

5. Have the ability to request and track system changes and upgrades for audit purposes.

6. Support the ability to limit access to specific internet protocol (IP) address ranges and domains.

7. Support role-based (RBAC) and attribute-based (ABAC) access control for all users.

8. Generate user audit reports by role.

9. Allow accounts to be configured with strong passwords and passphrases, meeting or exceeding minimum DEO requirements.

10. Provide audits and alerts for user activity, including, but not limited to, changes to records, exports, and printing.

11. Provide the ability to manage, change, and disable default settings that pose a security risk. Such settings include, but are not limited to:

    a. Infrastructure and application encryption keys.

    b. Accounts.

    c. Passwords.

    d. Simple Network Management Protocol (SNMP) community strings.

12. Use strong, unique encryption keys, where applicable, in both the application and underlying infrastructure, and allow them to be fully managed and controlled by DEO.

13. Support integration with DEO's preferred central log management tool(s) and SIEM platform.

In addition to all security and compliance requirements outlined above, the following guidelines must also be met:

1. All relevant System Security Plans (SSPs) must be updated in a manner that, at minimum, meets NIST Special Publications 800-18 Rev 1 and 800-171 guidance, as well as any identified compliance

requirements.

2. 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 industry recognized best practices for code versioning and automated release management in the cloud environment.

3. DevOps practices must follow NIST DevSecOps guidance.

4. The development supply chain must be managed, including, but not limited to hardware, software, third-party code and code modules, portable code, and cloud environments.

5. Audit information, including, but not limited to, physical access, logical security controls, and system logs, must be available.

6. SOC 2 compliance audit reports for any SaaS components of the Solution must be provided and reviewed by DEO.

1.7 Regulatory Requirements

Florida laws and rules must be followed for all services and solutions, including, but not necessarily limited to:

1. DEO requirements highlighted in section 282.318, F.S. [specifically (4) (c-i)], requiring a comprehensive risk analysis performed at least every three years, established information security policies and procedures, implemented security controls, periodic internal audits, consideration of security during procurement, employee security awareness efforts, and incident detection and response http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0282/Sections/0282.318.html.

2. 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.

3. Florida Cybersecurity Standards (Chapter 60GG-2, F.A.C).

4. Florida Cloud Computing Standards (Chapter 60GG-4, F.A.C.).

5. DEO Security policies derive guidance and ideology from the NIST 800 Series, NIST Cybersecurity Framework, and the Center for Internet Security (CIS) Controls (https://www.cisecurity.org/controls/). Contractor is expected to remain in compliance with these policies over the lifetime of this Contract.

6. 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.

7. IRS Publication 1075, Safeguards for Protecting Federal Tax Information.

8. Social Security Administration data sharing agreements.

9. DEO's FBI Criminal Justice Information Systems Policy.

10. Unemployment Insurance Program Internal Security requirements.

1.8 Accessibility Statement

The System must be available twenty-four (24) hours a day, seven (7) days a week, including holidays, but excluding DEO's scheduled maintenance. DEO's scheduled maintenance is typically completed between Saturday at 12:01 a.m. and Monday at 4:59 a.m. Eastern Standard Time but may vary from time to time. Whenever the System is not available, an advisory notice will be viewable to users.

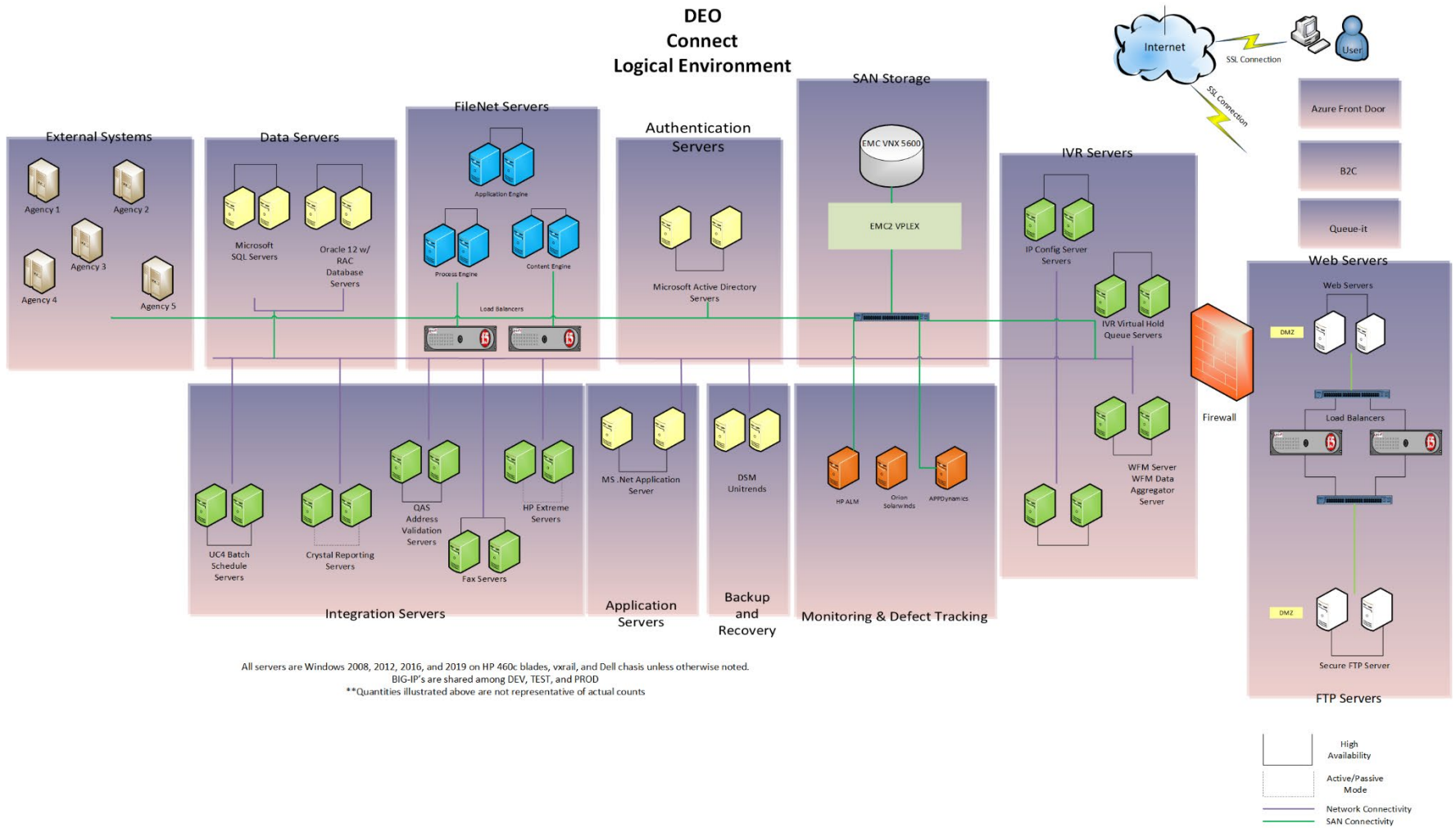## 1.9 Current Technical Environment

1.9.1 Reemployment Assistance Applications

The Reemployment Assistance program is comprised of three (3) primary functions: Tax, Benefits, and Appeals. About 32 applications run on the client/server network, services, and in the cloud, to accomplish these functions.
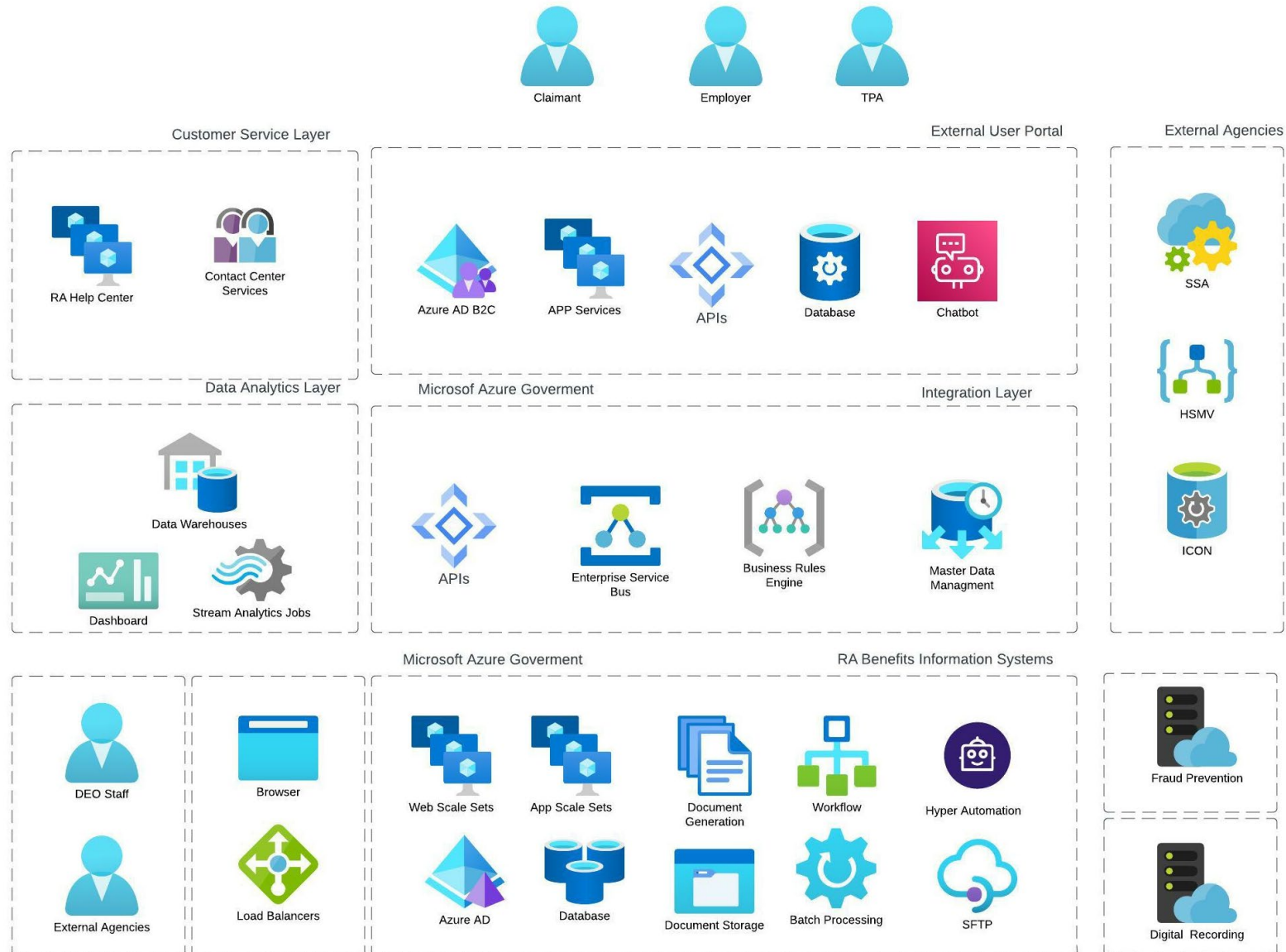
Applications	Where Application Runs (D=Desktop; S=Server)	Where Data Resides	Primary Interface (E=External (outside DEO); I=Internal (inside DEO))
Tax			
Treasury Offset Program (TOP)	D	TOP Database/SQL Server	I
Benefits			
CONNECT Web Application	S	CONNECT Database/Oracle	E/I
Fraud Initiative Rate and Rules Engine (FIRRE)	S	FIRRE Database/Oracle	I
Pega Systems Application	S	Third Party	E/I
FileNet	S	FileNet	I
Unemployment Insurance State Information Data Exchange (SIDES)	S	Third Party	E
Mail Gun	S	-	E
B2C	S	-	E
HPX	S	HPX; CONNECT Database	I
Crystal Reports	S	CONNECT Database/Oracle	I
ETA Reports	S	CONNECT Database/Snowflake	I
iContact	-	-	-

Systematic Alien Verification for Entitlements (SAVE) Program	-	-	E
Appeals			
Digital Appeals Recording System	S		I
BRAVA	S	FileNet	I
Non-UI Systems that use Benefits Data			
Interactive Voice Response	S	Oracle	I
Contact Center			
Genesys Workforce Management	S	Oracle	I
Genesys Customer Relationship Management (CRM)	S	Oracle	I
Genesys Pulse	S	Oracle	I
Genesys Administrator Extension (GAX)	S	Oracle	I
Genesys Workspace	D	Oracle	I
Genesys Quality Management	S	Oracle	I
Genesys Call Recording	S	Oracle	I
Genesys Interactive Insights	S	Oracle	I
DNA Fusion (Security Access Software)	S	MSSQL	I
Cisco Jabber	D	Not storing data	I
Global Protect (VPN)	D	Cloud	E
Adjudication			
SUNTAX	-	DOR	E
EmployFlorida	-	Third Party	E
State Connector Portal (Equifax)	-	Third Party	I
Stop Inmate Fraud - LexisNexis	-	Third Party	E/I
National Directory of New Hire Crossmatch	-	-	E

1.9.2 Reemployment Assistance Servers

DEO Connect Logical Environment

All servers are Windows 2008, 2012, 2016, and 2019 on HP 460c blades, vxrail, and Dell chasis unless otherwise noted.
BIG-IP's are shared among DEV, TEST, and PROD
**Quantities illustrated above are not representative of actual counts

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1.9.3 Target Architecture for the System

1.9.4 Reemployment Assistance Data Repositories

DEO's data warehouse is the repository for all Reemployment Assistance data that supports state and federal reporting requirements and operational needs. The Data Warehouse is designed to provide an adequate reporting structure to support the Reemployment Assistance Program. The architecture building blocks contain a source database (Production, which exists today), a data pipeline, a staging database, an analytical/historical database (traditionally referred to as OLAP, which stands for Online Analytical Processing), and a reports portal featuring single sign-on authentication. The development of data pipeline, staging database, analytical/historical database, and reports portal are in progress. DEO's goals when designing the Data Warehouse include:

1. Provide built-in security, reliability, performance efficiency, elasticity, and cost optimization.

2. Require no physical hardware and firmware maintenance.

3. A pay-as-you-go cost structure.

4. Stabilize the growth of stored data by setting the stage to support reporting in an analytical processing environment versus a transactional processing environment so that reports do not affect the online user's experience and to prevent the current system data quality, integrity, scalability, and performance from becoming untenable.

5. Support proper historical, predictive, and prescriptive data reporting by clearing unnecessary data and improving performance, consistency, and accuracy.

6. Serve as a prerequisite to an archive and purge process.

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1.9.5 Reemployment Assistance Interfaces

The current System includes 125 interfaces of varying frequency, and the number may increase by the start of this Project.

#	Direction	Mode	Frequency	System	Name	Overview
1	Send	Batch	Weekly	DOR	DOR Child Support - Establish Claims	SFTP Claims
2	Receive	Batch	Daily	ICON	IB1, IB4, IB5, IB13 Import	FTPS Claims
3	Receive	Batch	Weekly	DEO Workforce	Trade Training and Waiver Import	SFTP Claims
4	Send	Batch	Daily	ICON	IB1, IB4, IB5, IB13 Export	FTPS Claims
5	Receive	Batch	Weekly	DOR	DOR Incoming Employer Updates	SFTP Employer Portal
6	Receive	Batch	Weekly	DOR	DOR Incoming Wage Updates	SFTP Employer Portal
7	Receive	Batch	Nightly	ICON	UIQ	Batch Web Services Claims
8	Receive		Realtime	ICON	SIDI	Web Services Claims
9	Receive		Realtime	ICON	IBIQ	Web Services Claims
10	Send		On Demand	ICON	WIC	Web Services Claims
11	Both		On Demand	Employ Florida Marketplace	DEO Workforce Registration Status	Web Services Claims
12	Both		Realtime	DHSMV	DHSMV	Batch Web Services Claims
13	Both		Realtime	DHS	DHS	Web Services Claims
14	Send	Batch		ICON	HCTC Export	FTPS Claims
15	Send	Batch	Daily	ICON	Federal Wage and Separation Information Export	FTPS Claims

16	Receive	Batch	Daily	ICON	Federal Wage and Separation Information Import	FTPS Monetary
17	Send	Batch	Daily	ICON	IB6 Export	FTPS Charging
18	Receive	Batch	Daily	ICON	IB6 Import	FTPS Charging
19	Send	Batch	Daily	ICON	FCCC Export	FTPS Monetary
20	Receive	Batch	Daily	ICON	FCCC Import	FTPS Monetary
21	Send	Batch	Weekly	ICON	LADT Export	FTPS Claims
22	Receive	Batch	Weekly	ICON	LADT Import	FTPS Claims
23	Send	Batch	Date	ICON	Interstate Crossmatch Request Export	FTPS Benefit Payment Control- DEO - Program Integrity
24	Receive	Batch	Date	ICON	Interstate Crossmatch Request Import	FTPS Claims
25	Send	Batch	Date	ICON	Interstate Crossmatch Response Export	FTPS Claims
26	Receive	Batch	Date	ICON	Interstate Crossmatch Response Import	FTPS Benefit Payment Control- DEO - Program Integrity
27	Send	Batch	Quarterly	ICON	SID Claim - Overpayment Export	FTPS Claims
28	Receive	Batch	Daily	CONDUENT	Payment Debit Card Receive Account Status	SFTP Benefit Payment Control- DEO - Payments
29	Receive	Batch	Daily	CONDUENT	Debit Card Receive Account Maintenance Reject	SFTP Benefit Payment Control- DEO - Payments
30	Receive	Batch	Daily	ACS	Payment Debit Card Receive ACS Return	SFTP Benefit Payment Control- DEO - Payments

31	Send	Batch	Daily	CONDUENT	Payment Debit Card Send Account Maintenance	SFTP Benefit Payment Control- DEO - Payments
32	Send	Batch	Daily	ACS	Payment Debit Card Send ACS Deposit	SFTP Benefit Payment Control- DEO - Payments
33	Receive	Batch	Daily	Wells Fargo	Payment Direct Deposit Receive ACH Return	SFTP Benefit Payment Control- DEO - Payments
34	Send	Batch	Daily	Wells Fargo	Payment Direct Deposit Send ACH Deposit	SFTP Benefit Payment Control- DEO - Payments
35	Send	Batch	Daily	UCB	Collection Agency 2 Interface File (UCB)	SFTP Collections
36	Receive	Batch	Obsolete	DFS	Financial Mgmt Receive 12 Month Warrant Cancel	SFTP Benefit Payment Control- DEO - Payments
37	Send	Batch	Daily	DFS	Financial Mgmt Send Detail Warrant Request	SFTP Payments
38	Receive	Batch	Weekly	FDLE	Florida Department of Law Enforcement Incarcerated Claimant Cross Match	FTPS Benefit Payment Control- DEO - Program Integrity
39	Receive	Batch	Quarterly	DOH	DOH Deceased Claimant Cross Match	FTPS Benefit Payment Control- DEO - Program Integrity
40	Receive	Batch	Weekly	DOR	DOR Child Support Receive Establish Deduction	FTPS Claims
41	Receive	Batch	Daily	DOR SDNH	DOR New Hire Cross Match	FTPS Benefit Payment Control- DEO - Program Integrity
42	Send	Batch	Weekly	DOR	DOR Child Support Send Intercept Amount	FTPS Claims
43	Send	Batch	Quarterly	DOR	Quarterly Benefit Charge Load	SFTP Charging

44	Receive	Batch	Weekly	DEO Workforce	REA PREP Data	FTPS Claims
45	Receive	Batch	Weekly	DEO Workforce	REA EDP No Show	FTPS Claims
46	Receive	Batch	Weekly	DEO Workforce	REA PREP No Show	FTPS Claims
47	Send	Batch	Weekly	DEO Workforce	REA PREP Pool	FTPS Claims
48	Send	Batch	Weekly	DEO Workforce	PREP Profile Export to DEO Workforce	FTPS Claims
49	Send	Batch	Annually	Internal Revenue Service	1099G Interface	n/a Monetary
50	Send	Batch	Weekly	Department of Lottery	Lottery Intercept Interface File	SFTP Collections
51	Receive	Batch	Weekly	NDNH	NDNH New Hire Cross Match	SFTP Benefit Payment Control- DEO - Program Integrity
52	Send	Batch	Weekly	NDNH	NDNH New Hire Cross Match	SFTP Benefit Payment Control- DEO - Program Integrity
53	Receive	Batch	Weekly	TOP	Receive Blurred Collections File	FTP Collections
54	Send	Batch	Daily	TOP	Send TOP Update File from Connect to TOP	FTPS Collections
55	Receive	Batch	Weekly	Workforce - DEO	REA Latest Claimant Data	SFTP Claims
56	Receive	Batch	Daily	Workforce - DEO	WIA Approved Training	SFTP Claims
57	Send	Batch	Quarterly	DFS	Write Off File for Approval to DFS	SFTP Collections
58	Send	Batch	Daily	DEO	Pitney Bowes Correspondence Print	FTPS
59	Send	Batch	Daily	DEO Finance and Accounting	FundAdjustmentBatch	FTP Payments
60	Send	Batch	Daily	DEO Finance and Accounting	VoucherBatch	FTP Payments
61	Send	Batch	Daily	DEO Finance and Accounting	WarrantCancellationBatch	FTP Payments

62	Send	Batch	Monthly	DEO Finance and Accounting	OutstandingOverpaymentCasesBatch	FTP Payments
63	Send	Batch	Annually	DEO Finance and Accounting	PriorYearBenefitsPaidBatch	FTP Payments
64	Send	Batch	Monthly	DEO Finance and Accounting	ReimbursableEmployerMonthlyChargeBatch	FTP Payments
65	Send	Batch	Monthly	DEO Finance and Accounting	ReimbursableEmployerMonthlyChargeBatch	FTP Payments
66	Send	Batch	Annually	DEO Finance and Accounting	VoucherReportAnnuallyBatch	FTP Payments
67	Send	Batch	Daily	DEO Finance and Accounting	VoucherReportBatch	FTP Payments
68	Send	Batch	Monthly	DEO Finance and Accounting	VoucherReportMonthlyBatch	FTP Payments
69	Send	Batch	Quarterly	DEO Finance and Accounting	VoucherReportQuarterlyBatch	FTP Payments
70	Send	Batch	Quarterly	DOE	FETPIP	SFTP Payments
71	Send	Batch	Daily	DEO Workforce	Workforce - DEOActiveDailyClaimsBatch	SFTP Claims
72	Send	Batch	Daily	DEO Workforce	Workforce - DEOActiveDailyClaimsBatch	SFTP Claims
73	Send	Batch	Daily	DFS	Financial Mgmt Send Debit Card Summary	SFTP Payments
74	Send	Batch	Weekly	DEO Workforce	PlacementDataMatch	SFTP Claims
75	Send	Manual	Weekly	WSER	Mass Layoff Statistics	Fileshare
76	Send	Batch	Weekly	DCF	Weekly Payments Data	SFTP Payments
77	Send	Batch	Weekly	DFS	Weekly Payments Data	SFTP Payments
78	Send	Batch	Weekly	FDLE	Weekly Payments Data	SFTP Payments
79	Send	Batch	Monthly	DCF	Monthly LADT Data	SFTP Payments
80	Send	Batch	Monthly	DFS	Monthly LADT Data	SFTP Payments
81	Send	Batch	Monthly	FDLE	Monthly LADT Data	SFTP Payments

82	Receive	Batch	Weekly	Florida Healthy Kids	Florida Healthy Kids Receive	SFTP Claims
83	Send	Batch	Weekly	Florida Healthy Kids	Florida Healthy Kids Send	FTP Claims
84	Receive	Batch	Monthly	Florida Healthy Kids	Florida Monthly Healthy Kids Receive	SFTP Claims
85	Send	Batch	Monthly	Florida Healthy Kids	Florida Monthly Healthy Kids Send	FTP Claims
86	Send	Email	Daily	DFS	Voucher Summary Transfer	Email Benefit Payment Control- DEO - Payments
87	Send	Batch	Weekly	DEO Benefit Payment Control	Treasury Offset Program Collections Intake Report	FTP Collections
88	Send	Batch	Monthly	DFS	Auditor General Extract	SFTP Payments
89	Receive	Batch	Monthly	Office of Early Learning	Office of Early Learning Receive	FTP Payments
90	Send	Batch	Monthly	Office of Early Learning	Office of Early Learning Send	FTP Payments
91	Send	Email	Daily	DEO	Payment Interface Files Verification	Email Payments
92	Send	Batch	Weekly	DEO Workforce	REA Adjudicated Data Export to DEO Workforce	SFTP Claims
93	Send	Batch	Quarterly	ICON	UCX Quarterly Billing Export	SFTP
94	Send		Realtime	SIDES	SIDES Separation Information	Web Services
95	Send		Realtime	SIDES	SIDES Earnings Verification	Web Services
96	Send	Manual	Weekly	WSER	Promis Intrastate Extract	Fileshare
97	Send	Batch	Daily	DEO Benefit Payment Control	FIRRE Single File Extract	SFTP Claims
98	Send		Realtime	FIRRE	FIRRE Investigation	Web Services Claims
99	Send		Realtime	FIRRE	FIRRE Fraud	Web Services Claims
100	Send			DEO Benefit Payment Control	FIRRE Purged Claims	SFTP

101	Send			Division of Retirement	Division of Retirement Crossmatch (OUT)	SFTP
102	Send			DEO Benefit Payment Control	QBC Finance and Accounting (OUT)	
103	Send			DEO	RA Active Claims (OUT)	
104	Send			DCF	Overpayments Established for the Month	SFTP
105	Receive			DARS V2.0	DARSGenesysGateway Inbound Hearing Recording	Appeals
106	Send		Quarterly	LEG	Quarterly Benefits Charge	SFTP
107	Send		Quarterly	DEO Finance and Accounting	TRA Quarterly Activity Counts	
108	Send		Quarterly	ICON	UCFE Quarterly Billing Export	
109				Identity Access Management	IAM	Web Services
110	Send			Workforce	Workforce New Claim Registration	REST
111	Send		Daily	JPMorgan	JPM Check Paid Detail	Payments
112	Send			DARS V2.0	DARS ZOOM Inbound Hearing Recording	Appeals
113	Receive	Batch	Quarterly	DEO Workforce	Quarter PREP Data	SFTP Claims
114	Send		On Demand	Constant Contact	Constant Contact	
115	Send		On Demand	iContact	iContact	
116	Send		Realtime	MailGun	MailGun	Web Services
117			Daily	Genesys - DEO RA Contact Center	Genesys Workforce Management	Web Application
118			Daily	Genesys - DEO RA Contact Center	Genesys Pulse	Widget-based performance dashboard

119			Daily	Genesys - DEO RA Contact Center	Genesys Administrator Extension (GAX)	Web Application
120			Daily	Genesys - DEO RA Contact Center	Genesys Workspace	Web Application
121			Daily	Genesys - DEO RA Contact Center	Genesys Quality Management	Web Application
122			Daily	Genesys - DEO RA Contact Center	Genesys Call Recording	Web Application
123			Daily	Genesys - DEO RA Contact Center	Genesys Interactive Insights	Web Application
124			Daily	DNA Fusion - DEO RA Contact Center	Security Access Software	
125			Daily	Cisco Jabber		

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1.9.6 Risks, Assumptions, and Constraints

1. Technology Solutions project risks include:

    a. Legislation or other regulatory action could require changes in the business requirements after this RFQ is posted and/or the Technology Solutions project has begun.

    b. The possibility of future State and federal legislation could limit the availability of DEO staff (both business and IT staff) as they may be diverted to implement mandates with short deadlines for other systems.

    c. Staff with subject matter expertise, including technology expertise, may leave DEO or the team.

2. Assumptions related to the Technology Solutions project and procurement are as follows:

    a. Legislative appropriation beyond fiscal year 2022-2023.

    b. The selected Contractor will work with DEO staff to document requirements impacting System configuration early in the Technology Solutions project.

    c. DEO will use its current System and processes until all design, testing, implementation, and acceptance activities are completed successfully, as determined by DEO.

3. Project constraints include:

    a. All deliverables identified by DEO must be completed successfully, as specified by DEO and in this Contract, by June 30, 2023.

    b. Any selected cloud service must have already attained or will attain FedRAMP Authority to Operate (ATO) at the "Moderate" impact level or higher within 10 months of contract execution.

    c. DEO staff will not always be 100% available during the Project, as current operations must be maintained.

1.9.7 Modernization Program Key Parties

1. DEO.

2. USDOL (See section 1.2.).

3. Modernization Program Stakeholders

    a. Include:

        i. Florida Department of Management Services' Florida Digital Service.

        ii. Florida Department of Revenue.

        iii. Florida Department of Financial Services.

    b. Role:

        i. To provide input on System enhancements recommended by DEO that improve the delivery of services to Reemployment Assistance claimants and employers and reporting to state and federal entities, such as:

            1) Infrastructure upgrades through cloud services.

            2) Software improvements.

3) Enhanced data analytics and reporting.

4) Increased cybersecurity pursuant to section 282.318, F.S.

ii. The Florida Digital Service also provides an additional layer of oversight, per section 282.0051(1)(d), F.S., and is provided the same level of access to the Modernization Program as DEO's IV&V vendor.

4. Modernization Program Vendors

a. DEO's IV&V vendor.

The state of Florida requires all state agencies' information technology projects that have a total cost of $10 million or more to procure independent verification and validation (IV&V) services provided by an independent third party.

DEO's IV&V vendor assesses the progress of the Modernization Program and its projects, including overall health, status, bright spots, and risks/issues.

b. DEO's SPO vendor.

DEO's SPO vendor provides Modernization Program and project management staff resources to manage the overall Modernization Program and each individual project's scope, schedule, and budget. DEO's SPO is also responsible for ensuring adherence with DEO's Center of Excellence for project management, which includes templates, processes, and standard operating procedures for Modernization Program and project management.

c. DEO's SSI vendor.

DEO's SSI vendor provides strategic planning, design, development, and integration support for the Modernization Program. DEO's SSI vendor provides oversight of integration activities by conducting integration testing above and beyond the component testing performed by other contractors and by advising DEO and its contractors on remediation activities to solve any risks or issues that arise during implementation.

DEO's SSI vendor has established baseline project and technology requirements for all Modernization Program projects that will be reviewed and revised by all contractors responsible for the project's implementation. DEO's SSI vendor will utilize documentation developed by contractors responsible for project implementation to develop finalized artifacts for the modernized System.

d. DEO's Modernization Program website (www.floridajobs.org/RAModernization) provides copies of executed contracts supporting the Modernization Program, which further detail each vendor's role.

2.0 Project Scope

The following tasks and deliverables are required for the Technology Solutions project, which hereinafter may be referred to as "the Project" or "Technology Projects." These deliverables are also the invoice points, which are described separately in Section 3.0. Throughout the Contract term, the Contractor will work in partnership with DEO, DEO's SPO contractor, DEO's SSI contractor, and DEO's IV&V contractor. The Contractor will also work with vendors providing products and services for the modernized System.

2.1 Project Management

1. The Contractor shall be responsible for the Project planning and setup activities and work

products necessary to complete the initial planning and setup tasks for the Project, in coordination with the DEO Project Manager assigned to the Project and DEO's SPO. DEO's SPO will provide governance, change management, and standardized project management templates, activities, and timelines at or near Contract execution.

2. The Contractor shall provide, at a minimum, one (1) Project Manager dedicated full-time to this Project.

2.1.1 Plan and Conduct a Project Kick-off Meeting

1. The Contractor shall conduct a kick-off meeting at a location and time selected by DEO within 10 calendar days of Contract execution to introduce the Contractor and DEO staff and provide a common understanding of the Project scope and approach with DEO stakeholders.

2. The Contractor shall create the agenda and presentation materials. The Contractor will provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting. DEO will approve the agenda and presentation materials before the meeting.

3. The Contractor shall create meeting minutes to document the meeting. DEO will approve the meeting minutes, and the Contractor will distribute meeting minutes to all DEO stakeholders.

2.1.2 Develop a Detailed Project Management Plan

1. The Contractor shall develop a Project Management Plan ("Project Plan") that manages Project scope, schedule baselines, change management, communications, and costs in coordination with DEO's SPO. The Project Plan must:

    a. Follow the prescribed methods of the Project Management Body of Knowledge® (PMBOK) Guide (Fifth Edition).

    b. Adhere to the standard operating procedures established by DEO's SPO.

    c. Incorporate the use of ServiceNow to report, evaluate, manage, and mitigate any identified risks and issues, including:

        i. The written evaluation of each risk and issue and potential impact.

        ii. Establishing a risk ranking or priority based on likelihood of occurrence, and an issue ranking priority based on the issue's impact to the Technology Projects or Modernization Program.

        iii. Assigning risk and issue management responsibility.

        iv. Creating a risk and issue response strategy.

    d. Describe the techniques for measuring Project performance and progress in an objective manner.

    e. Detail all management processes, procedures, and controls for Project management processes including cost management, release lifecycle, scope management, schedule management, deliverable management, human resource management, stakeholder management, document management, Lessons Learned, quality management, communication management, configuration management, performance management, and risk management.

    f. Align with and demonstrate the prioritization of the activities/Modernization Projects targeted by DEO for prioritization, where applicable.

g. Identify and describe any assumptions or constraints identified by the Contractor, both in developing and completing the Project Plan.

h. Detail the methodology proposed for capturing necessary technical requirements documentation and identifying, assessing, and recommending changes and additions for technical requirements necessary to achieve the goals of the Modernization Program, in partnership with DEO and any stakeholders identified by DEO.

i. Include process mapping and show the current state (As-Is) and proposed future state (To-Be) for the System's technical functional and non-functional design.

j. Establish key performance indicators for the Project based on DEO's vision and process objectives.

k. Detail the prioritization process of refreshed requirements by order of urgency in preparation for the Project and the Modernization Program.

l. Clearly detail the Project's critical path and critical path tasks for tracking and reporting purposes.

m. Include all tasks, deliverables, Project status reports, milestones, dependencies, timelines, due dates, and resources (e.g., Contractor, DEO staff, stakeholders) necessary to complete the Project.

n. Consider the proper sequencing of the work required to result in a successful Project that can be completed within the Contract term.

o. Be published in both Microsoft Word and Adobe PDF format at intervals agreed upon by DEO.

p. Be maintained in DEO's Central Repository.

q. Be approved by DEO in writing prior to its implementation.

2. The Contractor shall measure performance during Project execution according to the Project Plan and manage changes to the Project schedule as appropriate or as requested by DEO. When tasks are complete, the Contractor must seek verbal acceptance from DEO for each task and formal acceptance of each deliverable.

3. The Contractor shall maintain the Project Plan, as approved by DEO. The Contractor will modify the Project Plan throughout the Project, with DEO approval, by updating it to reflect the evolving priorities and resources.

2.1.3 Create a Project Schedule

1. The Contractor shall create a Project Schedule that includes a critical path method diagram, indicating the interrelationships between sub-tasks, and a Gantt chart, showing the duration estimates (planned start and end dates) of each task and subtask.

2. The Contractor shall develop and maintain a Project Schedule of record, which must be submitted to and approved by DEO's SPO and maintained in ServiceNow. Any proposed changes to the approved Project schedule of record must be submitted to DEO's SPO for approval prior to the changes going into effect.

3. The Contractor shall develop and maintain a separate working Project Schedule to assist with Project planning activities.

4. The Contractor shall develop and maintain all Project Schedules in Microsoft Project and/or another software tool and version approved by DEO (e.g., ServiceNow).

5. The Contractor shall make a record of all major tasks, milestones, and deliverables associated with the Project in the Project Schedule. Any task or subtask that requires more than eight (8) hours or one (1) workday to complete by either the Contractor or DEO must show an accurate estimation of the work and resources required to complete the Project.

6. The Contractor shall ensure Project Schedules for all deliverables provide adequate review time by DEO, revision time if needed, and subsequent review time by DEO.

7. The Contractor shall report Project Schedule variance to DEO's SPO. The Contractor must work with DEO's SPO to address any variance in a manner that ensures overall completion of the Project within schedule constraints to measure the magnitude of variance from the schedule baseline. The variance analysis shall be performed at the task level, based on the percentage completion of the task and the actual number of hours or days worked on the task. DEO will work with the Contractor to approve fast tracking or reallocation of resources, as necessary.

8. The Contractor shall consider the proper sequencing of the work required to result in a successful Project that can be completed within the due dates specified in the Contract.

2.1.4 Create a Staffing Plan

1. The Contractor shall create a Staffing Plan. The Staffing Plan must:

    a. Be created in collaboration with DEO.

    b. Include both Contractor and DEO resources.

    c. Provide a detailed organizational chart for Contractor staff dedicated to the Project, including a resource-loaded chart. The Contractor shall describe its contingency plans for managing the staff and additional staff, if necessary, to ensure that Project deadlines are met.

    d. List all roles, responsibilities, knowledge, skills, and abilities for the Contractor and Contractor's staff and DEO staff working on the Project.

    e. Detail the percent of time and duration for each DEO staff person. Note: DEO staff will not always be 100% available during the Project, as current operations must be maintained.

    f. Incorporate DEO's review and approval of any proposed replacements to the Contractor's key staff.

    g. Be maintained in ServiceNow or another software tool and version approved by DEO.

    h. Be updated and published at intervals agreed upon by DEO.

2.1.5 Submit Project Status Reports

1. The Contractor shall submit written Project Status Reports in a format approved by DEO on a weekly basis upon Contract execution and attend status meetings on a schedule approved by DEO. Project Status Reports shall include:

    a. Accomplishments, critical issues, personnel utilized, and items planned for the next reporting period.

    b. Summaries of schedule performance and budget performance to compare actual Project

performance with plan(s).

c. Activities completed in the preceding reporting period, including minutes from the prior meeting.

d. A summary of issues that need to be resolved.

e. The status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of issues.

f. The status of any action items or decisions.

g. Any identified lessons learned.

h. The status of each task in the Project Schedule that is in progress or overdue.

i. Schedule variance, which includes showing the earned value of the work completed and the planned value of the work completed. The variances shall be calculated individually for each Project phase and for the Project in total and will be accompanied by a trend analysis.

j. Weekly, monthly, and quarterly status reports summarizing data from the agreed upon interval (e.g., weekly) reports, including financial information related to expenses and billings.

k. Executive summaries for presentation to DEO management and Project oversight bodies.

2. Contractor shall attend, either virtually or in-person, monthly Contractor meetings hosted by DEO and provide a Project status report that includes, but may not be limited to:

a. Activities completed in the preceding reporting period.

b. Activities planned for the next reporting period.

c. Any pertinent Project risks or issues.

2.2 Business Continuity

1. Contractor shall provide business continuity services, as applicable, to ensure critical Reemployment Assistance services and System processes, as determined by DEO, continue in the event of a disaster or major infrastructure problem that could interrupt System operations and services.

2. Contractor shall develop a Business Continuity Plan for any Software as a Service (SaaS) or Platform as a Service (PaaS) solution for the Technology Projects that explains how the Contractor will ensure the System will be available even if the primary hosting site is unavailable. The Business Continuity Plan must, at a minimum:

a. Include best-practice business continuity planning in System requirements and System design documentation for all business-critical Reemployment Assistance systems and components, data, and functionality.

b. Comply with the backup processing requirements and standards established by DEO.

c. Adhere to:

i. FedRAMP.

ii. FS 282.18 Cybersecurity.

     iii.   DEO's Disaster Recovery Plan, which will be revised as part of the Cloud Migration project identified in Table 1.

     iv.   State and federal data retention schedules.

d.   Identify:

     i.   All Technology Projects' business functions covered by the Business Continuity Plan.

     ii.   All Reemployment Assistance program business units and core business processes affected by the Business Continuity Plan.

     iii.   Key DEO and Contractor staff involved in or affected by the Business Continuity Plan, including roles.

     iv.   All technology infrastructure associated with the Technology Projects.

     v.   Minimum acceptable levels of service.

     vi.   Risks that could affect business continuity, including potential System failures for the process and impact analyses for potential failures.

e.   Include and specify:

     i.   The Contractor's contingency plans, including triggers for activating the contingency plans.

     ii.   The Contractor's confirmation of DEO's Service Level Agreements (SLA) specified in section 15.0, including, but not limited to:

          1)   Data backup frequency and disaster recovery (speed of restore).

          2)   Uptime objectives.

          3)   Recovery Time Objective(s) (RTO) and Recovery Point Objective(s) (RPO).

     iii.   The Contractor's operational redundancy.

     iv.   The Contractor's primary and alternate physical locations of data or employees.

     v.   Service level agreements for all, business continuity services including, but not limited to, financial and operational impact.

     vi.   Alternate communications channels the Contractor will make available, if any, should business continuity services be provided, including when alternate communications channels would be activated.

     vii.   The Contractor's regulatory requirements above and beyond DEO's regulatory requirements provided in section 1.7.

     viii.   High availability, including, but not limited to:

          1)   Redundancy.

          2)   Reliable crossover.

          3)   Detection of failures as they occur.

          4)   Resilient and fault-tolerant networking.

        ix.   Be maintained by the Contractor for the duration of the Contract period.

3. The Contractor shall participate in business continuity or disaster recovery tests at least annually and as requested by DEO for the duration of the Contract period, for any Technology Solution not hosted in DEO's Azure Government Cloud.

4. The Contractor shall ensure all cloud-based Technology Solutions and associated contracts and SLAs meet business continuity and risk management requirements as defined in Chapters 60GG-2 and 60GG-4, F.A.C., and in section 15.0.

5. The Contractor shall assist in providing appropriate documentation and information for update and maintenance of relevant components of the System Security Plan (SSP).

6. The Contractor shall work with DEO to ensure additional support and compliance requirements associated with business continuity are addressed for all cloud-based Technology Solutions.

2.3 Assess Infrastructure

2.3.1 Conduct an Infrastructure Assessment

1. The Contractor shall conduct an Infrastructure Assessment to ensure the network infrastructure is reliable, secure, and scalable to meet or exceed the expected demands associated with the Technology Projects' solutions. The Infrastructure Assessment includes, but is not limited to:

    a.   Identifying infrastructure shortcomings early so that they can be remediated prior to go-live.

    b.   Ensuring the Technology Projects' solutions can handle traffic from the following users:

        i.   Claimants, employers, and TPAs.

        ii.   DEO staff located at:

            1) DEO headquarters;

            2) DEO satellite offices; and

            3) Remote locations.

        iii.   Remote users, including telecommuting staff, partner agencies, and CareerSource Florida and their network of local workforce development boards.

2. The Contractor shall provide all tools necessary to complete the Infrastructure Assessment.

2.3.2 Develop an Infrastructure Report

1. The Contractor shall develop an Infrastructure Report that documents current performance, identifies any current or known future issues, and contains actionable recommendations to optimize infrastructure for the Technology Projects and the System. The Infrastructure Report must include, at a minimum:

    a.   Specifications for any new hardware required, including product type, model, quantity, unit cost, and total cost.

    b.   Specifications for any new software required, including product, quantity, unit cost, and total cost.

    c.   Specifications for any licenses required, including product, quantity, unit cost, and total cost.

2.4 Detailed Requirements

2.4.1 Analyze and Update Existing Requirements for the Technology Projects

1. The Contractor shall analyze DEO's existing business and technical functional and non-functional requirements and specifications for the Technology Projects, included in Attachment C, to ensure successful installation, configuration, and integration of the Technology Projects.

2. The Contractor shall update DEO's existing and To-Be business and technical functional and non-functional requirements and specifications (referred to collectively as "Requirements") necessary for each of the Technology Projects. The System and Technology Projects must:

    a. Be compliant with Federal and State law, guidelines, and policies.

    b. Support customer-centric business processes.

    c. Streamline transaction processing and customer notifications.

    d. Promote usability, ease of access, and comply with the Americans with Disabilities Act, as amended, Section 508 of the Rehabilitation Act, as amended, 29 CFR Part 38, and Web Content Accessibility Guidelines, and all other requirements necessary for mobile user interface/user experience.

    e. Strengthen access controls and identity management to secure and safeguard user transaction data compliant with nationally recognized industry standards.

    f. Enrich data analytics and interactive dashboard reporting to provide data metrics for data transparencies, as well as providing operational efficiency measures for internal and external users.

    g. Enrich user experience through the application of machine learning and artificial intelligence technologies, including chatbot and omnichannel.

    h. Use Artificial Intelligence natural language Interactive Voice Response design, call flow, and efficiencies to produce positive service experience for customers.

    i. Be compatible with the System, applications, interfaces, other systems that exchange data with the Reemployment Assistance Program, and the Modernization Projects.

    j. Define System standards to be implemented for identified screens.

    k. Incorporate industry recognized national best practices that have been successful in other state Unemployment Compensation programs and other large, multi-component system integration projects, as applicable.

    l. Comply with the data privacy and cyber security requirements listed in section 1.6.

    m. Comply with the requirements outlined in 29 C.F.R. Part 38 regarding accessibility requirements for individuals with limited English proficiency and individuals with disabilities. The Reemployment Assistance Program must be available in English, Spanish, and Haitian Creole.

    n. Include Requirements for all hardware, software, and licenses for the Technology Projects, which may include, but is not limited to, applications, interfaces, and other systems that exchange data with the Reemployment Assistance Program, in a sufficient level of detail to ensure successful implementation.

    o. Be well-defined, understood, and validated to ensure that all documented Requirements

are correct, unambiguous, consistent, and verifiable (testable).

3. Contractor shall identify any new technical functional and nonfunctional requirements and specifications for the Technology Projects.

2.4.2 Develop Performance Requirements for the Technology Projects

1. The Contractor shall develop performance requirements for the Technology Projects' solutions to ensure the System is reliable, secure, and scalable to meet or exceed DEO's expected demands for the network and System infrastructure. Contractor shall provide recommendations that consider and incorporate, as applicable, USDOL's Information Technology Modernization Pre-Implementation Planning Checklist (https://wdr.doleta.gov/directives/attach/UIPL/UIPL_11-18_Change_1.pdf?edLDF=false), Chapter 60GG, F.A.C., Florida Cybersecurity Standards, and other relevant and applicable standards and requirements. The goal is to identify infrastructure shortcomings early, so the shortcomings can be remediated prior to go-live of any System enhancements, including the Technology Projects. The performance requirements must also confirm and/or define and include the following:

   a. Availability

   b. Reliability

   c. Performance

   d. Response times

   e. Security

   f. Scalability

   g. Usability

   h. Logging and nonrepudiation

2. The performance requirements must ensure the System can handle high-volume traffic from the following users:

   a. Reemployment Assistance claimants, employers, and TPAs.

   b. DEO staff located at:

      i. DEO headquarters;

      ii. DEO satellite offices; and

      iii. Remote locations.

   c. Florida Department of Children and Families.

   d. Florida Department of Revenue.

   e. Local Workforce Development Boards.

   f. ICON.

   g. SSA.

   h. SIDES.

   i. Other states.

3. The Contractor shall ensure the Technology Projects meet or exceed the documented performance requirements prior to integration and post integration.

2.4.3 Conduct Joint Application Design Sessions

1. The Contractor shall conduct Joint Application Development (JAD) sessions with subject matter experts, as identified by DEO, to discuss existing and develop updated Requirements, including performance requirements, for the Technology Projects.

2. The Contractor shall conduct JAD sessions in the order listed below:

    a. Integration platform solution.

    b. Mobile-responsive user interface solution.

    c. Business rules engine solution.

3. The Contractor shall:

    a. Identify and schedule facilitated JAD sessions on-site at DEO premises to confirm and clarify all Requirements, including performance requirements, and interfaces necessary for successful installation, configuration, and integration of the Technology Projects.

    b. Facilitate JAD sessions with DEO staff and any other entities identified by DEO and document results.

    c. Schedule JAD sessions in a manner that ensures subject matter expert attendance.

    d. Ensure the JAD sessions are well organized and address Requirements, including performance requirements, that invited subject matter experts can evaluate and define.

    e. Ensure the JAD sessions are led on-site by a seasoned facilitator.

    f. Develop acceptance criteria for each Requirement, including performance requirements. This measurement will be used to generate the necessary test cases for System and acceptance testing.

    g. Document the purpose and results of each JAD session.

    h. Prepare and submit session minutes for approval by DEO prior to distribution.

    i. Follow-up on any action items.

2.4.4 Update the Requirements Traceability Matrix for the Technology Projects

1. The Contractor shall update DEO's existing Requirements Traceability Matrix for each of the Technology Projects, see Attachment C. Updated Requirements include existing Requirements, reengineered Requirements, performance requirements, and any new Requirements required for continuous modernization of the System and the Reemployment Assistance Program.

2. The Contractor shall update both the System's and the Technology Projects' existing Requirements, including performance requirements.

3. The Contractor shall propose options and recommendations for Requirements, including performance requirements. Where applicable, Technology Projects prioritized by DEO must be prioritized by Contractor, in the specific order identified by DEO, if applicable, without regard to the current restraints and limitations of DEO. The Requirements must meet the goals and objectives of the Modernization Program. The Contractor shall also consider all customers, including but not limited to claimants, DEO employees, legislative staff, USDOL, employers, TPAs,

DOR, vendors for the Modernization Projects, and external regulatory authorities.

2.4.5 Develop Requirements Reports

1. The Contractor shall prioritize, update, and provide DEO with a Requirements Report for all Technology Projects, which details the gap between the current Requirements and updated Requirements, including performance requirements. Where applicable, Technology Projects Requirements targeted by DEO for prioritization must be prioritized by the Contractor, in the specific order identified by DEO, if applicable, in the Requirements Report. DEO reserves the right to request separate Requirements Reports for prioritized Technology Projects, where applicable. The Requirements Report must:

   a. Include performance requirements.

   b. Include the detailed Requirements to bridge the technology gap, including assessing the risk and scope of changes to Requirements and prioritizing Requirements to define the implementation and integration sequence.

   c. Include System redesign impacts on DEO staff roles, resource levels, organizational structures, and policies.

   d. Include DEO staff's recommendations on updated Requirements as discussed in the JAD sessions.

   e. Provide an updated set of Requirements.

   f. Provide an updated set of interfaces.

   g. Include an overview and the purpose of all interfaces, including the prioritization of interfaces.

   h. Provide DEO staff with the ability to understand System behaviors, workflows, and integration architectures, and must address all System components including but not limited to software, hardware, operating environment, and infrastructure.

   i. Incorporate national best practices that have been successful in other state Unemployment Compensation programs and other large, multi-component systems, as applicable.

   j. Include quantitative analysis of potential benefits from updated Requirements and specifications including but not limited to:

      i. Documentation of projects and cost savings.

      ii. Staff time savings.

      iii. Increased customer support benefits.

      iv. Intangible benefits as noted by the Contractor and DEO.

   k. Be maintained in DEO's Center of Excellence.

2.4.6 Training and Requirements Management

1. The Contractor shall perform activities necessary for knowledge transfer so that DEO is self-sufficient to update and maintain Technology Projects' Requirements documentation.

2. The Contractor shall create manuals, guides, and FAQ's that provide DEO staff with the information necessary to properly document, update, and maintain Requirements and

Technology Projects' artifacts according to industry standards. See section 2.14.2.

3. The Contractor shall develop a Requirements Management Plan for the Technology Projects. The Requirements Management Plan must:

   a. Provide a process that documents approach, Requirements, and artifacts for the Technology Projects, and any future changes to Requirements.

   b. Provide instructions to DEO staff on how to document, update, and maintain current and any future Technology Projects artifacts and Requirements.

   c. Support clear Requirement's traceability (RTM) and verification.

   d. Support changes to Requirements as they are identified.

   e. Ensure that no changes are made to Technology Projects' Requirements without performing a risk analysis, re-estimating impacts to cost and schedule, and validation amongst stakeholders identified by DEO.

   f. Ensure Technology Projects' Requirements and artifacts are properly documented, updated, and maintained according to industry standards.

   g. Be maintained in ServiceNow or another software tool and version approved by DEO.

2.5 Design Documentation

1. The Contractor shall define and document the technical functional and non-functional design specifications (referred to collectively as "Design Specifications") to provide a holistic view of the Technology Projects. Documentation must provide DEO business and technical staff with the ability to understand Technical Projects' behaviors, workflows, integration architectures, and must address all Technical Projects' components, including, but not limited to, software, hardware, operating environment, and infrastructure.

2. The Contractor shall ensure Design Specifications provide functional details of the Technology Projects, enabling DEO business and technical teams to understand base capabilities and define/approve recommended configurations and/or customizations. Thus, base product Design Specifications must define all component-level behavior as well as support full understanding of integrated users and data workflows.

2.5.1 Develop a Design Specifications Document

1. The Contractor shall create a holistic Design Specifications document. The Design Specifications document must:

   a. Be consistent with the Requirements specified in section 2.4.

   b. Include detailed programming specifications for the Technology Projects.

   c. Establish a Requirements baseline for the Technology Projects, including the specific configurable mechanism(s) utilized or to-be utilized, and specify if each Requirement is a core Technology Projects capability, a simple configurable option, a complex configurable option, or requires custom development.

   d. Specify how the current System will be changed by the Technology Projects which provide existing functionality plus new requirements.

   e. Include a mapping of Requirements.

f.   Include logical, technical-level architecture documentation, including a system network architecture diagram for each environment necessary to implement the Technology Projects.

g.   Include business process models and data models which show inputs, processes, programs, interfaces, program interrelationships, and outputs.

h.   Include a listing and brief description of each file and report to be produced.

i.   Include the name and description of each screen/window of the Technology Projects' solutions, a view of each window layout, and a detailed specification table explaining each data element contained within each interface and data acquisition.

j.   Describe each interface, input, output, file layout, and corresponding specification table.

k.   A catalog of data needed to support the functionality of the Technology Projects' solutions.

l.   Include the Technology Projects' end-state architecture and internal/external design, acknowledging that the Technology Projects will be configured and integrated incrementally on a schedule that must be approved by DEO.

m.   Specify all systems, applications, licenses, environments, software, and hardware the Contractor requires access to, including versions, specifications, and interoperability with other software and hardware products, to perform the work required in this Contract.

n.   Specify the future cloud-based operating environment required to support the Technology Projects.

o.   Include use cases that address the Requirements for the Technology Projects.

p.   Detail the Technology Projects' solutions to be supplied, including all configurable items.

q.   The Contractor's assumptions, including issues or constraints affecting the Technology Projects' implementation, and recommended DEO or Contractor action.

2.5.2 Develop a Detailed Technology Projects Screen and Design Document

1.   The Contractor shall develop a Detailed Technology Projects Screen and Design Document that specifies screen content and specifications to enable immediate user improvements. The Detailed Technology Projects Screen and Design Document must include, but is not limited to:

a.   A standards manual, listing all standards, practices, and conventions, such as language, special software, identification of all development, test, training and production libraries, and qualitative aspects of data modeling and design.

b.   A general narrative of Technology Projects' entire systems and the flow of data through modules, Technology Projects' systems, and System components including all major inputs, processes, and outputs.

c.   General and detailed Technology Projects' module and solution component narratives describing the purpose, use, and general business description of each function, process, and feature.

d.   A data model, including data elements to be used in each physical schema and function, their derivation, source, validation, definition, residence, and use.

e.   A security design description for each business area that defines access control, including

specifying roles, role locations, and a matrix of roles by inputs/outputs.

f. A listing and brief description of each file and report to be produced by the Technology Projects' module or system component.

g. The name and description of each screen/window, a view of each window layout and a detailed specification table explaining each data element contained within interfaces and data acquisition.

h. Recommended cycle times, report frequencies, and database update schedules.

i. A description of each interface, inputs, outputs, file layout, and corresponding specification table.

j. A matrix or exhibit that assists in defining requirements.

k. Information technology requirement.

l. A list and brief description of any open items.

m. Other issues or constraints affecting the Technology Projects' implementation and recommended DEO or Contractor action.

2.5.3 Develop a System Architecture and Design Document

1. The Contractor shall develop a System Architecture and Design Document (SADD) for the Technology Projects that provides an understanding of the end-state architecture and design, acknowledging that the Mobile-Responsive User Interface solution is being developed in increments. The SADD must include, at a minimum:

    a. A description of the Technology Projects' modular component design and Service Oriented Architecture.

    b. Both high-level and detailed specifications.

    c. Business process models and data models of the entire Mobile-Responsive User Interface solution and all related system and operations functions, showing inputs, processes, programs, interfaces, program interrelationships, and outputs.

    d. The high-level architecture and design of the Mobile-Responsive User Interface solution, which must include, at a minimum:

        i. A narrative describing the entire Mobile-Responsive User Interface solution.

        ii. A description and flow charts showing the flow of major processes proposed by the Mobile-Responsive User Interface solution.

        iii. A description of all operating environments.

        iv. Function documentation, including narratives for each functional area and feature of the function, job streams, input and output definitions, and control reports.

        v. Hardware requirements, including configuration, usage estimates, sizing, bandwidth, and response time.

        vi. Software requirements, including number of users, concurrent users, and location of users; number and type of licenses.

<ol type="i" start="7">
<li value="7">Development tools, including required software, number of users and concurrent users, and number and type of licenses.
<li value="8">Communication tools, including required hardware and software, number and type of licenses required, and total number of users.
<li value="9">Cloud configuration diagram showing all hardware and software components.
<li value="10">Software specifications that define software components: 1) to be developed specifically for Florida, 2) that will use software proprietary to the Contractor, and 3) that will use COTS software.

<ol type="a" start="5">
The detailed architecture and design specifications for the Mobile-Responsive User Interface solution, which must include, at a minimum:

<ol type="i">
Detail program specifications.

Program narratives, including process specifications, purpose, and relationships between the programs and modules.
A list of input and output files and reports, including retention.
File/database layouts, database names, and dispositions.
Detailed program logic descriptions.
Listings of edits and audits applied to each input item.
Detailed pricing logic for all claims processed by the Mobile-Responsive User Interface solution.

Data element dictionary that includes:

A unique data element number and standard data element name.
A narrative description and definition of the data element.
A table of values for each data element.
The source of each data element.
Descriptions of naming conventions used to create data element names and a list of data names used to describe the data element.
A list of programs using each data element, describing the use of input, internal, or output.
A list of files containing the data element.

Table descriptions, including:

A description of all tables used in the Mobile-Responsive User Interface solution.
A listing of table-driven or key elements, their values, a written description of the element, and to which subsystems they apply.
Cross-reference listings or matrices of related elements or values, showing allowable relationships or exclusions that are claims related if applicable.

4) A business rules repository in the BRE provided by the Contractor.

5) A table of contents, by function, table, and element.

2.5.4 Develop an Interface Design Description and Integration Specification Document

1. The Contractor shall develop an Interface Design Description and Integration Specification Document (IDDISD) for the System to facilitate, communicate, and control interface design decisions. The IDDISD shall include, but not be limited to:

   a. A description of the functionality between systems and system components, how they are linked to one another, and an abbreviate view of full user interface design, where applicable.

   b. The full identification of the Mobile-Responsive User Interface solution, interfacing entities, and interfaces to which this Contract applies, including identification numbers, titles, abbreviations, version numbers, and release numbers, as applicable.

   c. A brief description of the purpose of the systems and software to which this Contract applies. It shall describe the general nature of the system and software; summarize the history of System development, operation, and maintenance; identify the project sponsor, acquirer, user, and developer; identify current and planned operating sites; and list other relevant documents as applicable.

   d. A summary of the IDDISD's purpose and contents and a description of any security or privacy considerations associated with its use.

   e. A description of the interface characteristics of one or more systems, subsystems, configuration items, manual operations, or other Mobile-Responsive User Interface solution components. If part or all of the design depends upon System states or modes, this dependency must be indicated.

   f. A description of the identifier assigned to each interface and identification of the interfacing entities (e.g., systems, system components, configuration items, users) by name, number, version, and documentation references, as applicable. A systems configuration diagram showing all interfaces is also required. Entities with fixed interface characteristics must be identified (impose interface requirements on the interfacing entities). One or more interface diagrams shall be provided, as appropriate, to depict the interfaces. Interfacing entities that need mention but are not part of this document should be noted.

   g. Interface design descriptions shall include the following:

      i. Interface assigned priority.

      ii. Type of interface (such as real-time data transfer, storage-and-retrieval of data, etc.) to be implemented.

      iii. API standard communication protocol (e.g., REST, SOAP, JSON)

      iv. Characteristics of individual data elements and data element assemblies (records, messages, files, arrays, displays, reports) that the interfacing entity will provide, store, send, access, receive, to include:

         1) Names/identifiers.

2) Data type (alphanumeric, integer, etc.).

3) Size and format, such as length and punctuation of a character string.

4) Units of measurement, such as meters, dollars, nanoseconds.

5) Range or enumeration of possible values, such as 0-99.

6) Accuracy (how correct) and precision (number of significant digits).

7) Priority, timing, frequency, volume, sequencing, and other constraints, such as whether the data element may be updated and whether business rules apply.

8) Security and privacy constraints.

9) Sources (setting/sending entities) and recipients (using/receiving entities).

v. Characteristics of communication methods and protocols that the interfacing entity will use for the interface including:

1) Project-unique identifier.

2) Communication links/bands/frequencies/media and their characteristics.

3) Message formatting.

4) Flow control, such as sequence numbering and buffer allocation.

5) Data transfer rate, whether periodic or irregular, and interval between transfers.

6) Routing, addressing, and naming conventions.

7) Transmission services, including priority and grade.

8) Safety/security/privacy considerations, such as encryption, user authentication, compartmentalization, and auditing.

vi. Characteristics of protocols the interfacing entity will use for the interface, such as:

1) Project-unique identifier(s).

2) Priority/layer of the protocol.

3) Packeting, including fragmentation and reassembly, routing, and addressing.

4) Legality checks, error control, and recovery procedures.

5) Synchronization, including connection establishment, maintenance, termination.

6) Status, identification, and any other reporting features.

vii. Other characteristics, such as physical compatibility of the interfacing entity, such as dimensions, tolerances, loads, plug compatibility, etc.

viii. Traceability to requirements addressed by the interfaces.

2.5.5 Develop an Interface Control Document

1. The Contractor shall develop an Interface Control Document (ICD) that describes how to access the functions and services provided by the Mobile-Responsive User Interface solution via the interface. The ICD shall:

   a. Track the necessary information required to effectively define the Mobile-Responsive User Interface solution's interfaces as well as any rules for communicating with them to provide guidance on the architecture of the Mobile-Responsive User Interface solution to be developed.

   b. Help ensure compatibility between modules and System components.

   c. Describe the intended functionality and purpose of the interface together with any design constraints, including, but not limited to:

      i. The identification of the interfacing module, Technology Projects' solution/system, or System component.

      ii. The reason for the interface's existence, including the user requirement that is satisfied.

      iii. A description of what the interface does.

      iv. Specification of the information to be exchanged (e.g., data type, size, format, measures).

      v. Timing and sequencing constraints.

      vi. Capacity and performance requirements.

      vii. Requirements for communications protocol standards compliance.

      viii. Identification of any safety requirements discovered in an interface.

   d. Describe, based on design, how the interface will be implemented, including, but not limited to:

      i. Interface Type: task to task, external, user, serial, parallel, etc.

      ii. A description of the communications protocol. Protocol descriptions include:

         1) Message format and description, including user error messages, user information messages, and inter-process messages.

         2) Message component names.

         3) Message initiation.

         4) The processing of message interruptions. Fragmentation and reassembly of messages.

         5) Error detection, control, and recovery procedures.

         6) Synchronization, including connection establishment, maintenance, termination, and timing and sequencing.

         7) Flow control, including sequence numbering, window size, and buffer allocation.

8) Data transfer rate.

9) Transmission services, including priority and grade.

10) Security, including encryption, user authentication, and auditing.

11) Error codes.

2.5.6 Architectural Review Requirements

1. The Contractor shall develop Data Model Standards for the Technology Projects. Data Model Standards shall, at a minimum:

   a. Demonstrate that all databases have conceptual and physical data models that are completed as part of the Design Specifications Document referenced in section 2.5.1.

      i. Acceptable data modeling tools are Sparx, Enterprise Architect, CA Erwin, Visio, and Lucid.

   b. Pertinent information about the data, including, but not limited to, definitions and sharing roles. The physical data model shall also include a data matrix when the data is coming from another source.

2. The Contractor shall develop Network Diagram Standards for the Technology Projects. Network Diagram Standards shall, at a minimum:

   a. Present a full network architecture diagram showing the entire Mobile-Responsive User Interface solution, including servers, server type, interfaces, network connections, and physical location.

   b. Include a draft diagram for each proposed environment during the planning phase until architecture diagrams can be finalized, submitted to, and approved by DEO during the design phase.

3. The Contractor shall create Process Flow Modeling Standards, which shall provide an overview of the workflow processes, starting with the end user. Many applications have multiple workflows with decision points and multiple diagrams to describe; therefore, Process Flow Modeling Standards shall include what type of data is being sent at each decision point.

4. The Contractor must provide a list of all software to be used in the Reemployment Assistance CX/UX System including:

   a. Software product name.

   b. Software product version and upgrade cycle.

   c. Licenses.

   d. Vendor of software product.

   e. Software required for development.

   f. Software required for support.

5. The Contractor shall develop Physical Environment Standards. Physical Environment Standards shall, at a minimum:

   a. Depict what physical hardware, operating system, and applications are being used at each point.

b. Not show any firewall devices that define a demilitarized zone (DMZ) if DMZs are shown in the Network Diagram Standards.

2.6 Data Conversion

1. The Contractor shall convert and validate the accuracy of all existing System data into the Mobile-Responsive User Interface solution.

2. The Contractor shall develop a Data Conversion Strategy document that addresses all data conversion requirements for both automated and manual processes. The Data Conversion Strategy document must include, but is not limited to:

   a. Identifying which portions of the data conversion process, if any, shall be performed manually.

   b. Determining if the existing System database and the Mobile-Responsive User Interface solution will be required to run in parallel during the data conversion process.

   c. Determining if the data function in the existing System database will be used in the same manner or used differently in the Mobile-Responsive User Interface solution.

   d. Determining the order that data will be processed in the existing System database and the Mobile-Responsive User Interface solution.

   e. Identifying all interfaces and determining how the interfaces will be achieved.

   f. Volume considerations, such as the size of the database and the amount of data to be converted, the number of reads, and the time required for conversions.

   g. User work and delivery schedules and time frame for reports.

   h. Determining task dependencies.

   i. Determining whether data availability and use shall be limited during the data conversion process.

   j. Determining the process for handling obsolete or unused data that is not converted.

   k. Determining the process for cleansing data from the existing System database to the Mobile-Responsive User Interface solution.

   l. Identifying critical factors, assumptions, constraints, risks, and issues that could affect the data conversion process.

   m. Determining if a clear disposition path exists for every business objective/data element.

   n. The scope of the data conversion effort, including, but not limited to:

      i. Conversion objectives, impact, and resources.

      ii. Files/data that will be converted or linked to the Mobile-Responsive User Interface solution as an interface.

      iii. Plans for normalization of data to be converted.

      iv. Evaluation of DEO ad hoc databases that facilitate the System's processes and whether their data needs to be converted and incorporated into the Mobile-Responsive User Interface solution.

      v. The processes that will be used to complete the conversion, including verification

procedures and acceptance responsibilities.

vi. Conversion support requirements, including use of the System, policy issues, and hardware.

vii. List of conversion tools.

viii. Schedule for completing the conversion processes.

ix. Conversion preparation tasks outline.

x. Plans for necessary manual conversion and data cleanup activities.

xi. Approach to ensure the accuracy of the converted data.

xii. Plans for ensuring that System data will be continually updated with changes from interfacing systems and new systems until all modules and system components of the Mobile-Responsive User Interface solution have been implemented.

2.7 Technology Projects Solutions

2.7.1 Provide an Integration Platform Solution

1. The Contractor shall provide and implement an Integration Platform solution that incorporates current industry standards, tools, or technology where the ongoing support and maintenance skill sets are readily available in the industry. The Integration Platform shall:

   a. Support a fully scalable architecture designed to allow incremental increases in every capacity to meet expansion in usage demand.

   b. Promote a System-wide view which supports enabling technologies that align with DEO's goals and nationally recognized Reemployment Assistance business processes and technologies.

   c. Enable the seamless integration of the System, multiple modular components including Commercial-off-the-Shelf (COTS) software, Software-as-a-Service (SaaS) solutions, and additional projects, as identified by DEO.

   d. Allow for functional or technical modules or module components to be loosely coupled and the capability to be added, changed, or removed by DEO staff.

   e. Provide centralized logging for the modernized System and shall create log files which record Integration Platform events.

2.7.1.1 Provide an Enterprise Service Bus

2. The Contractor shall provide an Enterprise Service Bus (ESB) as the Integration Platform solution. The ESB must:

   a. Serve as the primary API gateway to provide real-time access to services and data for both internal and external systems.

   b. Act as the communication broker and web services orchestrator for the modernized System's projects and components.

   c. Support manageable interactions among the solutions and projects included in the Modernization Project to intelligently route data flowing through System components, adapting and transforming that data as required by the System's various solutions. The interaction styles may include synchronous or asynchronous request/response,

messaging, publish/subscribe, alerts, security, and quality of service.

d. Provide a service-oriented architecture (SOA) and standards approach, which promotes secure data sharing, data management, service routing, and message processing across System components and external systems.

e. Orchestrate a stateless flow of information and request/reply conversations across services and between applications in the SOA.

f. Meet the specifications provided in Attachment C.1.

g. Support an architecture which clearly defines service end points that add functionality without requiring pervasive or broad changes to the ESB.

h. Provide message-oriented middleware, transformation, and routing intelligence for System components.

i. Be flexible and allow the integration of a variety of industry standard technologies.

j. Be capable of receiving documents, images, and any other file types identified by DEO from external systems to be stored in the System.

k. Be capable of receiving data via one protocol and translate it to another protocol prior to further routing.

l. Support, at a minimum, the following web service, specifications, and adaptors: ODBC, JDBC, POP3, SMTP, SSH, Web Service (WSDL, WS-*, SOAP, REST, UDDI, ODATA), XML, JSON-WDP, FTPS, SFTP, HTTP, HTTPS, JMS, MSMQ, COBOL, VSAM.

m. Routinely check to see if each System integration point is operating as expected. The frequency of each System integration point verification shall be defined by DEO.

n. Provide secure sharing of data across the ESB production database and System components, including the modernized System and external systems. These systems shall include the transaction data, operational data, and the data warehouse.

o. Provide the capacity to execute business rules from a variety of systems using ESB orchestrations.

p. Provide a publish subscribe service capability which integrates with various System components to send messages or transactions originating from one system/record to subscribers using policy-based criteria.

2.7.2 Provide a Business Rules Engine

1. The Contractor shall provide a Business Rules Engine (BRE) that is already integrated with a Mobile-Responsive User Interface solution, to provide the needed flexibility, configurability, and capacity to improve transparency and use of standard Reemployment Assistance business rules. The BRE shall:

a. Serve as the primary database of Reemployment Assistance business rules.

b. Meet the specifications provided in Attachment C.2.

c. Support access to project-wide rules across systems, based on the SOA (even though some systems and platforms may already have built-in rules engines).

d. Support authorized System users to create System rules for business functions using

menu-driven functionality or in natural language in a user-friendly interface, allow for the updating of rules without coding changes, and include granular check-out and check-in rules and an audit trail of business rules changes.

e. Provide access to the most current business rules during rule authoring and at execution time without recompiling code.

f. Support rollback to prior versions of rules with no System downtime.

g. Provide the functionality to streamline large sets of similarly structured rules with decision tables.

h. Have the flexibility and capacity to support diverse and complex state and Federal Reemployment Assistance programs, including the ability to configure alerts and notification triggers.

i. Support integration with DEO's current and future solutions included in the Identity Management and Access Control Project for multiple elevated user levels for business rules approvals.

j. Include a debugging tool to debug the business rules execution.

k. Allow the rules to be accessed by API or web services.

l. Be able to meet the high transaction volumes for the System, is scalable, and is available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

m. Allow modifications to be made to the valid values without System downtime.

n. Deliver a dashboard view of the BRE to monitor the rules execution and its performance and statistics.

o. Allow the capability to execute business rules from a variety of systems, including web applications, business process management processes, and ESB orchestrations.

p. Be able to produce reports on business rules passed or failed for all transactions.

2.7.3 Provide a Mobile-Responsive User Interface Solution

1. The Contractor shall provide a Mobile-Responsive User Interface Solution that is already integrated with the BRE, to provide improved Reemployment Assistance services to claimants and employers/TPAs. The Mobile-Responsive User Interface Solution shall:

a. Serve as the external interface for the System.

b. Meet the specifications provided in Attachment C.3.

c. Be a Custom off the Shelf (COTS) solution that will subsume the functionality of the existing System's interface and that will interface with external systems identified by DEO.

d. Be implemented incrementally for the target audiences identified by DEO and prioritized in the order listed below:

  i. Claimants.

  ii. Employers and TPAs.

e. Be implemented incrementally. Incremental implementation includes:

      i.   Prioritizing modules in the order listed below:

          1) Initial claims.

          2) Claims maintenance.

          3) Continued claims.

          4) Appeals.

          5) Employers and TPAs.

      ii.   Prioritizing enhanced claimant-facing features in the order listed below:

          1) Plain language functionality in English, Spanish, and Haitian Creole.

          2) All other features identified by DEO and Contractor during the implementation of the tasks and activities specified in section 2.9.

f. Be able to meet high user and transaction volumes, is scalable, and is available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

g. Allow modifications to be made to the user interface without System downtime.

h. Store Reemployment Assistance user data collected for up to 14 calendar days, in the event of planned or unplanned System downtime.

i. Allow Reemployment Assistance data to be accessed by API or web services.

j. Have the flexibility and capacity to support diverse and complex state and Federal Reemployment Assistance programs, including the ability to configure alerts and notification triggers.

k. Provide claimants, employers, and TPAs self-service capabilities to perform fact-finding and upload documents.

l. Provide a push notification feature to alert claimants the System requires them to take action on their own behalf.

m. Provide DEO the ability to customize a message on the initial screen of the multi-device friendly application.

n. Provide a Mobile-Responsive User Interface solution application that can be downloaded to an Android and/or Apple device from an application download store.

o. Provide a mobile insights intelligence dashboard regarding Reemployment Assistance activities, e.g., number of users resetting passwords, frequency, and retrieval of pertinent claim information by users, etc., that will assist DEO with measuring call deflection activities.

p. Include all functionality necessary to waive other requirements, including, but not limited to, able and available, work search, and actively seeking in times of disaster.

2.8 Technology Projects Services

2.8.1 Review and Update DEO's Business Rules Catalog

1. The Contractor shall analyze and update DEO's Business Rules Catalog to incorporate any business rules identified during Contract execution and thereafter. The Business Rules Catalog must:

a. Include a complete list of business rules that govern the Reemployment Assistance program.

b. Include the number of times a business rule has changed since the existing System was launched in 2013 as well as the date(s) the rule changed.

c. Include the approximate complexity of each business rule as low, medium, or high, as defined by DEO.

d. Include the type (claimants, employers/TPAs, or DEO staff) and number of System users impacted by the business rule, if applicable.

e. As applicable, crossmatch each business rule with any corresponding ALM ticket numbers on record.

f. Order business rules according to frequency of rule changes, from highest number of changes to lowest.

g. Be updated at least monthly for the duration of the Contract. If no updates are required for any given month, the Contractor shall submit in writing confirmation that no updates were required for that period.

h. Be maintained in DEO's Central Repository.

2.8.2 Catalog Reemployment Assistance Interfaces

1. The Contractor shall review and confirm the interfaces identified in section 1.9.5, and develop a detailed, phased implementation strategy that allows DEO to sustain continuous business and System operations for the duration of the Contract.

2. Contractor shall update DEO's existing catalog of existing Reemployment Assistance interfaces. The updated Reemployment Assistance Interface Catalog must:

a. Include all interfaces, including any new interfaces necessary to implement this Contract.

b. Ensure all interfaces are described, by direction, mode, frequency, system, and name, and include an overview for each interface.

c. Identify any interfaces that are no longer needed or that will be replaced by new System functionality.

d. Be updated at least monthly for the duration of the Contract. If no updates are required for any given month, Contractor shall submit in writing confirmation that no updates were required for that period.

e. Be developed using Microsoft Excel and maintained in DEO's Central Repository.

2.9 Continuous Modernization Strategic Roadmap

1. The Contractor shall provide a Continuous Modernization Strategic Roadmap for the Technology Projects. The Continuous Modernization Strategic Roadmap includes, but is not limited to:

a. Configuring the Technology Projects solutions, as specified in section 2.10.

b. Testing the Technology Projects solutions, as specified in section 2.11.2.

c. Implementing up to 1,000 business rules, as specified in section 2.10.3.

d. Implementing 14 web-based, real-time interfaces, as specified in section 2.10.4.

e. Implementing incremental real-time integration between the existing System database and the Mobile-Responsive User Interface solution.

f. Thorough testing, as specified in section 2.11.2.

g. Exceptions identified or made during Technology Projects implementation.

h. Accepted risks identified during Technology Projects implementation.

i. Gaps identified during Technology Projects implementation.

j. A phased implementation approach for other Technology Projects-related and enterprise-wide applications and systems, as specified by DEO and in an order approved by DEO.

2.10 Installation and Configuration

2.10.1 Installation and Configuration Plan

1. The Contractor shall develop an Installation and Configuration Plan that outlines how the Contractor will complete all required installation and configuration activities for all approved features and requirements specified by DEO for the Technology Projects. The Installation and Configuration Plan must:

    a. Describe the installation process, including any prerequisites to install.

    b. Include a list of hardware specifications, such as required RAM, storage disk space, CPU speed, etc. for the Technology Projects.

    c. Include a list of software specifications, such as operating systems, application server (if needed), and databases, including specific versions for any of these items, for the Technology Projects.

    d. Include a list for software installation associated with the Technology Projects, the dates of proposed future releases, and the method of installation.

    e. Include the type, source, and quantity of support materials needed for the installation, such as magnetic tapes, disk packs, and special forms.

    f. Provide a list of network considerations and requirements, as applicable.

    g. Provide information for the installation of the Technology Projects in DEO's Azure Government Cloud or another cloud environment approved by DEO.

    h. Provide step-by-step procedures for completing installation and configuration of the Technology Projects. Step-by-step procedures must include, but not be limited to, the following, as applicable:

        i. Installation and configuration of the Technology Projects' solutions.

        ii. Verification the Technology Projects are fully functional and operating as designed once installed.

        iii. The process to initialize databases and other software with specific data.

        iv. A description of the data update procedures that will be followed during the installation period.

    i. Provide site-specific software installation information for operations staff in both

centralized and networked software locations, including data update procedures to be followed during the installation period.

2.10.2 Installation and Configuration Services

1. The Contractor shall complete all activities necessary to implement the Technology Projects solution's capabilities, simple and complex configurations, and any applicable customizations to meet the requirements specifications in Attachment C and as updated according to section 2.4.4. Activities include, but are not limited to:

   a. Ensuring all critical development documents, including, at a minimum, requirements, design, and code, are maintained under an appropriate level of control.

   b. Ensuring processes and tools are in place to identify code versions and to rebuild Technology Projects configurations from source code.

   c. Ensure processes and tools are in place to manage Technology Projects changes, including formal logging of change requests and the review, prioritization, and timely scheduling of maintenance actions.

   d. Ensuring that mechanisms are in place to prevent unauthorized changes being made to the Technology Projects and to prevent unauthorized changes from being made to the wrong version.

2. The Contractor shall provide licensed implementations for the Technology Projects solutions to support the development environments specified by DEO, which include but are not limited to:

   a. Hotfix

   b. Systest

   c. Development

   d. Pre-production

   e. User Acceptance Test

   f. Production

   g. Training

3. The Contractor shall demonstrate prototype(s) with DEO staff and any stakeholders identified by DEO as appropriate to get valuable feedback on potential additions or changes early and incorporate the feedback.

2.10.3 Install and Configure the Business Rules Engine

1. The Contractor shall install the Business Rules Engine.

2. The Contractor shall configure the Business Rules Engine to include up to 1,000 business rules of varying complexity. Business rules include those which will be migrated from their existing application or those that will be newly developed to ensure interoperability of the modernized System.

3. The Contractor shall prioritize configuring business rules as follows:

   a. All rules necessary to successfully implement the Mobile-Responsive User Interface solution.

b. Other rules identified by DEO.

2.10.4 Install and Configure the Enterprise Service Bus

1. The Contractor shall install the Enterprise Service Bus.

2. The Contractor shall configure the Enterprise Service Bus to include the 14 web-based, real-time interfaces identified in section 1.9.5.

3. The Contractor shall define the technical specifications for the 14 web-based, real-time interfaces identified in section 1.9.5.

4. The Contractor shall implement the web-based, real-time interfaces. Implementing the web-based, real-time interfaces includes, but is not limited to:

    a. Prioritizing the interfaces as follows:

        i. Social Security Administration.

        ii. Florida Department of Highway Safety Motor Vehicles.

        iii. Fraud Initiative Rules and Rating Engine.

        iv. All other web-based, real-time interfaces.

    b. Test the interfaces according to the specifications in section 2.11.2.

    c. Tracking and correcting deficiencies identified by DEO, DEO's SPO, DEO's SSI vendor, DEO's IV&V vendor, or any other vendor identified by DEO.

    d. Verify and validate the interfaces.

    e. Coordinating with DEO stakeholders and external stakeholders identified by DEO.

2.10.5 Install and Configure the Mobile-Responsive User Interface

1. The Contractor shall install the Mobile-Responsive User Interface solution.

2. The Contractor shall configure the Mobile-Responsive User Interface solution to provide immediate user improvements, including easy-to-navigate screens, incorporation of plain language, and a mobile-responsive interface.

3. The Contractor shall review and update DEO's plain language documentation for implementation in the Mobile-Responsive User Interface solution.

4. The Contractor shall configure the Mobile-Responsive User Interface solution to integrate data using a nightly batch process, at a minimum. Incremental real-time integration shall be implemented in phases according to the specifications in section 2.9.

    a. Data shall be converted according to the specifications in section 2.6.

2.10.6 Develop a Migration Strategy

1. The Contractor shall provide a Migration Strategy that includes, at a minimum, DEO's existing databases and new solutions.

2. The Migration Strategy must describe how business rules will be called throughout the phased implementation of the business rules while all solutions are operational.

3. The Migration Strategy must describe how real-time, web-based interfaces will be called throughout the phased implementation of the interfaces while all solutions are operational.

2.11 Integration and Testing

2.11.1 Integration Services

1. The Contractor shall integrate the Technology Projects with the System, the cloud provider(s), applications, interfaces, and other systems that exchange information with the Reemployment Assistance program. Integration includes, but is not limited to:

    a. Ensuring each Modernization Project is successfully integrated and meets the specifications in Attachment C.

    b. Working with DEO's SSI vendor to resolve issues that arise with integrating the Technology Projects' solutions.

    c. Following defined integration standards, as defined by DEO.

    d. Using appropriate interoperability standards.

    e. Mitigating all risks related to the integration for the Technology Projects.

2. The Contractor shall be provided secure access to the System's code repository to support integration activities.

3. The Contractor shall develop a technical roadmap that defines the sequencing and transition plans for the integration of the Technology Projects.

4. The Contractor shall work with DEO's SSI vendor to update the architecture and technical standards that govern the integration of the Technology Projects.

5. The Contractor shall adhere to DEO's architecture change control and approval processes and must submit any technical change requests for the Technology Projects to DEO and DEO's SSI vendor for review.

2.11.2 Testing Services

1. The Contractor shall confirm interoperability of the Technology Projects with the System, cloud provider(s), applications, interfaces, and other systems that exchange information with the Reemployment Assistance program.

2. The Contractor shall develop a Testing Plan for the Technology Projects. The Testing Plan must include, but is not limited to:

    a. Each phase of testing.

    b. The following types of testing:

        i. Unit.

        ii. System/Module.

        iii. Internal integration.

        iv. Rules.

        v. Performance

        vi. Regression.

        vii. Load.

        viii. Stress.

   ix. Smoke.

 c. A description of the methodology, processes, and tools the Contractor will use to ensure interoperability of the Technology Projects with the System.

 d. Test case design and documentation for each sub-phase of testing, including identifications, detailed steps, expected results, and actual results.

 e. Test schedule.

 f. Test pass/fail criteria.

 g. Test metrics and measurements, which include, but are not limited to:

   i. Tests executed.

   ii. Tests passed.

   iii. Tests failed.

   iv. Test incidents, by criticality.

   v. Subsequent defects.

   vi. Subsequent change orders or work authorizations.

 h. Test closure criteria.

 i. A Test Descriptions section that simulates workflow to ensure business performance is achieved. At a minimum, the Test Descriptions section shall address the following areas:

   i. Project-unique identifier of a test case.

   ii. Requirements addressed.

   iii. Prerequisite conditions.

   iv. Test inputs.

   v. Expected test results.

   vi. Criteria for evaluating results.

   vii. Test procedure.

   viii. Assumptions and constraints.

3. The Contractor shall plan and execute testing for all inbound and outbound interfaces to verify accurate and secure data transmission, including coordinating with users, Modernization Project vendors, and external agencies and partners identified by DEO in advance to test all inbound and outbound interfaces.

4. The Contractor shall execute the Testing Plan approved by DEO. The Contractor shall ensure each Technology Project passes testing requirements prior to integration.

5. The Contractor shall develop a Test Results Report for the Technology Projects. The Test Results Report must include, but is not limited to:

 a. The component and product testing, complete testing sequences, and dynamic analysis which verify the execution of the implementation of testing sequences and transition coverage for the Technology Projects.

b. Identification of any remaining deficiencies, limitations, or constraints that were detected by the testing performed. Problem/change reports will be used to provide deficiency information.

    i. For each remaining deficiency, limitation, or constraint, a description of the impact on the Technology Projects performance, including identification of requirements not met. Also, the following will be addressed:

        1) The impact on Technology Projects solution design, including other correlating factors that might influence the correction process.

        2) A recommended solution/approach for correcting the identified error(s).

c. Test numbers, a summary of test results, problems encountered, identification of test procedure step(s) where problems occurred, reference to backup material as appropriate, deviations from test cases/procedures, and an assessment of the deviations' impact.

d. Confirmation that the Technology Projects meet the functional, technical, and operational requirements/objectives of DEO.

e. Describe the content and repository for test results, which include the testing identified in section 2.11.2.

f. An assessment of the Technology Projects, including, but not limited to:

    i. An overall assessment of the software as demonstrated by the test results in the Test Results Report.

    ii. The identification of any remaining deficiencies, limitations, or constraints that were detected by the testing performed. Problem/change reports may be used to provide deficiency information.

        1) For each remaining deficiency, limitation, or constraint, describe the impact on software and System performance, including identification of requirements not met. Also, the following must be addressed:

            a) The impact on software and System design to correct it.

            b) A recommended solution/approach for correcting it.

2.12 Operational Readiness Testing

1. The Contractor shall develop an Operational Readiness Test Plan and Schedule to assess the readiness of DEO's operations and the competency and proficiency of DEO's operations staff. The Operational Readiness Test Plan and Schedule shall, at a minimum:

a. Be approved by DEO prior to execution.

b. Address:

    i. The identification all inputs and workflows into and through each business process being tested.

    ii. Load testing and its results.

    iii. Staff readiness testing and communications testing to ensure the Contractor and Mobile-Responsive User Interface solution are ready to perform.

      iv.   Basic functions including:

          2)   Processing all inputs.

          3)   Adjudication functions.

          4)   Claimant registration processing.

          5)   Appeal processing functions.

          6)   Customer service and correspondence management.

          7)   Fraud Initiative Rules and Rating Engine functions.

          8)   Electronic document management.

      v.   Meeting System performance and operational performance requirements.

      vi.   Backup capacity and verification of data security and disaster prevention and recovery procedures.

          9)   The disaster recovery processing portion of the operational readiness test will be limited to a recovery during a daily and a weekly process cycle. The length of the test will be the amount of time that is necessary to recover from the disaster and provide proof that the recovery has been successfully completed.

2.   The Contractor shall perform other operational readiness demonstrations at the discretion and direction of DEO, to ensure operational readiness.

3.   The Contractor shall submit an Operational Readiness Test Report that details the results of the operational readiness tests and assessments to certify that the Mobile-Responsive User Interface solution and its functions, processes, operational procedures, staffing, telecommunications, and all other associated support is in place and ready for operation. Operational Readiness Test Reports shall include, but not be limited to:

    a.   Summaries of the results of the testing at the end of each phase of testing.

    b.   A Final Operational Readiness Testing Report. The Final Operational Readiness Testing Report shall summarize the testing process and provide, at a minimum:

      i.   An overall assessment of the business operation as demonstrated by the test results in this report.

      ii.   Identify any training, resource or operational deficiencies, limitations, or constraints that were detected by the testing performed. Problem/change reports may be used to provide deficiency information. For any training, resource, or operational deficiency, limitation, or constraint, describe its impact with regard to:

          1)   Meeting key operational performance indicators or standards.

          2)   Other dependent business operations.

          3)   Identifying requirements that were not met.

          4)   Identifying the effort and timeline to remedy the cause.

2.13 Lessons Learned

1. The Contractor shall review existing DEO lessons learned, which will be provided upon Contract execution.

2. The Contractor shall capture and document lessons learned for the Technology Projects. Lessons learned must:

    a. Clearly support continuous improvement throughout the Technology Projects.

    b. Be documented and maintained in DEO's Center of Excellence.

    c. Be evaluated and submitted at intervals identified by DEO.

2.14 Project Closeout and Transition

1. Both DEO and the Contractor agree that upon any termination or expiration of this Contract, a seamless and transparent transfer is in the best interest of DEO and its stakeholders. DEO and the Contractor therefore agree to develop and implement a reasonable transition plan (the "Transition Plan") designed to achieve an efficient transfer of responsibility to DEO and/or another contractor, in a timely manner, and to cooperate fully throughout the post-termination/expiration period until such transition is complete. DEO requires that the Contractor work in conjunction with DEO and any subsequent contractor to ensure a smooth transition at the termination or expiration of any contract resulting from this RFQ.

2. The Contractor shall cooperate with DEO to assist with the orderly transfer of the services, functions, and operation provided by the Contractor hereunder to DEO and/or another contractor, as determined by DEO. Contractor personnel critical to the transfer efforts will be identified by the Parties. The Contractor will ensure the cooperation of its key employees during the transfer process. The Contractor shall:

    a. Fully cooperate with DEO and any subsequent contractor.

    b. Provide a written plan that details disposition of DEO data, if applicable, and hand-off of services.

    c. Agree to transfer the data in its custody to DEO and/or any subsequent contractor, if applicable and only at the direction of DEO, via secured means approved by DEO.

    d. Confirm that any electronic copies of DEO proprietary information stored on Contractor equipment was transferred back to DEO before being deleted.

    e. Identify any DEO proprietary documentation and return it to DEO. Any electronic copies of DEO proprietary information stored on Contractor's equipment must be transferred back to DEO before being deleted. The format and the medium of transfer will be at the discretion of DEO.

2.14.1 Develop a Transition Plan

1. The Contractor shall develop a Transition Plan for the orderly, effective transition of data and operations 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. Include a seamless and transparent transition of data and operations to either DEO or a subsequent contractor(s) to include operations and continuing support for the Mobile-Responsive User Interface solution until such time the transition is fully complete and

operational.

    c.   Be completed at a date agreed upon by DEO and the Contractor, but not later than six (6) months from the award of the Contract.

    d.   Include, at a minimum, the procedures and schedule under which:

        i.   The Contractor and DEO will meet to review the status of Transition Plan activities and to resolve any issues.

        ii.   Outside vendors will be notified of procedures to be followed during the transition.

        iii.   All DEO data and information, documents, mail, instruments, and other relevant information are transferred to DEO, via secured means.

        iv.   Financial reconciliation of all funds.

        v.   Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.

2.   Final approval of the Transition Plan resides with DEO.

2.14.2 Develop a User Manual

1.   The Contractor shall develop a User Manual for the Technology Projects that provides step-by-step instruction for accomplishing tasks and work processes, creating reports, fixing errors, and trouble shooting. The User Manual must:

    a.   Address all internal user types identified by DEO, such as HelpDesk, Admin, and Subject Matter Experts.

    b.   Be written in a procedural, step-by-step format that all users can easily understand.

    c.   Consolidate all functions and supporting materials for file maintenance (e.g., coding values for fields) by module and by file within the business functional area.

    d.   Consistently define codes used in various sections.

    e.   Identify any mnemonics used.

    f.   Use abbreviations consistently.

    g.   Consistently apply field names for the same fields on different records.

    h.   Be updated throughout the term of the Contract and at intervals specified by DEO.

    i.   Transfer ownership of the User Manual to DEO at contract expiration.

    j.   Include, at a minimum:

        i.   A table of contents and indices.

        ii.   Descriptions of online error messages for all fields incurring edits as well as the corresponding resolution of the edit.

        iii.   Tables of valid values for data fields, e.g., claims status, including codes and descriptions in English, presented on screens and reports.

        iv.   Screen illustrations, with all data elements on the screens, must be identified by number, and all calculated or generated fields on the screens described clearly.

v.   Instructions for entering online updates must clearly specify the screen to be used.

vi.   Instructions for requesting reports or other outputs with examples of input documents and/or screens.

vii.   Each process and procedure shall identify the user and the purpose (outcome) of the process or procedure.

viii.   Report descriptions for reports generated within the Technology Projects' solutions to include:

    1) A narrative description of each report.

    2) The purpose of the report.

    3) Definition of all fields in reports, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.

    4) Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.

    5) Provide and maintain a detailed user manual for the ad hoc reporting capability with instruction on how to use the online request function and include examples of the types of reports that can be generated.

2.14.3 Develop Operating Procedures

1. The Contractor shall develop Operating Procedures to clearly document the System and Technology Projects. Operating Procedures shall, at a minimum:

   a. Help define and provide understanding for programmers and other technical staff with efficiently operating and maintaining the System's operations and performance.

   b. Be maintained online in a format and location specified by DEO.

   c. Be revised throughout the duration of the Contract with any changes resulting from acceptance testing, training, or changes in procedures during ongoing operations.

   d. Transfer ownership of the Operating Procedures to DEO upon contract expiration.

   e. Address all facets of the technical operation of the System and Technology Projects, including, but not limited to:

      i.   Application and database design and architecture.

      ii.   Application structure and module/sub-module/program/subroutine relationships.

      iii.   Application start-up/shut-down procedures.

      iv.   Application backup, recovery, and restart procedures.

      v.   Data dictionary structure and maintenance procedures.

      vi.   Database logical and physical organization and maintenance procedures.

      vii.   Application and System security features.

viii.   Audit and testing procedures.

ix.   System data input, error checking, error correction, and data validation procedures.

x.   User help procedures and features.

xi.   System troubleshooting and system tuning procedures and features.

xii.   System administration functions, such as code management and copy file management.

xiii.   Setting and changing System password and user ID.

xiv.   System interface processing.

xv.   On-line and batch processing procedures.

xvi.   Unique processing procedures.

xvii.   Report generation procedures.

xviii.   Menu structures, chaining, and system command mode operations.

xix.   Job scheduling.

xx.   Job cycles (daily, weekly, monthly, quarterly, annually, and special).

2.14.4 Develop Training Materials

1. The Contractor shall develop training materials that support technical training for the Technology Projects. Training materials include, but are not limited to:

   a. Visuals.

   b. Handouts.

   c. Workbooks.

   d. Manuals.

   e. Electronic modules.

   f. Demonstrations.

2. Training materials shall:

   a. Follow a functional workflow approach to learning the Technology Projects with a focus on "hands-on" examples.

   b. Accurately reflect the Technology Projects as they function.

   c. Include preparation of an instructor guide for use in subsequent training.

   d. Include a process for revision as Technology Projects modifications are implemented or as additional training needs are identified.

   e. Include, at a minimum, the following topics:

      i. Technology Projects overview.

      ii. Technology Projects benefits.

      iii. Data inputs, outputs, and reports generated.

<ol type="i" start="4">
Major Technology Projects business functions.
User manual contents and usage.
Technology Projects usage.
Entering data and data validation.
Data correction and user help features.
Menu and Technology Projects function traversal.
Problem recovery.
Report usage, content, location, and generation.
Search and inquiry features.
Record-update procedures.
Technology Projects operation.
Seeking technical help.
Technology Projects application and equipment assistance.

f. Be provided in both Microsoft Word and PDF.

g. Be revised throughout the duration of this Contract and as requested by DEO.

3. Contractor shall receive DEO approval on all training materials before any training is administered.

4. Contractor shall transfer all training materials to DEO upon contract expiration.

2.14.5 Provide Training

1. The Contractor shall provide training to DEO staff and any other user identified by DEO for Technology Projects, including any additional software products required to support the Technology Projects.

    a. Training materials may include visuals, handouts, workbooks, manuals, computerized displays, and demonstrations. These materials will:

        i. Follow a functional, workflow approach to learning the Technology Projects solutions with a focus on "hands-on" examples.

        ii. Accurately reflect the Technology Projects solutions as they function.

        iii. Include an instructor guide for use in subsequent training.

        iv. Include a process for revision as Technology Projects solutions modifications are implemented or as additional training needs are identified.

2.15 Technology Projects Acceptance and Go-Live

The Contractor shall provide DEO an integrated, adaptable, and scalable System that meets the requirements specified in this RFQ by the due dates specified in this Contract. The Contractor must obtain DEO's written approval for final System go-live and acceptance and operational acceptance (post go-live).

3.0 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences

Deliverable 1 – Project Kick-Off Meeting

Description	Minimum Level of Performance	Financial Consequences
Contractor shall host a Project kick-off meeting in accordance with section 2.1.1.	At a minimum, Contractor must conduct a kick-off meeting in accordance with section 2.1.1, and as evidence provide DEO with the agenda, presentation materials, and meeting minutes as approved by DEO within five (5) business days of Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to conduct the kick-off meeting and provide the agenda, presentation materials, and meeting meetings as approved by DEO within five (5) business days of Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 2 – Project Management Plan and Transition Plan

Description	Minimum Level of Performance	Financial Consequences
Contractor shall draft and submit a Project Management Plan and Transition Plan in accordance with sections 2.1.2 and 2.14.1.	At a minimum, Contractor must submit to DEO a Project Management Plan and Transition Plan in accordance with sections 2.1.2 and 2.14.1 within 20 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Project Management Plan and Transition Plan as specified in sections 2.1.2 and 2.14.1 within 20 business days of Contract execution shall result in a penalty of $1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 3 – Project Schedule

Description	Minimum Level of Performance	Financial Consequences
Contractor shall draft and submit a Project Schedule in accordance with section 2.1.3.	At a minimum, Contractor shall submit a Project Schedule in accordance with section 2.1.3 to DEO within 20 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide a Project Schedule as specified in section 2.1.3 within 20 business days of Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 4 – Staffing Plan

Description	Minimum Level of Performance	Financial Consequences

Contractor shall draft and submit a Staffing Plan in accordance with section 2.1.4.	At a minimum, Contractor shall submit a Staffing Plan in accordance with section 2.1.4 to DEO within 20 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide a Staffing Plan as specified in section 2.1.4 within 20 business days of Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 5 – Business Continuity Plan

Description	Minimum Level of Performance	Financial Consequences
Contractor shall draft and submit a Business Continuity Plan in accordance with section 2.2.	At a minimum, Contractor shall submit a Business Continuity Plan in accordance with section 2.2 to DEO within 40 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide a Business Continuity Plan as specified in section 2.2 within 40 business days of Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 6 – Infrastructure Report

Description	Minimum Level of Performance	Financial Consequences
Contractor shall draft and submit an Infrastructure Report in accordance with section 2.3.2.	At a minimum, Contractor shall submit an Infrastructure Report in accordance with section 2.3.2 to DEO within 25 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide an Infrastructure Report as specified in section 2.3.2 within 25 business days of Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 7 – Performance Requirements

Description	Minimum Level of Performance	Financial Consequences
Contractor shall draft and submit Performance Requirements for the Technology Projects in accordance with section 2.4.2.	At a minimum, Contractor shall submit Performance Requirements for the Technology Projects in accordance with section 2.4.2 to DEO within 40 business days following Contract execution.	Failure to submit the Performance Requirements for the Technology Projects in accordance with section 2.4.2 to DEO within 40 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such

	Completion of this deliverable is based on review and approval by DEO.	reduction shall be made from the deliverable payment.
Deliverable 8 – Joint Application Development Sessions		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall conduct Joint Application Development sessions in accordance with section 2.4.3.	At a minimum, Contractor shall conduct Joint Application Development sessions in accordance with section 2.4.3 no later than 35 business days following contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to conduct the Joint Application Development sessions in accordance with section 2.4.3 within 35 business days following contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 9 –Requirements Report		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with a Requirements Report for the Technology Projects in accordance with section 2.4.5.	At a minimum, Contractor shall prepare and submit a Requirements Report for the Technology Projects in accordance with section 2.4.5 within 40 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Requirements Report for the Technology Projects in accordance with section 2.4.5 within 40 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 10 – Requirements Management Plan		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with a Requirements Management Plan for the Technology Projects in accordance with section 2.4.6.	At a minimum, Contractor shall prepare and submit to DEO a Requirements Management Plan for the Technology Projects in accordance with section 2.4.6 within 20 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Requirements Management Plan for the Technology Projects in accordance with section 2.4.6 within 20 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 11 – Design Specifications Document		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with a Design Specifications Document in accordance with section 2.5.1.	At a minimum, Contractor shall prepare and submit to DEO a Design Specifications Document in accordance with section 2.5.1 within 45 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Design Specifications Document in accordance with section 2.5.1 within 45 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 12 – Detailed Technology Projects Screen and Design Document		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with a Detailed Technology Projects Screen and Design Document in accordance with section 2.5.2.	At a minimum, Contractor shall prepare and submit to DEO a Detailed Technology Projects Screen and Design Document in accordance with section 2.5.2 no later than the dates listed below: Screen and Design Document – Post-Design Phase: Within 45 business days following contract execution. Screen and Design Document – Pre-Acceptance Testing Phase: Within 80 business days following contract execution. Screen and Design Document – Pre-Implementation Phase: Within 80 business days following contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Detailed Technology Projects Screen and Design Document in accordance with section 2.5.2 by the specified due dates shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 13 – System Architecture and Design Document		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with a System Architecture and Design	At a minimum, Contractor shall prepare and submit to DEO a System Architecture and Design Document in accordance with	Failure to submit the System Architecture and Design Document in accordance with section 2.5.3 within 45 business days following Contract

| Document in accordance with section 2.5.3. | section 2.5.3 within 45 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO. | execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment. |

Deliverable 14 – Interface Design Description and Integration Specification Document		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide an Interface Design Description and Integration Specification Document in accordance with section 2.5.4.	At a minimum, Contractor shall submit to DEO an Interface Design Description and Integration Specification Document in accordance with section 2.5.4 within 45 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Interface Design Description and Integration Specification Document in accordance with section 2.5.4 within 45 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 15 – Interface Control Document		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit to DEO an Interface Control Document in accordance with section 2.5.5.	At a minimum, Contractor shall submit an Interface Control Document in accordance with section 2.5.5 within 45 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Interface Control Document in accordance with section 2.5.5 within 45 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 16 – Architectural Review Document		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit to DEO an Architectural Review Document that contains Data Model Standards, Network Diagram Standards, Process Flow Modeling Standards, and Physical Environment Standards in accordance with section 2.5.6.	At a minimum, Contractor shall submit an Architectural Review Document in accordance with section 2.5.6 within 45 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Architectural Review Document in accordance with section 2.5.6 within 45 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such

		reduction shall be made from the deliverable payment.

Deliverable 17 – Data Conversion Strategy Document

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit a Data Conversion Strategy Document in accordance with section 2.6.	At a minimum, Contractor shall submit a Data Conversion Strategy Document in accordance with section 2.6 within 45 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Data Conversion Strategy Document in accordance with section 2.6 within 45 business days following Contract execution shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 18 – Business Rules Catalog

Description	Minimum Level of Performance	Financial Consequences
Contractor shall update and submit a Business Rules Catalog in accordance with section 2.8.1.	At a minimum, Contractor shall submit to DEO a Business Rules Catalog in accordance with section 2.8.1 no later than 6/2/2023. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Business Rules Catalog in accordance with section 2.8.1 on or before 6/2/2023 shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 19 – Reemployment Assistance Interfaces

Description	Minimum Level of Performance	Financial Consequences
Contractor shall update and submit a Reemployment Assistance Interfaces Catalog in accordance with section 2.8.2.	At a minimum, Contractor shall submit to DEO a Reemployment Assistance Interfaces Catalog in accordance with section 2.8.2 no later than 6/2/2023. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Reemployment Assistance Interfaces Catalog in accordance with section 2.8.2 on or before 6/2/2023 shall result in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 20 – Continuous Modernization Strategic Roadmap

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit a Continuous Modernization Strategic	At a minimum, Contractor shall submit to DEO a Continuous Modernization Strategic Roadmap	Failure to provide the Continuous Modernization Strategic Roadmap in

Roadmap in accordance with section 2.9.	in accordance with section 2.9 no later than 6/16/2023. Completion of this deliverable is based on review and approval by DEO.	accordance with section 2.9 on or before 6/16/2023 in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 21 – Installation and Configuration Plan		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit an Installation and Configuration Plan in accordance with section 2.10.1.	At a minimum, Contractor shall submit to DEO an Installation and Configuration Plan in accordance with section 2.10.1 within 25 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Installation and Configuration Plan in accordance with section 2.10.1 within 25 business days following Contract execution shall result in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 22 – Migration Strategy		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit a Migration Strategy in accordance with section 2.10.6.	At a minimum, Contractor shall submit to DEO a Migration Strategy in accordance with section 2.10.6 within 25 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Migration Strategy in accordance with section 2.10.6 within 25 business days following Contract execution shall result in a penalty of $500 per business day for every business day beyond the due date.
Deliverable 23 – Testing Plan		
Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit a Testing Plan in accordance with section 2.11.2.	At a minimum, Contractor shall submit to DEO a Testing Plan in accordance with section 2.11.2 within 25 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide a Testing Plan in accordance with section 2.11.2 within 25 business days following Contract execution shall result in a penalty of $500 per business day for every business day beyond the due date.
Deliverable 24 – Test Results Report		

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit a Test Results Report in accordance with section 2.11.2.	At a minimum, Contractor shall submit to DEO a Test Results Report in accordance with section 2.11.2 within 80 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Test Results Report in accordance with section 2.11.2 within 80 business days following Contract execution shall result in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 25 – Operational Readiness Test Plan and Schedule

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit an Operational Readiness Test Plan and Schedule in accordance with section 2.12.	At a minimum, Contractor shall submit to DEO an Operational Readiness Test Plan and Schedule in accordance with section 2.12 within 65 business days following Contract execution. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Operational Readiness Test Plan and Schedule in accordance with section 2.12 within 65 business days following Contract execution shall result in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 26 – Lessons Learned Document

Description	Minimum Level of Performance	Financial Consequences
Contractor shall update and submit a Lessons Learned Document in accordance with section 2.13.	At a minimum, Contractor shall submit to DEO a Lessons Learned Document in accordance with section 2.13 no later than the dates listed below: Preliminary Lessons Learned: 6/30/2023 Final Lessons Learned: 6/30/2024 Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Lessons Learned Documents in accordance with section 2.12 by the specified due dates shall result in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 27 – User Manual

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with a User Manual	At a minimum, Contractor shall prepare and submit to DEO a User	Failure to submit the User Manual in accordance with

for all user types in accordance with section 2.14.2.	Manual for all user types in accordance with section 2.14.2 no later than the dates listed below: HelpDesk Support and Admin User Manuals: within 70 days following Contract execution. All other user types: 12/1/2024. Completion of this deliverable is based on review and approval by DEO.	section 2.14.2 by the specified due dates shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 28 – Operating Procedures

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and provide DEO with Operating Procedures in accordance with section 2.14.3.	At a minimum, Contractor shall prepare and submit to DEO Operating Procedures in accordance with section 2.14.3 no later than 12/1/2024. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Operating Procedures in accordance with section 2.14.3 by 12/1/2024 shall result in a penalty of $500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 29 – Training Materials

Description	Minimum Level of Performance	Financial Consequences
Contractor shall develop and submit Training Materials in accordance with section 2.14.4.	At a minimum, Contractor shall submit to DEO Training Materials in accordance with section 2.14.4 no later than the dates listed below: HelpDesk Support and Admin Training Materials: within 70 days following Contract execution. All other user types Training Materials: 12/1/2024. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Training Materials in accordance with section 2.14.4 by the specified due dates shall result in a penalty of $500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 30 – Provide a Business Rules Engine

Description	Minimum Level of Performance	Financial Consequences
Contractor shall provide a Business Rules Engine in accordance with section 2.7.2.	At a minimum, Contractor shall provide a Business Rules Engine in	Failure to submit the Business Rules Engine in accordance with section 2.7.2 no later than

| | accordance with section 2.7.2 no later than 6/30/2023.

Completion of this deliverable is based on review and approval by DEO. | 6/30/2023 shall result in a penalty of $1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment. |

Deliverable 31 – Provide an Integration Platform Solution

Description	Minimum Level of Performance	Financial Consequences
Contractor shall provide an Integration Platform Solution in accordance with section 2.7.1.	At a minimum, Contractor shall provide an Integration Platform Solution in accordance with section 2.7.1 no later than 6/30/2023. Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Integration Platform Solution in accordance with section 2.7.1 no later than 6/30/2023 shall result in a penalty of $1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 32 – Provide a Mobile-Responsive User Interface

Description	Minimum Level of Performance	Financial Consequences
Contractor shall provide a Mobile-Responsive User Interface in accordance with section 2.7.3.	At a minimum, Contractor shall provide a Mobile-Responsive User Interface in accordance with section 2.7.3 no later than the dates listed below: A Mobile-Responsive User Interface that is integrated via nightly batch processes: 6/30/2023. A Mobile-Responsive User Interface that is integrated in real-time: 6/30/2024. Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Mobile-Responsive User Interface in accordance with section 2.7.3 by the specified due dates shall result in a penalty of $1,000 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

3.1 Additional Duties

DEO may also request additional related services associated with this Contract. Such additional services will be addressed through a change order or Contract amendment.

4.0 Contractor Responsibilities

1. The Contractor shall cooperate with DEO's SPO vendor, DEO's SSI vendor, DEO's IV&V vendor, and any other party identified by DEO to give an accurate, honest reporting of Project status. The

Contractor shall provide DEO's SPO with a bi-weekly report documenting the status of the Project.

2. The Contractor shall be responsible for mitigating all risks related to technology integration for the projects for the Modernization Program.

3. The Contractor shall partner with DEO's SPO vendor, DEO's SSI vendor, DEO's IV&V vendor, and any other party identified by DEO to manage technology implementation risks throughout the implementation of the Modernization Program.

4. The Contractor shall collaborate with DEO's SPO vendor, DEO's SSI vendor, DEO's IV&V vendor, and any other party identified by DEO throughout the life of the Modernization Program.

5. The Contractor shall display excellent communication and presentation skills with high degree of skill in communicating complex concepts and solutions to business and IT leaders.

6. The Contractor may be required to reverse engineer the legacy applications to identity the appropriate method of technology integration.

7. The Contractor shall adhere to system integration best practices.

8. The Contractor shall collaborate with DEO's Architecture team and Information Security and Compliance officer to meet architecture and security and compliance requirements in the implementation of the System.

9. Where applicable, activities/Modernization Projects targeted by DEO for prioritization must be prioritized by the Contractor, in the specific order identified by DEO, upon commencement of work. DEO reserves the right to add, delete, or otherwise modify the targeted activities/Modernization Projects for prioritization, in accordance with DEO's SPO and the following change control process:

   a. Any services, functions, products, or materials that would be reasonably necessary for the Contractor to perform its services, as described in this Scope of Work, are not considered new services. If DEO requires the Contractor to perform new services DEO determines are (1) materially outside the Scope of Work, or (2) any modification in scope, DEO shall submit a written request to Contractor's Project Manager to furnish a proposal for carrying out the requested change.

   b. The Contractor will examine and identify to DEO the implications of the requested change on the technical specifications, Project schedule, price and method of pricing of the services and shall submit to DEO, without undue delay, a written proposal for carrying out the change.

   c. A written Contract change order or amendment shall be prepared and executed by DEO and Contractor prior to initiation of the change by Contractor. The change order or amendment shall describe the change and its effects on the services provided by the Contractor and any affected components of the Contract.

   d. A Contract change order or amendment will be documented as a modification of the Contract.

5.0 Staff Qualifications and Performance Criteria

The Contractor shall possess and provide 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 within the timelines established by DEO for this Contract.

All the 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 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 shall be paid upon completion of each task if applicable for that deliverable.

The 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 services.

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

6.0 Submission of Responses to RFQ

1. Respondents are not required to submit a Response for all Technology Projects.

   a. Respondents may submit responses for the Technology Projects solutions as specified below:

      i. An integration platform solution.

      ii. A business rules engine and a mobile-responsive user interface.

      iii. An integration platform solution, business rules engine, and a mobile-responsive user interface.

2. It is not necessary to prepare responses using elaborate brochures and artwork or other expensive visual presentation aids. Responses must be in accordance with the instructions herein. Responses to this RFQ must be prepared using simple terms and minimal technical or industry specific language. Respondents should not repeat the information provided in the RFQ.

3. Responses must be submitted through GSA eBuy if the Respondent received this RFQ through the General Services Administration or through MyFloridaMarketPlace (MFMP) Collaborative Requisition if the Respondent is responding through 43230000-NASPO-16-ACS. DEO will award the Contract to the Response that is deemed to be the best overall value to the state.

4. The instructions for this RFQ have been designed to help ensure that all responses are provided to DEO in a similar format. Respondents shall prepare their Response package in the order outlined below with the sections tabbed for ease of identification and review.

   a. Tab 1 – Executive Overview

      i. Statement of Identified Need: This section must clearly describe the Respondent's understanding of the scope of the work included in this RFQ, the Respondent's ability to meet the qualifications to provide the required services, evidence that the Respondent is qualified to provide the requested services, and Respondent's understanding of the stipulation that the response is valid for a time period of at least 180 calendar days from the date of submission. This section must also include the following:

         1) Confirmation of the Respondent's ability to meet the overall requirements in the timeframes specified by DEO in section 3.0.

2) A statement that Respondent accepts all tasks/deliverables, activities, and work products specified in this RFQ.

3) Describe the approach Respondent proposes to use to develop the deliverables, including Respondent's understanding of the deliverables and Respondent's plan to achieve success within the timeline specified by DEO in section 3.0.

4) A staffing plan identifying the number of staff required to perform the services outlined in section 2.0 within the timeline specified by DEO in section 3.0 and the roles and responsibilities of each staff member included in the staffing plan. The staffing plan must also identify any Contractor expectations for DEO staff to support the services outlined in section 2.0.

b. Tab 2 – Past Performance and Experience

    i. Company Qualifications

1) Describe the company's background and experience relevant to Sections 1.0, General Description and Purpose of this Request for Quote (RFQ), section 1.2, section 1.3, section 1.5, and section 2.0.

2) Provide three project examples with references that demonstrate the company's background and experience with integrating similar technologies in a large scale, multi-component system.

3) Provide evidence that substantiates the Respondent's company or staff members have the current capabilities to perform the work outlined in section 2.0.

    ii. Resumes and Experience

1) As part of the Response, the Respondent must submit resumes on the key personnel assigned to work on this Contract (including any subcontractors) at the time of Contract execution, describing their education, training, quality, and depth of experience performing the same or similar projects or work, and office location of the proposed staff. Once accepted by DEO, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of DEO.

2) The Respondent must specifically provide a description that the company and team have previous experience with large scale projects with similar scope and services, specifically Unemployment Compensation 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 served under each.

3) The Respondent must 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.

4) The Respondent must provide evidence of successful implementation and integration of the technology solutions (i.e., hardware, software, applications, etc.) included in the Response, which includes project plans, reports, and letters describing the work performed and the results of the work.

5) If not already included above, the Respondent should describe the current and relevant knowledge, quality, and depth of experience of the partner, manager, lead, or other equivalent position that is responsible for supervising and coordinating staff, as it relates to Unemployment Compensation program rules, laws, and regulations.

c. Tab 3 – Project Planning and Execution

   i. The Respondent must submit a draft plan on each task identified in section 2.0. The draft plan must include a project schedule/timeline with expected onsite visits planned or remote workshops for conducting or requirements gathering. The Respondent must submit a draft plan that includes the processes implemented and software used to measure and ensure quality of services, quality control, and expectations are met. The plan(s) must follow industry standard best practices detailing the Respondent's understanding of the work and objectives and the ability to perform the various tasks outlined in this RFQ, including providing proposed organizational structure and staffing strategies (i.e., use of job classifications to optimize cost/quality). The Respondent should describe the ability to address anticipated problem areas and provide solutions that are both creative and feasible for the Project.

   ii. The Respondent shall provide a list of technologies and protocols supported by the proposed solutions for the Technology Projects.

   iii. The Respondent must describe any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's response to this RFQ. DEO reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the Contract resulting from this RFQ will be deemed rejected by DEO.

d. Tab 4 – Corporate Background/Financial Condition

   i. The Respondent must describe its company by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, any changes in ownership in the last three (3) years and any proposed changes in ownership.

   ii. The response must include a statement of whether, in the last 10 years, the Respondent has filed (or has filed against) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.

   iii. The response shall include a statement of whether there are any pending Securities Exchange Commission investigations involving the Respondent, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair

or appear to impair the company's performance in a contract under this RFQ.

e. Tab 5 – Value Added Services – Innovative Ideas

i. Value added services are services beyond those services previously outlined that Respondent may provide to offer additional benefits to DEO. Describe any value-added services offered to DEO. Although DEO has provided a statement of need and mandatory requirements for Respondents to meet in order to be selected for the Contract, it is not intended to limit Respondent's innovations or creativity in preparing a response to accomplish these services. 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, discounts or terms and conditions 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 Respondent's fixed price proposal and, thus, at no additional cost to the State.

ii. Additional costs or shared savings associated with value added services or innovative ideas must not be shown on Attachment A, but rather only included in Attachment B.

f. Tab 6 – Cost Page

i. The Respondent must propose a fixed rate for each deliverable for each of the tasks identified in the RFQ and proposed 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. The Respondent shall complete all sections of Attachment A for each task(s), review for accuracy, and ensure it is signed by an authorized representative.

7.0 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 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 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 Contract.

8.0 Staffing Changes

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 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.

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.

9.0 Employment Verification (E-Verify)

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.

10.0 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 DEO 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. DEO 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 DEO 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. DEO 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.

10.1 Antitrust Violations

Pursuant to section 287.137(2)(a), F.S., "a person or an affiliate who has been placed on the   antitrust violator vendor 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."

11.0 DEO Contract Liaisons

DEO designates Tina Peacock as its Contract Manager, who can be contacted by telephone at (850) 599-0305 or by email at Tina.Peacock@deo.myflorida.com.

12.0 Contract Period

Services under this Contract shall be in effect for up to three (3) years or 36 months and will require purchase orders, or a two-party agreement, as part of the binding agreement between DEO and Contractor. If executed through a purchase order, the Contract effective date shall be the Purchase Order start date or the issuance date of the first Purchase Order whichever date is later and shall end on the final Purchase Order end date. If executed through a two-party agreement, the Contract effective date will be the date specified in the Contract document. This Contract may be renewed at the option of DEO. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

13.0 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://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, Contractor shall submit invoices for payment in the following manner:

1. Invoices shall contain the Alternate Contract Source number, if applicable, the Purchase Order number, if applicable, DEO issued Contract number, if applicable, Contractor's Federal Employer Identification Number, Contractor's invoice number, and the invoice period.

2. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and the tasks that were provided during the invoice period.

3. Invoices must include appropriate supporting documentation as identified in the deliverables, as well as written notice from DEO reflecting approval over deliverables.

4. Invoices must be accepted and approved by DEO.

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 DEO's Project 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. Performance under this Contract shall be done on a deliverable basis, not to exceed the total cost per deliverable and scope variant as specified below:

Deliverable	Total Cost
Deliverable 1 Project Kick-Off Meeting	$
Deliverable 2 Project Management Plan	$
Deliverable 3 Project Schedule	$
Deliverable 4 Staffing Plan	$
Deliverable 5 Business Continuity Plan	$
Deliverable 6 Infrastructure Report	$
Deliverable 7 Performance Requirements	$
Deliverable 8 Joint Application Development Sessions	$
Deliverable 9 Requirements Report	$
Deliverable 10 Requirements Management Plan	$
Deliverable 11 Design Specifications Document	$
Deliverable 12 Detailed Technology Projects Screen and Design Documents	$
Deliverable 13 System Architecture and Design Document	$
Deliverable 14 Interface Design Description and Integration Specification Document	$

Deliverable	Total Cost
Deliverable 15 Interface Control Document	$
Deliverable 16 Architectural Review Document	$
Deliverable 17 Data Conversion Strategy Document	$
Deliverable 18 Business Rules Catalog	$
Deliverable 19 Reemployment Assistance Interfaces	$
Deliverable 20 Continuous Modernization Strategic Roadmap	$
Deliverable 21 Installation and Configuration Plan	$
Deliverable 22 Migration Strategy	$
Deliverable 23 Testing Plan	$
Deliverable 24 Test Results Report	$
Deliverable 25 Operational Readiness Test Plan and Schedule	$
Deliverable 26 Lessons Learned Document	$
Deliverable 27 User Manual	$
Deliverable 28 Operating Procedures	$
Deliverable 29 Training Materials	$
Deliverable 30 Business Rules Engine	$
Deliverable 31 Integration Platform Solution	$
Deliverable 32 Mobile-Responsive User Interface	$
TOTAL	$

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.

13.1 Method of Payment/Invoice

Contractor shall submit invoices for payment inf the following manner:

1. One invoice per deliverable upon completion and acceptance by DEO.

2. One (1) invoice per month in compliance with Section 15, System Availability and Service Level Agreement. Invoices should include a monthly summary of services reflecting 99.5% system availability/uptime as identified in Section 15.4, Availability Report. Invoices shall include a

monthly written activity and progress report as supporting documentation for the invoiced month. Invoice with identified supporting documentation shall require review and acceptance by DEO in order to process payment.

3. Financial consequence shall be assessed applicably as outlined in Section 3. Deliverables, Tasks, Minimum Level of Service, and Financial Consequences; Section 15.3 Financial Consequences; Section 18.0 Financial Consequences for Non-Performance; and/or Section 18.1 Financial Consequence for Failure to Comply with the Contractor Requirements. If financial consequence(s) are approved by DEO to apply, written notice of financial consequence shall be submitted to Contractor from the Contract Manager to include guidance on appropriately reporting such financial consequence on the submitted invoice as a credit.

14.0 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, 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.

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 of 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 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 information technology systems of DEO.

14.1 Confidentiality and Safeguarding Reemployment Assistance Information

1. 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.

2. 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.

3. 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:

a. 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.

b. Any Reemployment Assistance information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.

c. Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.

d. 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.

e. 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.

f. 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.

g. 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.

4. 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.

5. 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.

6. 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.

15.0 System Availability and Service Level Agreement

The System Availability Metric below will be used to evaluate Technology Projects' performance during the term of the Contract, including any extensions and renewals, for all load conditions, for all Technology Projects' solutions hosted in a cloud environment that is not DEO's Azure Government cloud. The Service Level Agreement (SLA) shall take effect upon DEO's acceptance of Contractor's Technology Projects'

solutions, and the solutions being placed into statewide production. The Contractor shall ensure the Technology Projects' solutions are operational twenty-four (24) hours each day and seven (7) days each week. Technical support staff must be available, and service provided from 7:00am to 8:00pm Eastern Standard Time (EST), Monday through Friday, less State of Florida approved holidays, scheduled downtime for maintenance, or DEO declared emergencies or disasters, as directed by DEO, and/or a level one incident has been declared. The Contractor shall provide supports services via telephone, email, fax, and/or any other method requested by DEO.

For the purposes of this Contract, "Uptime" shall mean that the Technology Projects' solutions are functioning and can be accessed by DEO, stakeholders, and end users, and functionality defects are not causing a major problem that impedes the ability of users to perform critical functions, including but not limited to: logging into the System, filing an initial claim for Reemployment Assistance benefits, managing an existing Reemployment Assistance claim, filing a Reemployment Assistance appeal, or other critical Reemployment Assistance program work functions. The System will not be considered to be in "Uptime" while any Severity Level 1 Problem exists and is not closed or resolved.

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Table 2: System Availability Metrics

System Availability Metric			
SLA Area	**SLA Description**	**SLA Metric/Frequency of Measurement**	**Financial Consequence**
Application Performance	Availability	SLA Metric: 99.9% Technology Projects applications Uptime, measured as a percentage of total hours in the month, exclusive of planned downtime per the SLA. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Uptime metric, Contractor will credit DEO with an additional $500.00 for every hour of downtime, exclusive of planned data outages per the SLA.
Application Stability	Stability	SLA Metric: No more than one (1) unplanned outage, measured per month, exclusive of acceptable outages per the SLA. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Stability metric, Contractor will credit DEO with an additional $500.00 for every hour of outage, exclusive of planned data outages per the SLA.
Disaster Recovery	Recovery Time Objective (RTO)	SLA Metric: Downtime may not exceed four (4) hours over a 24-hour period, exclusive of planned downtime per the SLA. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the RTO metric, Contractor will credit DEO with an additional $500.00 for every hour of unplanned downtime, exclusive of planned data outages per the SLA.
Disaster Recovery	Recovery Point Objective (RPO)	SLA Metric: Data may not be unavailable for more than 30 minutes over a 24-hour period, exclusive of planned downtime per the SLA. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the RPO metric, Contractor will credit DEO with an additional $500.00 for every hour of unplanned downtime, exclusive of planned data outages per the SLA.
Timeliness	Data Backup	SLA Metric: The CX/UX Solution must be able to collect, backup, and store 100% of data for	Should the Contractor fail to meet the Data Backup metric, Contractor will credit DEO

		up to 14 calendar days, exclusive of planned data outages per the SLA. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	with an additional $500.00 for every hour of unplanned downtime, exclusive of planned data outages per the SLA.
Timeliness	Data Restore	SLA Metric: 100% of data must be restored within four (4) hours, exclusive of planned data outages per the SLA. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Data Restore metric, Contractor will credit DEO with an additional $500.00 for every hour of unplanned downtime, exclusive of planned data outages per the SLA.
Security	Severity 1 Security Incident Response	SLA Metric: No less than 95% of Severity 1 security incidents must be responded to within 15 minutes. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Priority 1 Security Incident Response metric, Contractor will credit DEO with an additional $500.00 for every hour of no response.
Security	Severity 1 Security Incident Containment	SLA Metric: No less than 95% of Severity 1 security incidents must be contained within one (1) hour. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Priority 1 Security Incident Containment metric, Contractor will credit DEO with an additional $500.00 for every hour of no containment.
Security	Severity 2 Security Incident Response	SLA Metric: No less than 95% of Severity 2 security incidents must be responded to within 30 minutes. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Severity 2 Security Incident Response metric, Contractor will credit DEO with an additional $500.00 for every hour of no response.

Security	Severity 2 Security Incident Containment	SLA Metric: No less than 95% of Priority 2 security incidents must be contained within eight (8) hours. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Priority 2 Security Incident Containment metric, Contractor will credit DEO with an additional $500.00 for every hour of no containment.
Security	Threat Notifications	SLA Metric: No less than 95% of critical suspected threats must be communicated to DEO within 30 minutes. No less than 95% of high suspected threats must be communicated within one (1) hour. Frequency of Measurement: Reporting on this measurement will be done monthly, based on the previous month's performance.	Should the Contractor fail to meet the Threat Notifications metrics, Contractor will credit DEO with an additional $500.00 for every hour of no notice.

15.1 System Maintenance Services

1. The Contractor shall make the following services available for maintenance and support of the Technology Projects:

    a. Maintenance, upgrades, enhancements, new releases, and technical support for all products/services provided. This includes ongoing unlimited 24/7/365 telephone technical support in problem determination and resolution with response times as specified in section 15.2.

    b. Updates to meet all applicable federal and state regulatory updates and changes that are required and will do so within the timeframe specified for compliance by USDOL, the state of Florida, and DEO.

    c. Provide incremental enhancements to the Technology Projects that will be the result of functions incorporated based on requests from the State of Florida, DEO, or the Contractor's own improvement to solution performance or additional features.

    d. Maintain the Technology Projects so that they operate in conformity with all specifications provided by DEO and the Contractor, including specifications for the performance of all improved or modified versions of the system that DEO has been licensed to use.

    e. Provide any upgrades to platform components, including, as needed, hosting environment components.

    f. Extend hosting services that provide seamless maintenance before or during any maintenance year, unless otherwise directed in writing by DEO.

    g. Provide software documentation as it is kept current with any upgrade or revision to the Technology Projects.

    h. Detect and correct errors in the Technology Projects according to the written specifications in this Contract and in the Contractor's documentation of the Technology Projects and implementation of all Reemployment Assistance program changes, System configurations, new releases/updates, upgrades, enhancements, new versions, and implementation of additional programs provided under this Contract discovered by DEO or otherwise made known to the Contractor.

    i. Respond to DEO inquiries regarding the use and functionality of the Technology Projects as issues are encountered by System users.

    j. Provide all services necessary to assist DEO in maintaining the Technology Project's operational uptime and recovery from System failures.

    k. Monitor the Technology Projects proactively and not rely solely on DEO to notify the Contractor of problems.

15.2 Problem Management

For the Problem Severity Levels described in Table 3, Financial Consequences will be applied as described below. Contractor shall ensure that the Technology Projects operate such that all DEO business functions are fully functioning twenty-four (24 hours) each day and seven (7) days each week. All incidents/issues reported at a Level 1 Severity must be reported via telephone to ensure immediate response. DEO shall use the definitions outlined in the SLA to determine Problem Severity Levels.

Table 3: Problem Severity Levels

Condition	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)	Severity 5 (Inconsequential)
Workaround	There is no acceptable workaround to the problem, i.e., there is no other way to perform these services.	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.	There is an acceptable workaround to the problem, i.e., there is another way to perform the service.	The Technology Projects are functioning properly, but changes are requested that are not based on functional impediment to the Technology Projects.
Work Outage	The problem prevents users from accessing the System or using some significant portion of services.	The problem prevents users from using some significant portion of the System.	The problem prevents users from accessing some small portion of the System, but they can still complete most other tasks.	The problem prevents users from accessing a small portion of the System, but they can still complete all other tasks.	The problem has no impact on users completing tasks in the System.
Number of Users Affected	More than 50% of users.	More than 25% of users.	Less than 25% of users.	Less than 10% of users.	Less than 1% of users.
Business and Financial Exposure	The problem creates a severe business, legal, or financial exposure.	The problem creates a serious business, legal, or financial exposure.	The problem creates a moderate business, legal, or financial exposure.	The problem creates a minimal business, legal, or financial exposure.	The problem has no impact on business, legal, or financial exposure.
Support Response Time	Less than 15 minutes. (DEO must report issue via telephone to ensure immediate response.)	Less than 30 minutes during support hours.	Less than eight (8) hours.	Less than two (2) days.	Less than one (1) business week.
Support Resolution Time	Within four (4) hours of reporting the issue. (DEO must report	Within three (3) business days of reported issue.	Within five (5) business days of reported issue.	Within 10 business days of reported issue.	Within 30 business days of reported issue or as workload permits.

	issue via telephone to ensure immediate response.)					
Resolution Upload to Production	Immediately.	Daily (overnight), and within 24 hours after identifying resolution.	Resolution upload dictated by prearranged monthly scheduling (once per month).	Resolution upload dictated by prearranged monthly scheduling (once per month).	Resolution upload dictated by prearranged monthly scheduling (once per month).

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15.3 Financial Consequences

The timelines specified in Table 2 shall commence when the Contractor has verified the problem is actually occurring in the Technology Projects rather than being a result of user error issue after DEO or its representative contacts Contractor's Customer Service Representative ("CSR") via telephone or through electronic means established by Contractor. DEO will hold the Contractor responsible and assign financial consequences arising from issues when said issue(s) is attributable to Contractor, Contractor employee(s), agent(s), subcontractor(s), or other unknown entities, such as malicious actors. This includes the financial consequences and penalties outlined in Table 2 above and those resulting from failure to meet the criteria outlined in Table 3 above. The Total Financial consequence for problem resolution on Severity 2-4 items are capped at 15% of the total monthly invoice per month.

15.4 Availability Report

The Contractor will provide a System Availability Service Report to DEO monthly as supporting documentation with monthly invoices as identified in section 13.0. The report shall include information regarding the availability of Services pursuant to the terms of the SLA.

15.5 Communication and Escalation

The Contractor will follow a closed loop methodology in accordance with Table 4 below to ensure problems are managed according to each problem's Severity Level and will keep DEO informed as problems move through the resolution process. DEO will have the ability to report issue(s) as encountered and identify initial priorities to each issue using a tool or method identified by DEO at contract execution. Problems that are not able to be resolved by the first tier of support are escalated to a Tier 2 support team. Problems requiring development are logged by Contractor's Tier 2 team for review by the development team and will also be routed to Contractor's Project Manager.

Problems that require development work are prioritized to be addressed in releases. Priority is based on impact to DEO's business process, availability of workarounds, and other factors that may deem an issue to be high priority. Once a release vehicle is identified for resolution of the reported issue, DEO shall be notified that the issue is scheduled to be resolved and of the release date. Upon final completion of testing in the production environment, DEO shall be notified that the issue is resolved.

Table 4: Communication and Escalation

Severity	Impact	Communication and Escalation
Level 1 – Critical	The Technology Projects are not functioning or cannot be accessed by DEO and/or users, or the Technology Projects are causing a major problem that impedes the ability to perform critical business functions because major functionality is not working or is defective, and there is no workaround that is acceptable to DEO.	Contractor will provide initial response communications within 15 minutes of issue notification by DEO to Contractor's customer service representative. Critical issues should be reported via phone to expedite resolution of such issues. Updates will be provided to DEO every four (4) business hours or sooner, if available, until the issue is resolved, or an alternate resolution is identified.
Level 2 - High	Severe impact to critical Reemployment Assistance program business processes. The Technology Projects are causing a major	Contractor will provide initial response communications within 30 minutes of issue notification to a

		problem that impede the ability to perform mission critical business functions because major functionality is not working or is defective. A temporary workaround that is acceptable to DEO is available.	Contractor customer service representative. Updates will be provided to DEO once daily during business hours until the issue is resolved, or an alternate resolution is identified. For issues requiring development work, updates will be provided weekly via standard service reporting, including Target Release, Scheduled Release, and Release Date.
Level 3 – Medium		Not able to accomplish all functions. Minor Technology Projects functions are not working or are defective, causing non-critical Reemployment Assistance program work to back up.	Contractor will provide initial response communications within one (1) business day of issue notification to a Contractor customer service representative. Updates will be provided to DEO once weekly until the issue is resolved or an alternate resolution is identified. For issues requiring development work, updates will be provided weekly via standard service reporting, including Target Release, Scheduled Release, and Release Date.
Level 4 - Low		The Technology Projects are causing a minor disruption in the way Reemployment Assistance program tasks are performed but does not stop workflow. The Technology Projects are able to accomplish all functions, but not as efficiently as normal. This may include cosmetic issues, especially in customer-facing applications.	Contractor will provide initial response communications within one (1) business day of issue notification to a Contractor customer service representative. Updates will be provided via standard service reporting until the issue is resolved or alternate resolution is identified. For issues requiring development work, updates will be provided weekly via standard service reporting, including Target Release, Scheduled Release, and Release Date.

15.3   Response Time for Transactions

The Technology Projects must deliver acceptable response times for transactions. DEO reserves the right to add any additional Key Customer Transactions in its sole discretion, which will be executed through a Contract amendment. Acceptable response times are as follows:

Key Customer Transaction	Response Time
Document uploads	10 seconds (for page load time)
All other Technology Projects transactions	Three (3) seconds

The Contractor shall track the above Response Time metrics and make such data available to DEO. The Contractor shall report monthly, with a day-by-day breakdown, on its compliance with the above measures. The Contractor will be assessed a penalty of $1,000 per day for any day that Contractor is in violation of the above listed response times, not to exceed a monthly penalty of $15,000. A violation of the report's metric shall mean an average response time greater than either/both of those listed above for each day. A violation of the transactions metrics shall mean that more than 20% of response times exceed the response time metrics above on any day.

16.0 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 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.

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. 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.

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.

17.0 Termination

17.1 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 twenty-four (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. 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, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

17.2 Termination for Cause

DEO 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 DEO, 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 work on 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.

17.3 Termination for Convenience

DEO, by written notice to Contractor, may terminate the 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.

18.0 Financial Consequences for Non-Performance

Financial consequences shall apply for non-performance of the Contract by the Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by DEO. In addition:

In the event that a deliverable is deemed unsatisfactory by the 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.

Continued Contractor 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.

18.1 Financial Consequences for Failure to Comply with the Contract Requirements:

In addition to those remedies outlined in section 3.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the 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. A financial consequence in the amount of three (3) 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 Contract. This amount shall be reflected as a credit on the invoice submitted to DEO. Any sub-tasks, as outlined in section 2.0 or Contractor Responsibilities, as outlined in section 4.0, not completed or performed shall result in financial consequences in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Contract for each sub-task or Contractor Responsibility not completed or performed, which shall be assessed at the end of the Contract term and deducted from the final invoice. Additionally, a financial consequence in an amount deemed appropriate by DEO, in DEO's sole discretion, shall be assessed against the Contractor for the Contractor's failure to achieve FedRamp certification within 10 months of Contract execution. DEO at its sole discretion shall determine when the Contractor is failing to comply and DEO 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.

19.0 Exceptions to Application of the Financial Consequences Provision

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:

1. Acts or omissions of DEO, any other State agency, or third parties other than Contractor's subcontractors providing services to or for DEO.

2. Announcement of new legislation affecting services.

3. 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.

20.0 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, DEO's Vendor Core Contract, Contractor's response, as applicable, purchase orders issued in accordance with the Contract (if applicable), GSA Schedule 70 Multiple Award Schedule; Information Technology Equipment, Software and Services (if applicable), 43230000-NASPO-16-ACS (if applicable), and the contract issued as a result of this RFQ. This Scope of Work and DEO's Vendor Core Contract 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, the MyFloridaMarketplace (MFMP) Terms and Conditions, this Scope of Work and any Attachments and Addenda thereto, GSA Schedule 70 ACS (if applicable), 43230000-NASPO-16-ACS (if applicable), 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. DEO Vendor Core Contract

3. GSA Schedule 70 Multiple Award Schedule; Information Technology Equipment, Software and Services (if applicable)

4. 43230000-NASPO-16-ACS (if appliable)

5. Purchase Order

6. MFMP Terms and Conditions

7. Contractor's Response

21.0 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.

22.0 Non-Disclosure

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.

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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. 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 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.

Deliverable	Total Cost
Deliverable 1 Project Kick-Off Meeting	$
Deliverable 2 Project Management Plan	$
Deliverable 3 Project Schedule	$
Deliverable 4 Staffing Plan	$
Deliverable 5 Business Continuity Plan	$
Deliverable 6 Infrastructure Report	$
Deliverable 7 Performance Requirements	$
Deliverable 8 Joint Application Development Sessions	$
Deliverable 9 Requirements Report	$
Deliverable 10 Requirements Management Plan	$
Deliverable 11 Design Specifications Document	$
Deliverable 12 Detailed Technology Projects Screen and Design Documents	$
Deliverable 13 System Architecture and Design Document	$
Deliverable 14 Interface Design Description and Integration Specification Document	$
Deliverable 15 Interface Control Document	$
Deliverable 16 Architectural Review Document	$
Deliverable 17 Data Conversion Strategy Document	$
Deliverable 18 Business Rules Catalog	$
Deliverable 19 Reemployment Assistance Interfaces	$
Deliverable 20 Continuous Modernization Strategic Roadmap	$
Deliverable 21 Installation and Configuration Plan	$
Deliverable 22 Migration Strategy	$

Deliverable	Total Cost
Deliverable 23 Testing Plan	$
Deliverable 24 Test Results Report	$
Deliverable 25 Operational Readiness Test Plan and Schedule	$
Deliverable 26 Lessons Learned Document	$
Deliverable 27 User Manual	$
Deliverable 28 Operating Procedures	$
Deliverable 29 Training Materials	$
TOTAL	$

The Respondent must also propose a fixed rate for each renewal year, if the Contract is renewed at DEO's discretion, 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.

Deliverable – RENEWAL YEAR 1	Total Cost
Deliverable 1 Project Kick-Off Meeting	$
Deliverable 2 Project Management Plan	$
Deliverable 3 Project Schedule	$
Deliverable 4 Staffing Plan	$
Deliverable 5 Business Continuity Plan	$
Deliverable 6 Infrastructure Report	$
Deliverable 7 Performance Requirements	$
Deliverable 8 Joint Application Development Sessions	$
Deliverable 9 Requirements Report	$
Deliverable 10 Requirements Management Plan	$
Deliverable 11 Design Specifications Document	$
Deliverable 12 Detailed Technology Projects Screen and Design Documents	$
Deliverable 13 System Architecture and Design Document	$
Deliverable 14 Interface Design Description and Integration Specification Document	$
Deliverable 15 Interface Control Document	$
Deliverable 16 Architectural Review Document	$
Deliverable 17 Data Conversion Strategy Document	$

Deliverable – RENEWAL YEAR 1	Total Cost
Deliverable 18 Business Rules Catalog	$
Deliverable 19 Reemployment Assistance Interfaces	$
Deliverable 20 Continuous Modernization Strategic Roadmap	$
Deliverable 21 Installation and Configuration Plan	$
Deliverable 22 Migration Strategy	$
Deliverable 23 Testing Plan	$
Deliverable 24 Test Results Report	$
Deliverable 25 Operational Readiness Test Plan and Schedule	$
Deliverable 26 Lessons Learned Document	$
Deliverable 27 User Manual	$
Deliverable 28 Operating Procedures	$
Deliverable 29 Training Materials	$
TOTAL	$

Deliverable – RENEWAL YEAR 2	Total Cost
Deliverable 1 Project Kick-Off Meeting	$
Deliverable 2 Project Management Plan	$
Deliverable 3 Project Schedule	$
Deliverable 4 Staffing Plan	$
Deliverable 5 Business Continuity Plan	$
Deliverable 6 Infrastructure Report	$
Deliverable 7 Performance Requirements	$
Deliverable 8 Joint Application Development Sessions	$
Deliverable 9 Requirements Report	$
Deliverable 10 Requirements Management Plan	$
Deliverable 11 Design Specifications Document	$
Deliverable 12 Detailed Technology Projects Screen and Design Documents	$
Deliverable 13 System Architecture and Design Document	$
Deliverable 14 Interface Design Description and Integration Specification Document	$
Deliverable 15 Interface Control Document	$

Deliverable – RENEWAL YEAR 2	Total Cost
Deliverable 16 Architectural Review Document	$
Deliverable 17 Data Conversion Strategy Document	$
Deliverable 18 Business Rules Catalog	$
Deliverable 19 Reemployment Assistance Interfaces	$
Deliverable 20 Continuous Modernization Strategic Roadmap	$
Deliverable 21 Installation and Configuration Plan	$
Deliverable 22 Migration Strategy	$
Deliverable 23 Testing Plan	$
Deliverable 24 Test Results Report	$
Deliverable 25 Operational Readiness Test Plan and Schedule	$
Deliverable 26 Lessons Learned Document	$
Deliverable 27 User Manual	$
Deliverable 28 Operating Procedures	$
Deliverable 29 Training Materials	$
TOTAL	$

Deliverable – RENEWAL YEAR 3	Total Cost
Deliverable 1 Project Kick-Off Meeting	$
Deliverable 2 Project Management Plan	$
Deliverable 3 Project Schedule	$
Deliverable 4 Staffing Plan	$
Deliverable 5 Business Continuity Plan	$
Deliverable 6 Infrastructure Report	$
Deliverable 7 Performance Requirements	$
Deliverable 8 Joint Application Development Sessions	$
Deliverable 9 Requirements Report	$
Deliverable 10 Requirements Management Plan	$
Deliverable 11 Design Specifications Document	$
Deliverable 12 Detailed Technology Projects Screen and Design Documents	$
Deliverable 13 System Architecture and Design Document	$

Deliverable – RENEWAL YEAR 3	Total Cost
Deliverable 14 Interface Design Description and Integration Specification Document	$
Deliverable 15 Interface Control Document	$
Deliverable 16 Architectural Review Document	$
Deliverable 17 Data Conversion Strategy Document	$
Deliverable 18 Business Rules Catalog	$
Deliverable 19 Reemployment Assistance Interfaces	$
Deliverable 20 Continuous Modernization Strategic Roadmap	$
Deliverable 21 Installation and Configuration Plan	$
Deliverable 22 Migration Strategy	$
Deliverable 23 Testing Plan	$
Deliverable 24 Test Results Report	$
Deliverable 25 Operational Readiness Test Plan and Schedule	$
Deliverable 26 Lessons Learned Document	$
Deliverable 27 User Manual	$
Deliverable 28 Operating Procedures	$
Deliverable 29 Training Materials	$
TOTAL	$

_____

Authorized Representative's Signature*

_____

Typed Name and Title of Authorized Representative

_____

Date

*The Authorized Representative must have the authority to bind the Respondent

Attachment B

Value Added Services – Innovative Ideas

As described in section 6.0, DEO is looking for value added services that may provide additional benefits to DEO. Please describe the service or services in the table below:

Value Added Service	One-Time or Recurring Cost	Cost

Attachment C

Requirements Traceability Matrix

C.1 SOA and API Layer

Description
Be able to search for PDF files on website through search criteria (Project Name, Local Government, Document Type.)
Search and find upload DRI PDF files with categories: Project Name, Document Type, Local Government, Project Number.
Ability to go into application to add different types of documents to existing projects.
Search existing projects through search criteria (Project Name, Local Government, Document Type).
Project files are in Axiom Pro and Share Drive in PDF format. Need to migrate files into new application. About 260 gbs from Axiom Pro.
Be able to download PDF files from search results. Hyperlinks with document file names.
Must be cloud-based.
Ability to gather Performance metrics.
Ability to integrate with enterprise application performance monitoring tools (AppDynamics and Splunk).
Provide range of concurrent transactions supported by each product.
Provide scalability model(s).
Disaster recovery and High availability support for each deployment options.
The technology selected must be agnostic to any specific vendor and minimize vendor dependency and promote and enable DEO to have independence in using, maintaining, modernizing, and enhancing the System.
The technology selected must leverage exportable code products and methods where appropriate to reduce risks and lower both short-term and long-term costs.
The technology selected must leverage API-based solutions to promote efficient integration and to reduce risk and lower both short- and long-term costs.
The technology selected must promote reusability, product innovation, and scalability by using innovative concepts and that are suitable to a state government setting with funding constraints.

The technology selected must follow an industry accepted software engineering methodology, or a hybrid methodology based on industry accepted methodologies and proven best practices, from requirements gathering through deployment to production and during warranty periods.

The technology selected must simplify configuration, policy, process, maintenance, and testing.

The technology selected must Integrate and interface with other systems and applications including but not limited

to: SSA, NDNH, Employ Florida Marketplace, Reemployment Assistance Help Center, IVR, ICON, SUNTAX, and SIDES

The technology selected must automate data population and cascade data between input screens to improve productivity and reduce data entry errors, according to the Reemployment Assistance Program and coordinated System changes.

The technology selected must provide timely access to information necessary for performance measurement and quality management.

The technology selected must meet Florida state and Federal requirements and can easily adapt to future changes.

The technology selected must support connections between systems which enable transformed business process orchestrations across Modernization Projects' components to verify efficiency with limited technical changes.

The technology selected must ensure information in transit between entities is secure as required by Federal and State laws.

The Integration Platform must incorporate current industry standards tools or technology.

The required ongoing support and maintenance skill sets must be readily available in industry.

The Integration Platform must support a fully scalable architecture designed to allow incremental increases in every capacity to meet expansion in usage demand.

The Integration Platform must allow for a System-wide view that supports enabling technologies that align with DEO's goals and nationally recognized Reemployment Assistance business processes and technologies.

Integration Platform services must enable component integrations based on the standards and requirements outlined in the SOA/API vendor's SOW.

This Integration Platform must enable the seamless integration of the RA System, multiple modular components including Commercial-off-the-Shelf (COTS) software, Software-as-a-Service (SaaS) solutions, and additional projects, as identified by the DEO.

The Integration Platform must be an ESB (Enterprise Services Bus) to serve as the primary API gateway.

The API gateway will provide real-time access to services and data for both internal and external systems.

The ESB solution must act as the communication broker and web services orchestrator for the RA Modernization System's projects and components.
The ESB solution must clearly define service end points that add functionality without requiring pervasive or broad changes to the ESB.
The ESB solution must orchestrate a stateless flow of information and request/reply conversations across services and between applications in the SOA.
The ESB solution must enable message-oriented middleware, transformation, and routing intelligence for System components.
The ESB solution must be flexible and allow the integration of a variety of industry standard technologies.
The ESB solution must provide data management and secure sharing of data across System components and external systems.
The ESB solution must deliver asynchronous communications, timely alerts, and notifications to support broad availability of data to users in a timely manner.
The ESB solution must be able to receive documents, images, and any other file types identified by DEO from external systems to be stored in the System.
The ESB solution must be able to receive data via one protocol and translate it to another protocol prior to further routing.
The ESB solution must support at a minimum the following web service, specifications, and adaptors, including but not limited to: ODBC, JDBC, POP3, SMTP, SSH, Web Service (WSDL, WS-*, SOAP, REST, UDDI, ODATA), XML, JSON- WDP, FTPS, SFTP, HTTP, and HTTPS.
The ESB solution must include an automated system availability solution which routinely checks to see if each System integration point is operating as expected.
The frequency of each System integration point verification will be defined by DEO.
The ESB solution must provide secure sharing of data across the Integration Platform and System components.
The ESB solution must provide the capacity to execute business rules from a variety of systems using ESB orchestrations.
Documentation of other architectural requirements: API Gateway usage.
The ESB must support manageable interactions among the solutions and projects included in the Modernization Program to intelligently route data flowing through System components, adapting, and transforming that data as required by the System's various solutions.
The interaction styles may include synchronous or asynchronous request/response, messaging, publish/subscribe, alerts, security, and quality of service.

Documentation of API architectural specifications for CX/UX enforcement/development.
The ESB must provide a service-oriented architecture and standards approach, which promotes data sharing, service routing, and message processing.
Federal Risk and Authorization Management Program (FedRAMP) Moderate Baseline – must be "FedRAMP- authorized" for Moderate impact systems (i.e., meet the moderate baseline).
Social Security Administration (SSA) Technical System Security Requirements (TSSR) v10.5 (attached).
Payment Card Industry (PCI) Data Security Standard (DSS) v4.0 (available here).
The SOA/API Layer will be configured to allow APIs to be managed and maintained in one location. The product will allow the centralized maintenance and management of all APIs and functionality across multiple RA systems.
All Reemployment Assistance (RA) systems will call APIs from the API gateway/ESB (e.g., CONNECT, CX/UX).
APIs within the ESB shall be able to be quickly modified by approved roles.
Role based access control shall be set up for maintenance of API interface tables, with at least 3 levels of roles.
Interface tables associated with APIs shall have real time or near real time reporting capabilities.
APIs shall have an event log and change log, to allow authorized roles to view and download tracking information.

C.2 Rules Engine

Description
The Business Rules Engine (BRE) Solution shall be configurable, so that it integrates with other RA Program Systems/Applications as identified by DEO (even though some of the systems and platforms may already have built-in rules engines).
All RA Systems/applications shall call rules from the BRE Solution (e.g., CONNECT, CX/UX, etc.).
The BRE Solution shall be available 24 hours per day, 7 days per week, 365 days per year.
The BRE Solution shall allow for rollback to previous versions of rules without impacting RA Program system/application availability.
The BRE Solution shall have role-based access control and have at least 3 levels of roles.
The BRE Solution shall have functionality that allows users and permissions, for multiple elevated user levels and business rule approvals, to be managed in accordance with the Identity and Access Management project.
The BRE Solution shall allow for stored rules to be quickly enabled/disabled by authorized users.
The BRE Solution shall allow for the maintenance of rules without requiring additional code changes to any downstream RA Program systems/applications.
The BRE Solution shall support authorized users to create business rules in a natural language in a user-friendly interface.
The BRE Solution shall provide functionality to bulk update large sets of similar rules.
The BRE Solution shall provide the ability to quickly sort rules by category (i.e., functional area, downstream System, etc.).
The BRE Solution shall have real time or near real time reporting capabilities.
The BRE Solution shall provide a User Access Report.
The BRE Solution shall provide an Event Log/Audit Log Report.
The BRE Solution shall provide a Transaction Log Report containing details of passed/failed communications/transactions.
The BRE Solution shall have the ability to gather and display performance metrics.
The BRE Solution shall provide a dashboard view of the BRE to monitor the rules execution and its performance and statistics.
The BRE Solution shall be scalable and able to meet the high transaction volumes for all downstream Systems.

The BRE Solution shall include a scheduler for the maintenance and implementation of rules without impacting RA Program systems/applications availability.
The BRE Solution shall be able to determine priority when multiple rules are included in a scenario.
The BRE Solution shall have the ability to create new pages, rules, issues, and rationales.
The BRE Solution shall be accessible through the SOA/API Layer.
The BRE Solution shall be compatible with automated batch jobs.
The BRE Solution shall provide the User with a side-by-side view (UI) of the current version of business rules and the rules being edited.
The BRE Solution shall have the ability to integrate with enterprise application performance monitoring tools (AppDynamics and Splunk).
The BRE Solution shall provide a centralized location to implement and manage all RA Program system/application rules. These rules will consist of the following: • Business Logic • Screen Verbiage • Screen Functionality • Rationales (Correspondence Verbiage)
The BRE Solution shall be implemented (and testable) in the cloud environment established by DEO.

C.3 Incremental Customer Experience/User Experience Mobile-Responsive Transformation

Description
The CX/UX Solution must provide an intuitive, user-friendly, cost-effective, cloud based CX/UX Solution, which provides a full range of Reemployment Assistance services for Florida claimants, employers, and Third-Party Administrators.
The CX/UX Solution must include all functionality necessary to enter and update Solution code tables and business rules.
The CX/UX Solution must include all functionality necessary to allow other state Unemployment Insurance agencies, as identified by DEO, to access and use the CX/UX Solution.
The CX/UX Solution must include all functionality necessary to securely configure access to the applications, interfaces, and any other Solutions identified by DEO.
The CX/UX Solution must include all functionality necessary to allow employers, claimants, Third Party Administrators, and other external parties to access and use Reemployment Assistance services independent of the involvement of DEO staff.
The CX/UX Solution must include all functionality necessary to allow external agencies, as identified by DEO, to access Reemployment Assistance data.
The CX/UX Solution must be able to be deployed in a teleworking environment while still meeting DEO's mission and operational needs.
The CX/UX Solution must include all functionality to allow customers to use credit/debit cards, online checking, and Electronic Funds Transfers (EFTs) to pay DEO.
The CX/UX Solution must include a CX/UX Solution administration user interface that allows authorized DEO staff to: (1) Update dynamic reference data that business wants to control (e.g., monetary parameters, error messages, etc.) in code tables, reference tables, or rules engine. Additional reference data may be added to this framework in subsequent components; (2) Input and maintain messages and release notes that can be displayed on specifically identified CX/UX Solution pages; and (3) Input and maintain messages to be displayed to individuals or groups for a specified audience during a specified date and time range. For example, CX/UX Solution outage message for a specific geography.
The CX/UX Solution must support electronic signatures.
The CX/UX Solution must allow for moving data between the CX/UX Solution and any databases, interfaces, applications, systems, or solutions identified by DEO (e.g., API, stream).
The CX/UX Solution must include all functionality necessary to make any changes or edits to the CX/UX Solution (text, fact-finding, USDOL updates) without needing massive coding changes.

The CX/UX Solution must include all functionality necessary to allow for a separate claimant and employer/Third Party Administrator CX/UX Solution which integrates with a staff CX/UX Solution to prevent the CX/UX Solution from becoming overloaded/inoperable.

The CX/UX Solution must include all functionality necessary to provide a reactivate link for employers' account admins when users become inactive.

The CX/UX Solution must include all functionality necessary for compatibility with SIDES modernization.

The CX/UX Solution must include all functionality necessary to modify the work search section on the business information screen with a program type indicator so that in times of disasters, if the work search is waived, the work search indicator is automatically switched to 'no' which would prevent unnecessary claim issues from creating.

The CX/UX Solution must include all functionality necessary to create a pre-monetary calculation and summary based on unique and/or relevant information including, but not limited to, base periods of other states, lag quarters, and other factors. Calculations factors must be customizable by appropriate personnel at runtime.

The CX/UX Solution must remove all unnecessary subtypes and rationales in the CX/UX Solution. Any missing subtypes/rationales must be added.

The CX/UX Solution must include all functionality to service an employer account.

The CX/UX Solution must include consistent language/verbiage amongst the CX/UX Solution and forms. For example, the employer portal displays as "Action Due Date" and the UCB412 form displays as "Response Due Date."

The CX/UX Solution must follow the DEO Web Application Standards for all controls (such as buttons, menus, etc.).

The CX/UX Solution must use "down and back" modal navigation when users do not need to jump between tasks.

The CX/UX Solution must provide a global link to the application home page on each page of the application.

The CX/UX Solution must provide links or graphics for single-level navigation.

The CX/UX Solution must provide a site map to allow the user to skip directly to lower levels in the hierarchy for pages not dependent on a hierarchical flow.

The CX/UX Solution must provide simple link menus to allow the user to navigate to the landing pages of separate applications within the application website.

The CX/UX Solution must use icon-based navigation only when the icons are universally recognized, or an internal user recognizes and frequently uses this feature.

The CX/UX Solution must provide persistent top horizontal navigation menu items within a single row and should not require horizontal scrolling to access all menu items.

The CX/UX Solution must make Home the left-most menu item on persistent top navigation or top link in a left-hand navigation.

The CX/UX Solution must use left-handed navigation lists when the user needs access to large number of options.

The CX/UX Solution must arrange left-handed navigation in groups of no more than 10 to not overwhelm the user or lose links below the fold.

The CX/UX Solution must limit displayed hierarchy to two levels consisting of the category and subcategory.

The CX/UX Solution must use sequential or wizard navigation when a multi-step process must be addressed or completed.

The CX/UX Solution must design light weight web pages to maximize performance.

The CX/UX Solution must use relative font sizes (such as EMS and not pixels) to allow users to scale up or down based on their browser or mobile device settings.

The CX/UX Solution must use proportional font spacing for easier reading.

The CX/UX Solution must use italics sparingly and only for emphasis.

The CX/UX Solution must use underlining only for text that is clickable such as links, hyperlinks, and URLs.

The CX/UX Solution must differentiate between visited vs. not visited links, hyperlinks, and URLs.

The CX/UX Solution must left-align all text and use ragged-right margin text.

The CX/UX Solution must group common data elements and controls using proximity, color, and/or borders.

The CX/UX Solution must employ consistent capitalization to increase perceived reliability of the information.

The CX/UX Solution must avoid duplicating content.

The CX/UX Solution must provide keyboard orientation and shortcuts to minimize device switching.

The CX/UX Solution must provide generous amounts of space (at least 2 mm) around interactive areas and controls.

The CX/UX Solution must make any interactive area a minimum of 1 cm x 1 cm for ease of usage.

The CX/UX Solution must place contextual menus above target area, instead of under, to avoid user's hand blocking information.

The CX/UX Solution must place core interaction within the "thumb zone" for mobile devices.

The CX/UX Solution must place the focus in the first interactive data field on the page.
The CX/UX Solution must make the textbox larger than the longest anticipated entry in each input group. (Refer to the DEO Website Application Standards.)
The CX/UX Solution must group multiple related single textboxes together.
The CX/UX Solution must provide formatted and masked textboxes for data that must be entered in a specific format.
The CX/UX Solution must provide open data entry when errors are not likely to happen. Otherwise, provide other selective interactive controls such as checkboxes, dropdown, radio buttons etc.
The CX/UX Solution must provide descriptive labels to inform the user what data to enter.
The CX/UX Solution must indicate required fields on the page using both color and symbol.
The CX/UX Solution must stack labels, data entry fields and other controls vertically when the lengths are long or flexible to prevent horizontal scrolling, (e.g., on mobile devices).
The CX/UX Solution must provide a uniform distance between labels and input fields on right-aligned labels.
The CX/UX Solution must use drag-and-drop and browse functionality to move/copy files or when adding attachments.
The CX/UX Solution must order drop-down list selections alphabetically or numerically and provide a default selection when appropriate.
The CX/UX Solution must use list checkbox when there are multiple selections that are used frequently. The list should be ordered alphabetically and numerically.
The CX/UX Solution must make action buttons a minimum of 1cm x 1cm to easily select with descriptive text without crowding and use imperative command verbs.
The CX/UX Solution must make action buttons appear clickable and avoid ghost or flat buttons.
The CX/UX Solution must use anchor links to jump to subheadings on very long pages.
The CX/UX Solution must use clear and concise words to describe the link destination.
The CX/UX Solution must use a calendar control or a date picker as an alternate method for selecting or entering a date field.
The CX/UX Solution must provide user ID "auto-fill" options or "Remember Me".
The CX/UX Solution must provide a self-service method for users to easily retrieve forgotten user IDs and passwords.

The CX/UX Solution must use alternate row background shading colors to allow for easy scanning of data.

The CX/UX Solution must provide sortable table columns to allow users to focus on the data type relevant to them.

The CX/UX Solution must provide filters for tables with large amounts of data to allow users to reduce the data interaction.

The CX/UX Solution must use scrolling forms when users expect to fill out the information in one continuous flow.

The CX/UX Solution must implement a graphical user interface.

The CX/UX Solution must give external users the ability to save data as a draft.

The CX/UX Solution must alert external users before their session expires and allow them to extend the session.

The CX/UX Solution must use a business rules engine to process claims and apply functional validation.

The CX/UX Solution must update the claim record and apply the appropriate eligibility rules based on the business rules document.

The CX/UX Solution must allow DEO staff to manually enter information into data fields that can be used to apply the eligibility business rules.

The CX/UX Solution must maintain a transaction log for changes to eligibility information.

The CX/UX Solution must describe allowable password characteristics.

The CX/UX Solution must display instructions to the external user of the course of action to take, if the user is locked out.

The CX/UX Solution must check the password for allowable characteristics and prompt the external user if password constraints are not followed.

The CX/UX Solution must allow the external user to enter a hint to get a password reminder.

The CX/UX Solution must have the capability to display images, using a service from DMS that opens in a separate window from the RA application, allowing for manual key data entry, by allowing for the user to view the image and the application concurrently.

The CX/UX Solution must allow external user to change password.

The CX/UX Solution must display real-time confirmation that the password has been changed.

The CX/UX Solution must allow an authorized CX/UX Solution Analyst to add, change, and inactivate business rules, without altering the CX/UX Solution's structure.

The CX/UX Solution must allow authorized CX/UX Solution analysts to add, modify, and inactivate lists of values.

The CX/UX Solution must allow high-volume providers to submit their forms directly to the CX/UX Solution using secure file transfer capabilities.

The reporting CX/UX Solution must provide the following reporting capabilities:

- Ability of CX/UX Solution to summarize data.
- Ease-of-use by non-technical staff by using a Windows Graphical User Interface (GUI), using descriptive business names of the data elements, instructions on how to use and generate ad hoc reports, and documentation of all standard reports, instructions on viewing, exporting, and printing reports.
- Inclusion of a self-paced online training module for developing all ad hoc reports.
- Flexibility to change/revise reports data elements and prompts for ad hoc reports, and to configure prompts for standard reports.
- Easily downloadable to Microsoft Excel.
- Easily reports on different time periods (days, weeks, months, quarters, Fiscal years, Calendar year).

The CX/UX Solution reports must be developed with parameterized input fields (prompts) to make the report flexible for reporting variations of the same information from different vantage points as defined in report specification documents.
The CX/UX Solution must include all functionality necessary to register a claimant.
The CX/UX Solution must include all functionality necessary to manage a customer's profile.
The CX/UX Solution must include all functionality necessary to file claims.
The CX/UX Solution must include all functionality necessary to request payments.
The CX/UX Solution must include all functionality necessary to receive and process payment requests.
The CX/UX Solution must include all functionality necessary for claimants to manage claims.
The CX/UX Solution must include all functionality necessary to validate entered or selected data to ensure Solution operates on and with clean, correct, and useful data.
The CX/UX Solution must allow that all data entered into the CX/UX Solution is the property of DEO. DEO data may not be released to other parties including, in aggregate form, without the express written permission of DEO.
The CX/UX Solution must capture pre-selected responses in fields where possible, via auto population and dropdown menu lists or a similar approach, to standardize responses. For example, the reason for separation from Employer and the reason for overturning a decision on appeal. The CX/UX Solution must pre-populate data fields where possible and cascade data between input screens to improve productivity and reduce data entry errors.
The CX/UX Solution must use single-line textboxes for short variable data information.
The CX/UX Solution must allow selection from a dropdown list by typing, using the arrow key or mouse selection.
The CX/UX Solution must auto-suggest the completion for character-by-character text entry in a dropdown list.

The CX/UX Solution must allow the completion of auto-suggest input in a dropdown list by pressing the Tab or Enter key.
The CX/UX Solution must incorporate a "collect once use many" approach to data entry to eliminate redundant data entry.
The CX/UX Solution must provide spell checking in designated fields.
The CX/UX Solution must validate all entered and imported data to the greatest extent possible. The CX/UX Solution must display appropriate and meaningful message(s) to the user when data does not meet the edit/validation requirements.
The CX/UX Solution must ensure database integrity between production database, any replicated reporting databases, and copies made for back-up and recovery.
The CX/UX Solution must capture all data elements including calculated fields, required by USDOL for Reemployment Assistance programs identified by DEO and be able to extract them to the DEO Data Warehouse.
The CX/UX Solution must collect all data elements required to meet Federal, State, and local operational requirements and export the information to the DEO Data Warehouse. Data elements include but are not limited to: (1) Extract of real-time Labor Market and Career Information (LMCI) data (surveys, employer contact data); (2) Customer information and demographics (initial and subsequent updates); (3) Employer "demographics" (such as number of employees; type of business) - both initial and subsequent updates.
The CX/UX Solution must use slider controls with clear value range when settings are defined and contiguous.
The CX/UX Solution must disable non-applicable choices during data entry.
The CX/UX Solution must use auto-suggest to aid data entry when suggestions can be pulled from a manageable set of data or items can be entered in multiple ways.
The CX/UX Solution must provide confirmation of destructive or permanent actions.
The CX/UX Solution must provide field-level and page-level validation of page prior to submitting the information to the database.
The CX/UX Solution must provide form-level validation after the information is submitted to the database.
The CX/UX Solution must detect any errors, inform users of a possible fix, and ask for permission to fix the errors.
The CX/UX Solution must provide useful error messages indicating what was entered, what was wrong, what to do and consequences of actions.
The CX/UX Solution must use precise, specific, familiar language for error messages. The message must not be accusatory or alarming.
The CX/UX Solution must provide help, validation and edits to claimants, employers, voluntary plan employers, voluntary plan third party administrators and medical providers when submitting data electronically to improve the accuracy of data entered into the RA CX/UX Solution.

The CX/UX Solution must implement the defined validations and edits to warn DEO staff when a user action results in an error.

The CX/UX Solution must implement the defined validations and edits for conflicting and incomplete data.

The CX/UX Solution must allow DEO staff to perform spell checks using functionality in the browser or allow DEO staff to use external applications (e.g., Microsoft Word, Outlook) to perform spell checks.

The CX/UX Solution must accept requested information via internet forms or data capture forms.

The CX/UX Solution must provide real time, online validation of addresses entered by external users. The CX/UX Solution must retain both the address provided by the claimant (online or paper copy) and the address as modified by the address validation CX/UX Solution.

The CX/UX Solution must validate identified data on the electronic version of the forms before it is submitted.

The CX/UX Solution must validate a US address using the address validation service.

The CX/UX Solution must include all functionality necessary to investigate high risk activity and fraud.

The CX/UX Solution must include all functionality necessary to prevent users from entering invalid dates such as "11/11/1111" in any scenario.

The CX/UX Solution must include all functionality necessary to create reports without negatively impacting the production environment.

The CX/UX Solution must include all functionality to generate, display, distribute, and print reports for DEO Executive Leadership, Staff, and USDOL.

The CX/UX Solution must include all functionality necessary to analyze data and create ad hoc reports including, but not limited to, production reports, error reports, statistical reports, and metrics reports (including performance measurement/key performance indicators reports).

The CX/UX Solution must allow an authorized DEO staff to select a standard report and provide report prompts based on the report specifications.

The CX/UX Solution must allow authorized DEO staff the following report access: display, export, and print.

The CX/UX Solution must include all functionality necessary to graphically present information for decision-making (e.g., Dashboard views).

The CX/UX Solution must include all functionality necessary to perform database queries.

The CX/UX Solution shall follow the natural workflow of the task for navigation.

The CX/UX Solution shall provide consistent navigation layout on each web page.

The CX/UX Solution shall allow the user to navigate back, forward, save or cancel their task on multi-step processes.

The CX/UX Solution shall allow user to navigate forward or backward or jump to specific page on a multi-page process without losing already entered data.

The CX/UX Solution shall show the navigational menu at all times.
The CX/UX Solution shall follow enterprise usability standards for placement of web page escape/exit options.
The CX/UX Solution shall provide a visual indicator, such as breadcrumbs, to identify the user's location in the application. All points of the path must be clickable links except the current page.
The CX/UX Solution shall provide shortcuts and saved work-in-progress to allow the user quick access to their last navigation point.
The CX/UX Solution shall indicate where the user is in a multi-step process and how many steps are left in that process (ex. "You are in step 1 of 10" and progress bar).
The CX/UX Solution shall use hierarchical drill-down navigation when individual tasks must be completed or terminated before others can begin.
The CX/UX Solution shall make drill-down navigation menus disappear after the user selects the menu item.
The CX/UX Solution shall provide a visual highlight to communicate to the user the current location or selected menu item in the application.
The CX/UX Solution shall locate search in a prominent, persistent area on every page, so it is easily accessible.
The CX/UX Solution shall make link and tab labels short, predictable, and in the users' vocabulary (e.g., use recognized terms, no jargon or acronyms).
The CX/UX Solution shall use visual highlighting of navigational elements and descriptive page headings to tell the user where they are in a sequential, multi-step task.
The CX/UX Solution shall provide consistent Header on each page in accordance with the DEO standard web template.
The CX/UX Solution shall provide consistent Footer on each page in accordance with the DEO standard web template.
The CX/UX Solution shall use the current DEO web template colors, fonts, and formatting/style to keep a consistent look and feel across all pages.
The CX/UX Solution shall avoid horizontal scrolling.
The CX/UX Solution shall avoid unnecessary navigation for the user to complete a task.
The CX/UX Solution shall place form field hints outside of form field, so they don't disappear once user begins typing.
The CX/UX Solution shall not hard code the field hints.
The CX/UX Solution shall design the page so that the most important information is in the largest area of the screen.

The CX/UX Solution shall bring attention to important information by making it stand out on the page (e.g., using unique shapes and high contrast areas).

The CX/UX Solution must use a common and consistent design style across pages in accordance with DEO standard template.

The CX/UX Solution design must incorporate a clear visual hierarchy that flows left-to-right and top-to-bottom to match the natural focus of the user.

The CX/UX Solution must optimize the design without losing the relevant content for the most common screen size, resolution, and orientation, but ensure that the design works on other screen sizes, resolutions and orientations as well.

The CX/UX Solution must display all critical information, navigation, content, links, and graphics above the fold.

The CX/UX Solution must make the menu and navigation links available at all times.

The CX/UX Solution must make it clear that information exists below the fold, avoiding false page bottoms (e.g., partial design elements, text peek, or other visual cues).

The CX/UX Solution must use label and control alignment points to reduce visual clutter and improve readability.

The CX/UX Solution must use appropriate white space to assist the users in interpreting text and graphics.

The CX/UX Solution shall use color to highlight text to indicate a selection, such as table row.

The CX/UX Solution shall use distinct colors and not monochrome when needed to communicate different meanings of similar goals, such as on a graph.

The CX/UX Solution shall limit the use of colors to cut down on unnecessary visual clutter and to improve the user's ability to process the page content.

The CX/UX Solution shall use graphics when it helps clarify or enhance the page content.

The CX/UX Solution shall always label icons.

The CX/UX Solution shall optimize design by using consistent screen elements and by communicating as much as possible in as few elements as possible.

The CX/UX Solution shall display relevant content in logical groups to assist users in completing tasks.

The CX/UX Solution shall provide default values when appropriate to minimize work for the user.

The CX/UX Solution shall use title case capitalization for navigation, menus, button label and headers.

The CX/UX Solution shall use sentence case capitalization for all other text.
The CX/UX Solution shall use active voice for general content, when instructing users or for user actions.
The CX/UX Solution shall use passive voice for headlines, subheadings, captions, links, and bulleted lists.
The CX/UX Solution shall avoid using contractions.
The CX/UX Solution shall use words that are unambiguous and clearly denote meaning without emotion, implied references, or vagueness.
The CX/UX Solution shall keep complex and technical terms to a minimum, and avoid the use of abbreviations, mnemonics, jargon, and acronyms (unless the acronym is widely used and understood).
The CX/UX Solution shall avoid repetitive phrasing while retaining clarity and not being cryptic.
The CX/UX Solution shall be free of spelling, grammar, and punctuation errors.
The CX/UX Solution shall keep sentences short and precise (usually between 8 and 20 words).
The CX/UX Solution shall use ordered lists to indicate step-by-step instructions.
The CX/UX Solution shall keep content and messages informative while keeping a positive tone. For example, instead of "You cannot qualify for benefits unless…."; state "In order to qualify for benefits, you can…".
The CX/UX Solution shall provide a means to edit/modify content without requiring developer assistance.
The CX/UX Solution shall ensure that the writing style and tone remains consistent throughout the application.
The CX/UX Solution shall provide content that is concise, easily scanned and objective. (e.g., bulleted lists to organize the content).
The CX/UX Solution shall write legalese content in clear understandable text.
The CX/UX Solution shall properly introduce all acronyms and not assume the user knows what they mean.
The CX/UX Solution shall provide a maximum character count-down for larger textboxes or multi-line textbox entries.
The CX/UX Solution shall provide resizable textbox for multi-line entries.
The CX/UX Solution shall use toolbars for easy access to frequently used features and replicate this toolbar on appropriate pages.
The CX/UX Solution shall dynamically adjust the drop-down lists to a manageable length and provide scrollbar when necessary.
The CX/UX Solution shall make navigation links underlined to signify they are clickable. If not underlined, then the link should be blue, and an underline should appear when the cursor hovers over it.

The CX/UX Solution shall use deferred display of input fields until needed based on user interaction.

The CX/UX Solution shall present tables in standard layout by left-aligning text and right-aligning numeric fields.

The CX/UX Solution shall stream video content as the preferred method.

The CX/UX Solution shall provide a clear and relevant thumbnail option for video preview.

The CX/UX Solution shall provide written transcripts or text equivalent of video content.

The CX/UX Solution shall provide length of video and time remaining.

The CX/UX Solution shall provide user controls to play, pause, control volume, fast forward and reverse video content.

The CX/UX Solution must include all functionality necessary to provide more "at-a-glance" summarized information on one screen, so the users don't have to click through multiple links to view the needed information. (For example, the weekly benefit details should include a column for earnings reported, the claimant profile header should have a summary of contact info, claim history, disqualified issues. Like the summarized BH10. The employment history screen must display start and end date of employment, total gross earnings, and reason for separation on the first screen without having to click multiple links).

The CX/UX Solution must allow users to drill down into dashboard details for more information.

The CX/UX Solution must include a secure location (e.g., portal) where users can access functionality for initial claims, continued claims, claims status, and management.

The CX/UX Solution must allow claimants easy access to update personal information and CX/UX Solution preferences.

The CX/UX Solution must give applicants one easy location to access help, FAQ, and links to appropriate resources.

The CX/UX Solution must give applicants an easy navigation pane where they can access more details on their Benefits Eligibility Status, Payment Summary, Monetary, Tax, Archives, and Documents.

The CX/UX Solution must give applicants one view of all their open required actions.

The CX/UX Solution must give applicants one view on all their statuses (e.g., Claim, Eligibility, Remaining Benefit Limit).

The CX/UX Solution must give applicants access to all their communications with sort and advanced search functionality.

The CX/UX Solution must provide integrated, on-line user guides based on the role of the user, which identify capability and functionality available to claimants, employers, third party administrators, and staff.

The CX/UX Solution must provide on-line user documentation that is indexed and searchable that includes the list of all documents and data required to complete the submission process. The CX/UX Solution also must provide links to DEO sites and documents such as those currently displayed on http://floridajobs.org/.

The CX/UX Solution must provide separate focused and customized on-line help at the CX/UX Solution, function, screen, error, and field levels.

The CX/UX Solution must provide context-sensitive help that includes references to relevant Florida Statutes for all application functionality that will be used by DEO staff.

The CX/UX Solution must provide a frequently asked questions page for DEO staff to use when responding to inquiries.

The CX/UX Solution must include all functionality necessary to provide summarized access of the claimant information in a one screen view for efficiency and ease of access rather than multiple links/screens which slow productivity. (Views of DOR Wage Data, Weeks Claimed/Paid/, Payment Amounts, Payment Type, Eligibility Issues, monetary determination status should be housed on one page).

The CX/UX Solution must allow claimant's and employers to update contact information for themselves and witnesses, including Telephone number and address.

The CX/UX Solution must allow claimants and employers to submit subpoena requests.

The CX/UX Solution must allow claimant's and employers to request a reconsideration and /or end a disqualification (assistive content help).

The CX/UX Solution must be designed to support user flow and design and where necessary be support be omni-channel analytics and funnel analysis.

The CX/UX Solution must be capable of capturing data for all channels of communication with an applicant (e.g., message, phone, fax, chatbot).

The CX/UX Solution must integrate usage analytics.

The CX/UX Solution must be capable utilizing advanced analytic capabilities including machine learning and artificial intelligence natural language processing to capture metrics and insights on applicant behavior.

The CX/UX Solution must be flexible enough to optimize funnel flow based on channel and applicant behavior analytics.

The CX/UX Solution must be able to update help and FAQ sections based on channel and applicant behavior analytics.

The CX/UX Solution must arrange the most critical, frequently used links above the fold.

The CX/UX Solution must include all functionality to record inbound and outbound interactions with screen capture.

The CX/UX Solution must include omni-channel functionality where claimants can securely reach DEO Staff by messages, phone, fax, or chatbot.

The CX/UX Solution must have the capability to display broadcast messages, banners, and alerts to all, specific, or a subset of users configurable by DEO.

The CX/UX Solution must have the ability to optimize broadcast messages, banners, and alerts based on omni-channel analytics.

The CX/UX Solution must display a DEO-approved, CX/UX Solution use notification banner message before granting CX/UX Solution access informing potential users that the user is accessing a Florida State Government information CX/UX Solution. Notification wording to be provided by DEO.

The CX/UX Solution must be able to administer and capture survey information from claimants.

The CX/UX Solution must display a warning message when re-directing the user to an external page. The warning message must provide the user options to continue, cancel or close the navigation.

The CX/UX Solution must clearly indicate an error(s) by more than one mechanism.

The CX/UX Solution must place error notifications next to the error.

The CX/UX Solution must make clear what actions are needed to remedy error alerts.

The CX/UX Solution must respond with an informational message based on the context of the user action.

The CX/UX Solution must provide help text and hints (Ex. Tool tips, Info Tips) when the cursor hovers over a control or a control has the focus (Ex. Menu item or a link).

The CX/UX Solution must display tooltips after the user hovers the pointer for 0.5 seconds.

The CX/UX Solution must display tooltips / info tips where they will not obscure relevant information or object of interest on the page.

The CX/UX Solution must show an activity indicator when response times are greater than 2 seconds.

The CX/UX Solution must provide confirmation, both on screen and via notification channel such as e-mail, of important completed transactions and/or submissions.

The CX/UX Solution must not automatically navigate away from any confirmation message.

The CX/UX Solution must provide user alerts for items needing immediate attention.

The CX/UX Solution must communicate with the external user through their preferred channel of communication and via the U.S. Mail.

The CX/UX Solution must display all of the external user's current communication channel preferences whenever the user profile is displayed.

The CX/UX Solution must capture claimant information and timestamp for each interaction (e.g., phone, message, fax, chatbot) and data type entered into the CX/UX Solution (e.g., documents, responses).

The CX/UX Solution must allow users to select, view, complete and submit electronic forms.

The CX/UX Solution must accept requests by DEO staff and claimant to update claimant information.

The CX/UX Solution must include all functionality necessary to support the functions of the Division of Workforce Services.

The CX/UX Solution must allow for data validation on uploaded document and potential automations using RPA and AI.

The CX/UX Solution must be implemented as section 508 and ADA compliant.

The CX/UX Solution's external-facing user interfaces must comply with 29 CFR 38.9 and ensure meaningful access to limited English proficient individuals. The inclusion of Spanish and Haitian Creole are required. The CX/UX Solution must allow DEO staff to display staff and customer screens in English, Spanish, and Haitian Creole.

The CX/UX Solution must consider layout and text expansion needs when translating to non-English languages.

The CX/UX Solution must ensure all punctuation and grammatical symbols are used correctly in the translation to non-English content.

The CX/UX Solution must provide a standard format for international addresses.

The CX/UX Solution must be accessible from multiple current Internet browsers at minimum, the two most current builds of Internet browsers constituting at least 95% of the market share on both personal computers and mobile devices.

The CX/UX Solution must provide printer-friendly versions of all web pages.

The CX/UX Solution must be optimized for secure mobile capabilities which may include mobile applications or friendly on mobile devices through adaptive and responsive design.

The CX/UX Solution screens must be built in compliance with ADA compliance, section 508, 29 CFR 38.9, sensitive data masking (e.g., SSN), and look and feed branding.

The CX/UX Solution must display a user agreement for claimants, employers, third party administrators, etc. and require that they acknowledge and accept the agreement prior to accessing the CX/UX Solution. DEO will provide the specific language.

The CX/UX Solution must have audit tracking and control capabilities for data modifications and deletion; and must describe in detail how these features work and what flexibility customers have in terms of customizing them. Examples of tracking and control expected are: (1) Identification of data entry in key fields with details of what changed from and to; (2) who made the change, and when it occurred; (3) Role-based controls on initial data entry, updates, corrections, and deletions; (4) Deletions in the form of "soft deletions" so that the original data/values remain in the

CX/UX Solution and can be queried, exported to TWC's data warehouse, or even viewed in the CX/UX Solution by DEO staff with sufficient privileges; and (5) Each deletion should also have a "reason why" in the form of a reason category and a free text explanation.

The CX/UX Solution must include all functionality necessary to perform federally mandated audits on the Reemployment Assistance program.

The CX/UX Solution must be easily adaptable to future Federal, State, and Local Mandates.

The CX/UX Solution must comply with all USDOL and Florida state Reemployment Assistance requirements.

The CX/UX Solution must be kept current with Federal and State regulations and laws regarding Reemployment Assistance eligibility, service delivery, data capture, and reporting.

The CX/UX Solution must accommodate any change of USDOL or related mandated data elements, categories, and/or reports per USDOL deadlines, including changes created through USDOL approved waivers.

The CX/UX Solution must comply with USDOL Employment and Training Administration guidance and support alternative access options for individuals with barriers to filing by phone or on-line, such as those with Limited English Proficiency (LEP) (UIPL 30-11), Babel notices, disabilities, literacy issues including computer literacy, and computer access issues, etc.

The CX/UX Solution must meet DEO's Records Retention Schedule. DEO's Records Retention Schedule can be accessed at the following link: http://www.floridajobs.org/Businessservices/pdf/AgencySpecificRetentionSchedule.pdf.

The CX/UX Solution must provide the ability for DEO staff to specify archive/purging rules according to retention policies.

The CX/UX Solution must reference the DEO Style Guide and the Associated Press Stylebook when creating and formatting content.

The CX/UX Solution must incorporate DEO's logo and/or any other logo identified by DEO.

The CX/UX Solution must provide instructions for each point of data entry above immediately above the data entry field.

The CX/UX Solution must group data entry fields by related context in sections and provide summary instructions at the start of each section.

The CX/UX Solution must enable intelligent document parsing. When a user uploads a document to support an action, the data from the document is used to prepopulate the fields and forms in the CX/UX Solution for the claim.

The CX/UX Solution will enable review of any data entered into the CX/UX Solution through automation so the user can ensure accuracy of the entry prior to submission.

The CX/UX Solution will enable an offline electronic form or template to collect a complete application for Disaster Unemployment Assistance (DUA) and Reemployment Assistance.

The CX/UX Solution will enable an online/offline electronic form or template to collect a complete mass claim filing by employers/TPAs.

The CX/UX Solution shall use consistent and easy to understand formatting for numbers, dates, and other information across all concerns, e.g., MM/DD/YYYY for dates, Negative numbers use leading hyphen, etc.

The CX/UX Solution shall provide alternate workflows and messaging to Claimants, Employers and TPAs based on the action being performed with relation to statutory time limits for that action, e.g., filing an appeal past 20 days requires additional information.

The CX/UX Solution must record a timestamp for each document upload into the CX/UX Solution.

The CX/UX Solution must display the upload date and time for a document in the CX/UX Solution when the document in retrieved in a search.

The CX/UX Solution shall implement an automated interactive chat CX/UX Solution to assist claimants, employers/TPAs with specific question around their claim, appeal, protest, or other process. The automated interactive chat CX/UX Solution will provide the user with detailed information regarding their question directing them to the correct solution to move their process forward as needed without the need to contact DEO staff directly.

Attachment D

DEO Vendor Core Contract

I. CONTRACTOR AND DEO 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.

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 the 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(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 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 three (3) years or the original term of the Contract. Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(12), 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.

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. 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 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 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:

   i. **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.

   ii. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

   iii. 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.

1) 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.

2) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (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.

3) 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.

iv. **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:

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

2) 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;

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

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

5) 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

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. Contractor shall notify DEO 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 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.

ix. **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:

i. 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.

ii. 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.

iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.

iv. 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.

v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq*., which prohibits discrimination on the basis of age.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

xi. 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.

xii. 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.

xiii. 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 E of this Contract.

xiv. 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.

xv. 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.

xvi. 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.

xvii. 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.

xviii. 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.

xix. 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.

xx. 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.

xxi. 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.

xxii. 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 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 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 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

D. 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.

E. 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 forty (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 forty (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 thirty (30) days

of the date of notice of the amount owed, unless DEO 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 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 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 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 have an 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 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.

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 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 (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 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.

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 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.

N. 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.

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 DEO 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 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 fifteen (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 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 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.

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 DEO 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 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 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. 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 the 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.

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 DEO AGREE:

U. 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.

V. 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.

W. 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 twenty-four (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. 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.

X. 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 twenty-one (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.

Y. **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.

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.

Z. 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, DEO 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 DEO 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.

AA. 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.

BB. 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 E

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:

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.

CC. 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.

DD. **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.

EE. 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.

FF. 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.

GG. 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.

HH. 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)