

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

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

**I. CONTRACTOR AGREES:**

**A. Attachment 1, Scope of Work:**

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

**B. Type of Contract:**

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

**C. Contract Dates:**

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

**D. Contract Payment:**

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

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

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

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

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

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

**F. Governing Laws:**

**1. State of Florida Law:**

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

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

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

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

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

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

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

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

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

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

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

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

(e) transact business with any public entity.

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

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

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

**i. Abuse, Neglect, and Exploitation Incident Reporting:**

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

**j. Information Release**

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

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

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

**2. Federal Law and Regulations:**

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



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

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

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

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

**G. Contractor Payments:**

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

**H. Final Invoice:**

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

**I. Return or Recoupment of Funds:**

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

**J. Vendor Ombudsman:**

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

**K. Audits and Records:**

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

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

**L. Employment Eligibility Verification:**

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

**M. Duty of Continuing Disclosure of Legal Proceedings:**

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

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

**N. Assignments and Subcontracts:**

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

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

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

**O. Purchasing:**

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

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

Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

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

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

**P. MyFloridaMarketPlace Transaction Fee:**

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

**Q. Nonexpendable Property:**

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



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

**R. Information Resource Acquisition:**

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

**S. Insurance:**

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

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

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

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

**1. Contractor's Commercial General Liability Insurance:**

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

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

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

**3. Other Insurance:**

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

**T. Confidentiality and Safeguarding Information:**

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

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

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

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

#### **U. Confidential Reemployment Assistance Information**

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

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

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

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

#### **V. Warranty of Ability to Perform:**

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

#### **W. Patents, Copyrights, and Royalties:**

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

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

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

**X. Independent Contractor Status:**

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

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

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

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

**Y. Electronic Funds Transfer:**

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

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

**II. CONTRACTOR AND DEO AGREE:**

**A. Renegotiation or Modification:**

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

**B. Time is of the Essence:**

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

**C. Termination:**

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

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

**2. Termination for Cause:**

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

**3. Termination for Convenience:**

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

**D. Dispute Resolution:**

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

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

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



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

4. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

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

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

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

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing

notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**H. Severability:**

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

**I. Authority of Contractor's Signatory:**

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

**J. Execution in Counterparts:**

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

**K. Contact Information for Contractor and DEO Contacts:**

| <b>Contractor's Payee:</b>  | <b>Contractor's Contract Manager:</b>                               |
|-----------------------------|---|
| Ernst & Young, LLP          | Sean Webster  |
| 210 East College Avenue     | 210 East College Avenue   |
| Tallahassee, Florida 32301  | Tallahassee, Florida 32301  |
| Phone: 850-404-5013         | Phone: 850-591-4107   |
| Email: camilla.woods@ey.com | Email: <a href="mailto:sean.webster@ey.com">sean.webster@ey.com</a> |

**DEO's Contract Manager:**

Beverly Butler

107 East Madison Street

Tallahassee, FL 32399

Phone: 850-599-0321

Email: [beverly.butler@deo.myflorida.com](mailto:beverly.butler@deo.myflorida.com)

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

**L. Notices:**

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

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

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

**N. Execution:**

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

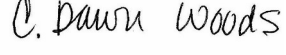
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**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**ERNST & YOUNG U.S. LLP**

By  \_\_\_\_\_  
Signature

By  \_\_\_\_\_  
Signature

\_\_\_\_\_  
**Title** **Meredith Ivey**  
**Acting Secretary**


\_\_\_\_\_  
**Title** **Camilla Dawn Woods**  
**Partner/Principal**

**Date** 1/18/2023

**Date** 1/17/2023

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

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

By:  \_\_\_\_\_  
**Approved Date:** 1/18/2023

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## ATTACHMENT 1 SCOPE OF WORK

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

### 1.0 Background

Currently, Floridians who may benefit from employment, training, and/or self-sufficiency programs must navigate through multiple locations (physical and digital) and complete applications for each program separately. In the current format, there is no formal data sharing or referral system in place between all partner entities, thus making it difficult for Floridians to obtain information. To address this problem, the Florida House of Representatives, under the leadership of Speaker Chris Sprowls, introduced legislation in the 2021 legislative session to advance the interoperability of entities that provide workforce development programs, both in technology capabilities and business processes, to create a more efficient and streamlined consumer-first workforce system<sup>1</sup> for job seekers needing services.

House Bill 1507, the Reimagining Education and Career Help (REACH) Act, passed unanimously and was signed into law by Governor DeSantis in June 2021. The intent of the REACH Act is to create a "no-wrong-door-entry strategy" to improve equity and access to the myriad of state and federally funded workforce related programs for Floridians<sup>2</sup>. This effort requires collaboration between the REACH Office, CareerSource Florida, and Florida Digital Services (FLDS), as well as the Workforce Partners: DEO, Florida Department of Children and Families (DCF), and Florida Department of Education (DOE), to streamline processes and minimize duplicative data entry from both individuals and workforce-related programs by creating and establishing a common intake form, public-facing portal, and a data hub connecting the existing workforce related programs<sup>3</sup>.

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

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

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

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<sup>1</sup> Section 445.011(10), F.S.

<sup>2</sup> Section 14.36(4), F.S.

<sup>3</sup> Section 14.36(5), F.S.

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

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

These areas are separated into individual projects:

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

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

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

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

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

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

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

## **1.1 FL WINS Program Context**

### **1. Program Governance and Oversight**

#### **a. Enterprise Program Management Office (EPMO) Overview**

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

#### **b. FL WINS Program Governance**

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

#### **c. Key FL WINS Stakeholders**

- i. **REACH Office**<sup>4</sup>: The Office of the Reimagining Education and Career Help is created in the Executive Office of the Governor to facilitate alignment and coordination of entities responsible for the state’s workforce development system. The duties of the Office (as related to this Program) include serving as the advisor to the Governor on matters related to the state’s workforce development system<sup>5</sup>. The Office shall create a no-wrong-door-entry strategy to improve equity and access to the myriad of state and federally funded workforce related programs through CareerSource Florida, Inc., local workforce development boards, one-stop career centers, school districts, charter technical centers, Florida College System institutions, the State University System, and through eligible training providers. Individuals must not be required to visit multiple locations when seeking access to education and workforce training. To create the strategy, develop a training course to cross-train all staff within the state’s workforce development system on workforce related programs, including how to use an integrated case management system, develop an individual employment plan, conduct a comprehensive needs assessment, pre-certify individuals for workforce related programs, and on any other activities to reinforce the no-wrong-door-entry strategy. Coordinate and facilitate a common intake form and case management system for use by workforce related programs to minimize duplicate data entry. Coordinate and facilitate a memorandum of understanding between the Department of Economic Opportunity and the Department of Children and Families to

<sup>4</sup> Section 14.36(1), F.S.

<sup>5</sup> Section 14.36(3)(a), F.S.

permit Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) clients to pre-certify for Workforce Innovation and Opportunity Act training services without having to physically visit a one-stop center<sup>6</sup>

- ii. **Workforce Partners** that will be discussed in subsequent sections are DEO, DOE, and DCF.
- iii. **Florida Digital Service<sup>7</sup>**: The Florida Digital Service has been created within the Department of Management Services (DMS) to propose innovative solutions that securely modernize state government, including technology and information services, to achieve value through digital transformation and interoperability, and to fully support the cloud-first policy as specified in section 282.206 F.S.
- iv. **CareerSource Florida**: CareerSource Florida is the statewide workforce policy and investment board that advances policies and initiatives to increase the prosperity of workers and employers, reduce welfare dependency, increase economic self-sufficiency, and enhance worker productivity and business competitiveness.
- v. Additional contractors and stakeholders will be added throughout the life of the Program at various stages for inclusion of all relevant entity's input and feedback. As these entities are identified, roles and responsibilities for the Program will be defined and updated.

## 2. Workforce Partner – DEO

### a. Overview

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

### b. Stakeholders

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

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

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

<sup>6</sup> Section 14.36(4)(a)-(c), F.S.

<sup>7</sup> Section 282.0051(1), F.S.



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

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

**c. Modernization Efforts**

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

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

**d. Key System Considerations**

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

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

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

**e. Other Relevant Trends and Context**

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

**f. Contracted Service Providers and Vendors**

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

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

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

**3. Workforce Partner – DCF**

**a. Overview**

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

## b. Stakeholders

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

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

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

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

## c. Key System Considerations

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

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

**d. Other Relevant Trends**

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

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

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

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

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

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

**b. Key System Considerations**

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

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

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

### c. Other Relevant Trends

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

## 1.2 Services Required

### 1. Overview of BPR Services

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

### 2. Overview of TCM Services

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

## 1.3 Minimally Required Deliverables/Tasks – BPR

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

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

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

i. **Plan and Setup Project**

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

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

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

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

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

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

iv. **Develop a Staffing Plan**

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

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

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

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

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



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

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

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

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

completed by the various agencies could be optimized or eliminated.

ii. Complete a gap analysis of each As-Is system.

e. Document To-Be processes and functional requirements:

i. Propose options and recommendations of To-Be processes and functional requirements to meet the goals and objectives of the data hub, common customer portal, and common intake form. The To-Be Functional Requirements must align with the future state functional requirements outlined in the 2021 Feasibility Study

ii. Identify both the automation opportunities associated with To-Be functionalities and possible manual activity changes to accommodate other redesigned business processes.

iii. Provide a process diagram for each business process identified for the To-Be solution.

iv. Provide staff and customer journey maps for the To-Be solution.

v. Ensure the To-Be solution and business process functional and non-functional requirements are compliant with all federal and state rules, statutes, and regulations set for DEO, DCF, and DOE.

vi. Consolidate, document, and map all functional and technical requirements for the To-Be solution.

vii. Prioritize requirements for a phased implementation approach to achieve the intended benefit for Floridians in the most efficient manner possible.

viii. Provide a list of SMEs identified in Section 1.3-3.b above who could be considered for change network activities as led by the TCM Contractor.

**5. Target Operating Model (TOM)** – Contractor shall develop the TOM for the Program to articulate how the Workforce Partners intend to provide functionality in the future to benefit all impacted stakeholders and provide the “big picture” of the To-Be solution across the business and technical domains of the Program. The TOM will be the framework for defining the business vision of the Program and aligning it to the core capabilities, functionalities, and processes to deliver value to both internal and external stakeholders.

**a. Activities** – The Contractor shall review current activities and tasks being completed by the Workforce Partners to determine areas in which the activities and tasks could be optimized or eliminated. The Contractor shall outline how stakeholder reactions to problems, opportunities, and constraints will be coordinated in the business process reengineering phase across agencies. The Contractor shall evaluate both the automation opportunities associated with new and improved system functionalities as well as possible manual activity changes to accommodate other redesigned business processes.

**b. Requirements Traceability Matrix** – The Contractor shall create a requirements traceability matrix (RTM) for the TOM which incorporates the requirements gathered from BPRS activities.

**c. IT Workgroup** – The Contractor shall design a shared services IT workgroup. This element of the TOM will focus on the business value of designing a shared services IT workgroup

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

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

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

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

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| <p>1. Submit a BPR PMP<br/>Submit a BPR Staffing Plan</p> | <p>approved by DEO within 30 business days of the effective date of the Contract.<br/>As part of the BPR PMP, Contractor shall submit a BPR Staffing Plan within 30 business days of the effective date of the Contract.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p> | <p>applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> |
|---|--|---|

**BPR Deliverable 2 Total Not to Exceed: \$34,628**

**BPR Deliverable 3 – BPR Tools and Standards**

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

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

**BPR Deliverable 4 – Discovery Report**

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

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|  | <ol style="list-style-type: none"> <li>5. Provide artifacts gathered</li> <li>6. Document lessons learned</li> <li>7. Conduct a one-time, technical specification survey</li> <li>8. Provide inventory of Workforce Partners' additional resources</li> </ol> <p>Completion of this deliverable is based on review and approval by DEO.</p> | <p>shall be made from the deliverable payment.</p> |
|--|---|--|

**BPR Deliverable 4 Total Not to Exceed: \$480,140**

**BPR Deliverable 5 – Document Processes and Customer Journeys**

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

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

**BPR Deliverable 6 – Define a Target Operating Model**

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

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

**1.5 Minimally Required Deliverables/Tasks – TCM**

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

**1. Project Management Responsibilities – Manage the TCM project.**

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

**i. Plan and Setup Project**

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

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

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

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

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

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

iv. **Develop a Staffing Plan**

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

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

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



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

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

**b. Additional Personnel**

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

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

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

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

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

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

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

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

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

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| <p>the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO's sole discretion.</p> | <p>built over the life of TCMO to facilitate knowledge transfer upon project completion.</p> <p>Within 60 business days of the effective date of the Contract, Contractor shall commence ongoing TCMO activities.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p> | <p>outline of the TCMO Operations Manual, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> |
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**TCM Deliverable 3 Total Not to Exceed: \$880,070**

| <b>TCM Deliverable 4 – FL WINS Style Guide</b>  |   |  |
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| <b>Tasks</b>  | <b>Minimum Acceptance Criteria</b>  | <b>Financial Consequences</b>  |
| <p>In accordance with Section 1.5-2.c.iii, Contractor shall:</p> <p>Develop a brand style guide</p> | <p>At a minimum, within 60 business days of the effective date of the Contract, Contractor shall develop a FL WINS style guide, including tagline, fonts, templates (e.g., PowerPoint, email signatures, communication vehicles), color palette, and logo(s).</p> <p>Completion of this deliverable is based on review and approval by DEO.</p> | <p>Failure to submit the FL WINS style guide, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> |

**TCM Deliverable 4 Total Not to Exceed: \$76,513**

| <b>TCM Deliverable 5 – TCMO Monthly Summary Report</b>  |   |   |
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| <b>Tasks</b>  | <b>Minimum Acceptance Criteria</b>  | <b>Financial Consequences</b>   |
| <p>In accordance with Section 1.5-2.d.vii, Contractor shall:</p> <p>Provide a TCMO Monthly Summary Report</p> | <p>At minimum, within 45 business days of the effective date of the Contract, Contractor will produce a monthly summary of all TCMO operational activities (e.g., public communications, FL WINS Program newsletters, change network activities). Each monthly report shall be submitted to DEO on the 5<sup>th</sup> day of the month for the previous reporting period.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p> | <p>Failure to submit each monthly summary, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> |

**TCM Deliverable 5 Total Not to Exceed: \$102,017**

**TCM Deliverable 6 – Stakeholder Analysis**

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



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

**TCM Deliverable 9 – Training Needs Assessment and Approach**

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

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

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

### 1.7 Acceptance Criteria

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

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

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

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

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

## **2.0 Staff Qualifications and Performance Criteria**

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

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

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

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

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

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

## **2.1 Background Screenings**

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

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

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

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

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

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

## **2.2 Staffing Changes**

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

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

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

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

### **2.3 Business Days**

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

### **3.0 DEO Contract Liaisons**

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

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

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

### **4.0 Invoicing Instructions**

In accordance with section 287.058(1)(a), F.S., Contractor will provide DEO's Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at: [https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvr\\_sn=ae70963d\\_2](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvr_sn=ae70963d_2)

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

To be payable:

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

Contractor's invoice number, and the invoice period.

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

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

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

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

## **5.0 Confidentiality and Safeguarding Information**

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

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

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

Contractor shall keep and maintain public records, as defined in section 119.011(12), F.S., required by DEO to perform this Contract. Upon request from DEO, Contractor shall provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

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

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

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

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

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

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

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

## **6.0 Confidentiality and Safeguarding Reemployment Assistance Information**

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



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

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

#### **7.0 Financial Consequences for Failure to Timely and Satisfactorily Perform**

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

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

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

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

#### **8.0 Financial Consequences for Failure to Comply with Purchase Order Requirements**

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

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

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

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

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

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

## **10.0 Governing Laws**

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

## **11.0 Non-Disclosure**

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

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

### **12.0 Value Added Services – Innovative Ideas**

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

### **13.0 Unknown, Unanticipated, Unspecified Tasks**

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

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

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**ATTACHMENT TWO  
COST PAGE**

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

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

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

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

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

*C. Dawn Woods*

**\*Authorized Representative's Signature**

C. Dawn Woods, Principal

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

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

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

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

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

**- End of Attachment Three -**

## ATTACHMENT FOUR

### CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ernst & Young 1/17/2023  
Contractor Date

210 E. College Ave  
(Street)

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

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

**- End of Attachment Four -**