

## SCOPE OF WORK

A Purchase Order will be issued between the State of Florida, Department of Economic Opportunity, hereinafter referred to as “DEO” and \_\_\_\_\_, hereinafter referred to as “Contractor.” DEO and Contractor may be referred to herein individually as a “Party” and collectively as “the Parties.”

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; General Services Administration (GSA) Schedule 70 Alternate Contract Source (ACS) (if applicable); 81141902-21-NASPO-ACS (if applicable); and subsection 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsection 287.058(1), F.S., are hereby incorporated by reference.

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

DATE	TIME	EVENT
12/16/2021	5:00 p.m.	Release of RFQ
12/27/2021	3:00 p.m.	Technical Questions due to DEO (via email – <a href="mailto:ProcurementResponse@deo.myflorida.com">ProcurementResponse@deo.myflorida.com</a> )
1/5/2022	5:00 p.m.	DEO Responds to Technical Questions (Anticipated)
1/12/2022	3:00 p.m.	Quotes due (via e-mail – <a href="mailto:ProcurementResponse@deo.myflorida.com">ProcurementResponse@deo.myflorida.com</a> )
1/20/2022	5:00 p.m.	DEO selects Contractor for Services (anticipated)
2/1/2022	5:00 p.m.	Anticipated Contract start date

### 1.0 General Description and Purpose of this RFQ

DEO is in need of a Contractor to perform integration services in which the Contractor provides analysis, oversight, monitoring, testing, and assumes the responsibilities for the foundational technical platform and systems and software integration services necessary to develop and implement the Reemployment Assistance Claims and Benefits Information System’s (“the System”) current and future infrastructure for modernization. Any reference herein to “the System” includes the current and future state for modernization and includes interfaces, applications, and other systems that exchange data with the Reemployment Assistance Program. These integration efforts will allow DEO to secure services which can interoperate and communicate without relying on a common platform or technology. Connecting services, systems, and infrastructures and developing integration standards are the next steps for advancing the System’s maturity and System modularity for modernization.

### 1.1 Background

In collaboration with its partners, DEO assists the Governor in advancing Florida’s economy by championing the state’s economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities. In support of this mission and vision, DEO maintains the Reemployment Assistance Claims and Benefits Information System commonly referred to as “CONNECT,” which shall be referred to herein as the “Reemployment Assistance Claims and Benefits

Information System” or “the System.” The Reemployment Assistance Claims and Benefits Information System serves as the central repository to file, track, view, and process Reemployment Assistance claims. The System functions as the core benefits administration platform for DEO staff, claimants, and employers and Third-Party Administrators (TPA). The System provides online access to apply for benefits, view and track claims, set up payment information, respond to fact-finding requests, and protest and appeal eligibility determinations. For employers, the System allows access to respond to and protest inquiries regarding claimants receiving Reemployment Assistance benefits. Additionally, the System allows employers to grant TPAs access to perform specific administrative functions.

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

1. Implement immediate system performance and functional improvement needs while positioning DEO with a secure, scalable, and sustainable system architecture and agile support processes.
  - a. The goal is to have a system that is efficient, scalable, and meets the needs of providing benefits to protect workers who lose their job through no fault of their own.
2. Achieve Reemployment Assistance national prominence, as measured through the federal core measures, program integrity measures, and Secretary standards required by the U.S. Department of Labor.
3. Improve access and equity in the delivery of Reemployment Assistance benefits.
4. Sharpen the Reemployment Assistance program’s focus on outcomes and accountability.
5. Promote Floridians’ self-sufficiency.
6. Have a system that is capable of responding rapidly to changes in law and economic conditions.
7. Reduce cyber security risk and potential for fraud.
8. Improve information flow with claimants, employers, and TPAs to make quicker decisions.
9. Improve Reemployment Assistance program quality, accountability, performance, and integrity.
10. Leverage new technologies to improve claimants, employers, and TPAs’ overall experience with the Reemployment Assistance program, including reducing the amount of time it takes to file a claim for benefits.
11. Improve efficiencies and effectiveness in managing claim workload and being better equipped to handle unexpected spikes in the number of claims that may result from emergencies, disasters, or economic factors.
12. Eliminate manual, error-prone, labor-intensive processes.
13. Enhance system usability including accessibility.
14. Reduce maintenance and support time and costs.

15. Incorporate technical standards (e.g., software development standards, database standards, and interface standards) and modern technologies.
16. Seamlessly integrate with other internal/external IT assets.
17. Modernize real time and batch interfaces, which include but are not limited to Employ Florida (WITS), SSA, IRS, NDNH, SIDES, SAVE, ICON, FDHSMV, and all other systems exchanging data with the Reemployment Assistance program.

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

The selected Contractor will have the overarching responsibility of orchestrating and coordinating activities across all 19 projects, collectively referred to as “the Modernization Projects,” and ensuring successful implementation of the overall Reemployment Assistance Modernization Program via the activities and deliverables detailed in Section 2.0 and Section 3.0.

**Table 1 Anticipated Projects Supporting the Reemployment Assistance Modernization Program**

	#	Project Name	Description
Infrastructure	1	Cloud Migration	Complete planning for remaining migration, readiness activities, and migration of the System’s infrastructure from the State Data Center and Disaster Recovery sites to a Cloud Service Provider using an Internet as a Service hosting model. Included within the migration project is the selection and implementation of a new document storage solution and document generation solution.
	2	Cloud Application Performance Management	Provide application performance management, including functionality like root cause analysis, custom dashboards showing key performance indicators to communicate performance at-a-glance, and system monitoring with clearly defined thresholds when remedial action must occur and then defining those actions.
	3	Cloud Contact Center as a Service	Replace or migrate the current Reemployment Assistance Customer Service Center solution with a cloud-based contact center solution. The new solution should be able to replace the current phone system (Cisco) and Interactive Voice Response system. This project was previously included in the Cloud Migration project identified in the Final Report.
Software	4	SDLC - DevOps	Ensure the completeness and correctness of the application design documentation, related artifacts, and dataflow diagrams for the System and ensure that a process is in place that aligns the Reemployment Assistance Benefits Information System functionality with management’s business requirements, including secure development best practices (DevSecOps, SSDLC).
Software	5	.NET and ORM Upgrade	Establish a solid architectural basis in support of continuous system modernization by upgrading the System application to the latest version of the .NET Framework and defining a new architecture based on .NET Core and upgrade the Object Relational Mapping software to the most current version.

	6	<b>SOA and API Layer</b>	Establish a solid architectural basis in support of the continuous modernization by defining a new architecture based on .NET Core, Web API framework, and a service-oriented architecture for the modernized System application.
	7	<b>Rules Engine</b>	Establish business rules into a user-visible and user-maintainable business rules engine. This will allow both maintaining business rules and developing new business rules without requiring code changes and subsequent deployments.
	8	<b>Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Software Transformation</b>	Establish an agile and incremental solution to ensure that business process optimization is incorporated into the customer and user experience transformation activities for each of the functional modules within the scope of the CX/UX project.
<b>Software</b>	9	<b>Systems and Software Integration Procurement</b>	Procure the contractual services of a third-party System and Software Integration services provider with experience in strategic planning, design, development, and integration for large multi-component system modernization efforts.
	10	<b>Strategic Planning Office</b>	Enables DEO to maintain focus and direction across all projects within the program. Serves as a single point of contact for budget, scope, and status reporting.
	11	<b>Independent Verification and Validation Procurement</b>	Procure the contractual services of a third-party consulting firm with experience in conducting Independent Verification and Validation assessments to provide these services for the Reemployment Assistance modernization and mobile-responsive transformation project.
	12	<b>Reemployment Assistance Help Center</b>	Includes the development of a front-end website that is a one-stop site for citizens/claimants to find answers to commonly asked questions and to enable easy navigation through all Reemployment Assistance processes and related documentation. Phase one of this project is limited to informational and navigational web page content development. Phase two of this project includes citizen master data management and data analytics to ensure that citizens have a complete view of all their current and historical information.
<b>Data &amp; Analytics</b>	13	<b>Data Warehouse</b>	Establish a cloud-hosted data warehouse designed for reporting purposes. The warehouse will establish a single source of truth for customers, be independent of batch cycles, and maintain historical transactions.
	14	<b>Reporting Project</b>	Rewrite all system reports and write any additional reports, as requested, using the existing data warehouse as a source of reporting data.
	15	<b>Archival and Purge Project</b>	Establish a process and execute archival and purge of data in both the production database and file store.
	16	<b>Master Data Management and Interoperability Project</b>	Create a data catalog and data dictionary to enable standardization of data elements and interoperability across business units and other Departments per Florida Digital Services (FLDS) and section 282.206, F.S., requirements.

Security	17	<b>Security Architecture Review Services Project</b>	Application security architecture services will ensure the application, underlying platform, and associated operations and development processes meet modern application security standards. Incorporating appropriate security controls from early in the application and system development lifecycle ensures security is inherent to the application and avoids incurring significant risk to users and prevents major costs from rework needed to meet security and compliance needs later.
	18	<b>Identity Management and Access Control Project</b>	Acquire and integrate an identity and access management control service for utilization by all users of the system. This project includes the updating of identity management policies and procedures as well as any necessary migration of existing user accounts and roles to the new service.
Security	19	<b>Security Architecture Audit Services Project</b>	Perform a technical audit consisting of a system, platform, application, and network hardening review, including a penetration testing engagement with scope involving, at a minimum, all application user and administrative interfaces, a sampling of all application environments and tiers, critical application infrastructure, access management platform, and staff resources.

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

## 1.2 The Federal/State Unemployment Insurance Program

DEO's mission is to assist the Governor in advancing Florida's economy by championing the state's economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities.

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

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

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

requirements for approval. Therefore, any solutions selected by DEO must meet Federal requirements and allow modifications specific to Florida.

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

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

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

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

The following are examples of challenges with the current System:

1. Problematic to enhance or modify the existing System, and System maintenance requires extensive programming to incorporate changes;
2. Significant parts of the System's processing are performed in batch mode overnight, lessening responsiveness and timeliness to customers;
3. Offers minimum self-service functionality;
4. Not customer-centric;
5. Not mobile-friendly or responsive for mobile devices;
6. Applications have been continually updated because of mandated legislative and USDOL changes, which has made the System difficult to maintain from a programming perspective;
7. Cost of maintaining the applications is high due to the complexity of the data structures and code constructs, as well as the hardware; and
8. As a result of the increased volume and data, DEO has suspended the use of any proactive campaigns and SMS messaging advising claimants of recent payments, reminders to claim weeks or fact finding, appeals hearings, and disabled virtual IVR self-service capabilities.

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

#### **1.4 Procurement Restrictions Related to the Reemployment Assistance Modernization Program**

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

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

#### **1.5 Summary of Requested Services**

DEO seeks a Contractor to provide integration services ("Integration Services") for System modernization. Integration Services includes, but is not limited to, analysis, oversight, monitoring, testing, and assuming the responsibilities for the successful integration of the Modernization Projects identified in Table 1. Contractor will use its technical expertise to enable and confirm interoperability of the System with each Reemployment Assistance Modernization Project. Modernizing and implementing the System's integration efforts will allow DEO to secure services which can interoperate and communicate without relying on a common platform or technology.

Integration Services include documenting the existing technical requirements and specifications of the System and an analysis of the existing technical requirements and specifications. The analysis will determine what technical requirements and specifications need to be improved to increase the effectiveness and efficiency of the System and assist DEO with acquiring software and hardware solutions that support the Reemployment Assistance Modernization Program. This shall include full evaluation of the Reemployment Assistance Information Technology program that relates to the System. At a minimum, DEO seeks Integration Services that delivers:

1. A modular System that:
  - a. Leverages the existing System's functions to advance the business operations of the Reemployment Assistance Program;
  - b. Promotes individual function/component substitution, testing, scaling, and deployment;
  - c. Has components that are evolvable from a business and technology perspective.
2. A centralized communication hub and foundational platform for the System in which all existing and future System modules, data, and event triggers will communicate and integrate;
3. Connection to and communication paths with the System by integrating into the Integration Platform;

4. Planning, scheduling, testing, and validating connection to the Integration Platform for all existing and future module vendors;
5. Improved quality of services;
6. Reduced administrative burden and cost; and
7. Adoption and implementation of best practices from similar System environments.

Integration Services also include identifying the technical requirements and specifications necessary to implement the Modernization Projects in Table 1 that achieve the goals of the Reemployment Assistance Modernization Program as outlined in section 1.1. Contractor will use these technical requirements and specifications to assist DEO in drafting scopes of work and deliverables for procurements for the Modernization Projects. Specifically, the Modernization Projects targeted for acquisition that the Contractor will assist in drafting the scopes of work and deliverables include the rules engine, the portal for the CX/UX Mobile-Responsive Software Transformation project, SOA and API layer, and master data management and interoperability. The Contractor is responsible for ensuring that all Modernization Projects integrate properly and seamlessly with the System, applications, interfaces, and other systems that exchange information with the Reemployment Assistance Program.

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

Due to the Reemployment Assistance Modernization Program's size and complexity, DEO requires the Contractor to bring resources across all necessary disciplines required to manage technology risks and oversee technical implementation of the Reemployment Assistance Modernization Program by coordinating with DEO architects and DEO's SPO.

## **1.6 Data Privacy and Cyber Security**

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

1. Be hosted in the government cloud or secure private cloud with at least FedRAMP provisional Authority to Operate (ATO) at the "moderate" or higher level, as approved by DEO;
2. Utilize application security best practices and standards, with leading sources of guidance being DEO policies and practices, Chapter 60GG-2, Florida Administrative Code ("F.A.C."), Chapter 60GG-4 F.A.C., Cybersecurity and Infrastructure Security Agency (CISA) Cloud Security Technical Reference Architecture (TRA), CISA Zero Trust Maturity Model, National Institute of Standards and Technology (NIST) Special Publication 800-53, the Center For Internet Security (CIS) Controls Version 8, the Open Web Application Security Project (OWASP) Top 10, the SANS Securing Web Application Technologies (SWAT) Checklist, Internal Revenue Service (IRS) Publication 1075, Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS) Security Policy, and FedRAMP Moderate ATO;
3. Integrate fully with DEO's chosen Identity and Access Management solution(s);
4. Have the ability to use third-party data validation and verification;
5. Have the ability to request and track system changes and upgrades for audit purposes;
6. Support the ability to limit access to specific internet protocol (IP) address ranges and domains;



7. Support role-based (RBAC) and attribute-based (ABAC) access control for all users;
8. Generate user audit reports by role;
9. Allow accounts to be configured with strong passwords and passphrases, meeting or exceeding minimum DEO requirements;
10. Provide audits and alerts for user activity, including, but not limited to, changes to records, exports, and printing;
11. Provide the ability to manage, change, and disable default settings that pose a security risk. Such settings include, but might not be limited to:
  - a. Infrastructure and application encryption keys;
  - b. Accounts;
  - c. Passwords; and
  - d. Simple Network Management Protocol (SNMP) community strings;
12. Use strong, unique encryption keys, where applicable, in both the application and underlying infrastructure, and allow them to be fully managed and controlled by DEO; and
13. Support integration with DEO's preferred central log management tool(s) and SIEM platform.

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

- A. All relevant System Security Plans (SSPs) must be updated in a manner that, at minimum, meets NIST Special Publications 800-18 and 800-171 guidance, as well as any identified compliance requirements;
- B. Development processes must follow secure best practices, using the NIST Secure Software Development Framework (SSDF) as a baseline, and include, at a minimum, a process for continual vulnerability assessment (to include static code analysis, dynamic code analysis, and web application scanning), as well as best practices for code versioning and automated release management in the cloud environment;
- C. DevOps practices must follow NIST DevSecOps guidance;
- D. The development supply chain must be managed, including, but not limited to hardware, software, third-party code and code modules, portable code, and cloud environments;
- E. Audit information, including, but not limited to, physical access, logical security controls, and system logs, must be available;
- F. SOC 2 compliance audit reports for any SaaS components of the Solution must be provided and reviewed by DEO;
- G. DEO and its contractors must meet information compliance requirements, including, but not limited to, IRS Publication 1075, Safeguards for Protecting Federal Tax Information, Social Security Administration data sharing agreements, FBI Criminal Justice Information Systems Policy, and Unemployment Insurance Program Internal Security requirements;
- H. Florida laws and rules must be followed, including, but not necessarily limited to:
  1. DEO requirements highlighted in section 282.318, F.S. [specifically (4)(a) and (4) (c-i)], requiring a designated information security manager, comprehensive risk analysis performed at least every three years, established information security policies and procedures, implemented security controls, periodic internal audits, consideration of security during procurement, employee security awareness efforts, and incident detection and response  
[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0200-0299/0282/Sections/0282.318.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0282/Sections/0282.318.html);
  2. Section 501.171, F.S., Security of Confidential Personal Information concerning notice and duties of third-party agents and requirements for disposal of customer records

[http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mode=Display\\_Statute&Search\\_String=501.171&URL=0500-0599/0501/Sections/0501.171.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=501.171&URL=0500-0599/0501/Sections/0501.171.html);

3. Florida Cybersecurity Standards (Chapter 60GG-2, F.A.C.);
4. Florida Cloud Computing Standards (Chapter 60GG-4, F.A.C.);
5. DEO Security policies derive guidance and ideology from the NIST 800 Series, NIST Cybersecurity Framework, and the Center for Internet Security (CIS) Controls (<https://www.cisecurity.org/controls/>). Contractor is expected to remain in compliance with these policies over the lifetime of this Contract; and
6. Section 443.1715, F.S., regarding disclosure and confidentiality of Reemployment Assistance information  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0400-0499/0443/Sections/0443.1715.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0443/Sections/0443.1715.html).

## 1.7 Accessibility Statement

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

## 1.8 Current Technical Environment

The current technical environment for the existing System is summarized below.

### 1.8.1 Reemployment Assistance Applications

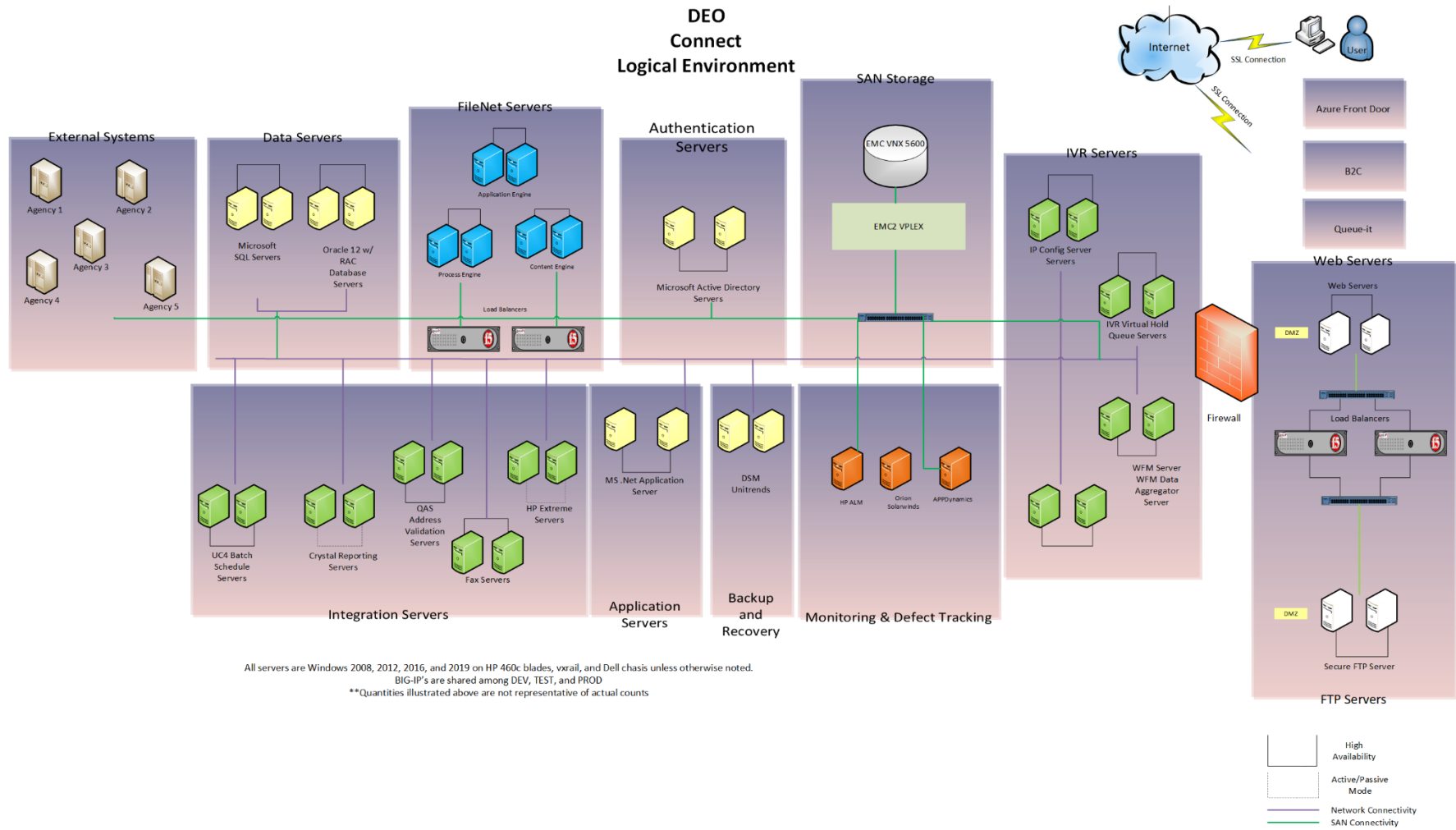
The Reemployment Assistance program is comprised of three (3) primary functions: Tax, Benefits, and Appeals. About 32 applications run on the client/server network, services, and in the cloud, to accomplish these functions.

Applications	Where Application Runs (D=Desktop; S=Server)	Where Data Resides	Primary Interface (E=External (outside DEO); I=Internal (inside DEO))
<b>Tax</b>			
Treasury Offset Program (TOP)	D	TOP Database/SQL Server	I
<b>Benefits</b>			
CONNECT Web Application	S	CONNECT Database/Oracle	E/I
Fraud Initiative Rate and Rules Engine (FIRRE)	S	FIRRE Database/Oracle	I
Pega Systems Application	S	Third Party	E/I
FileNet	S	FileNet	I

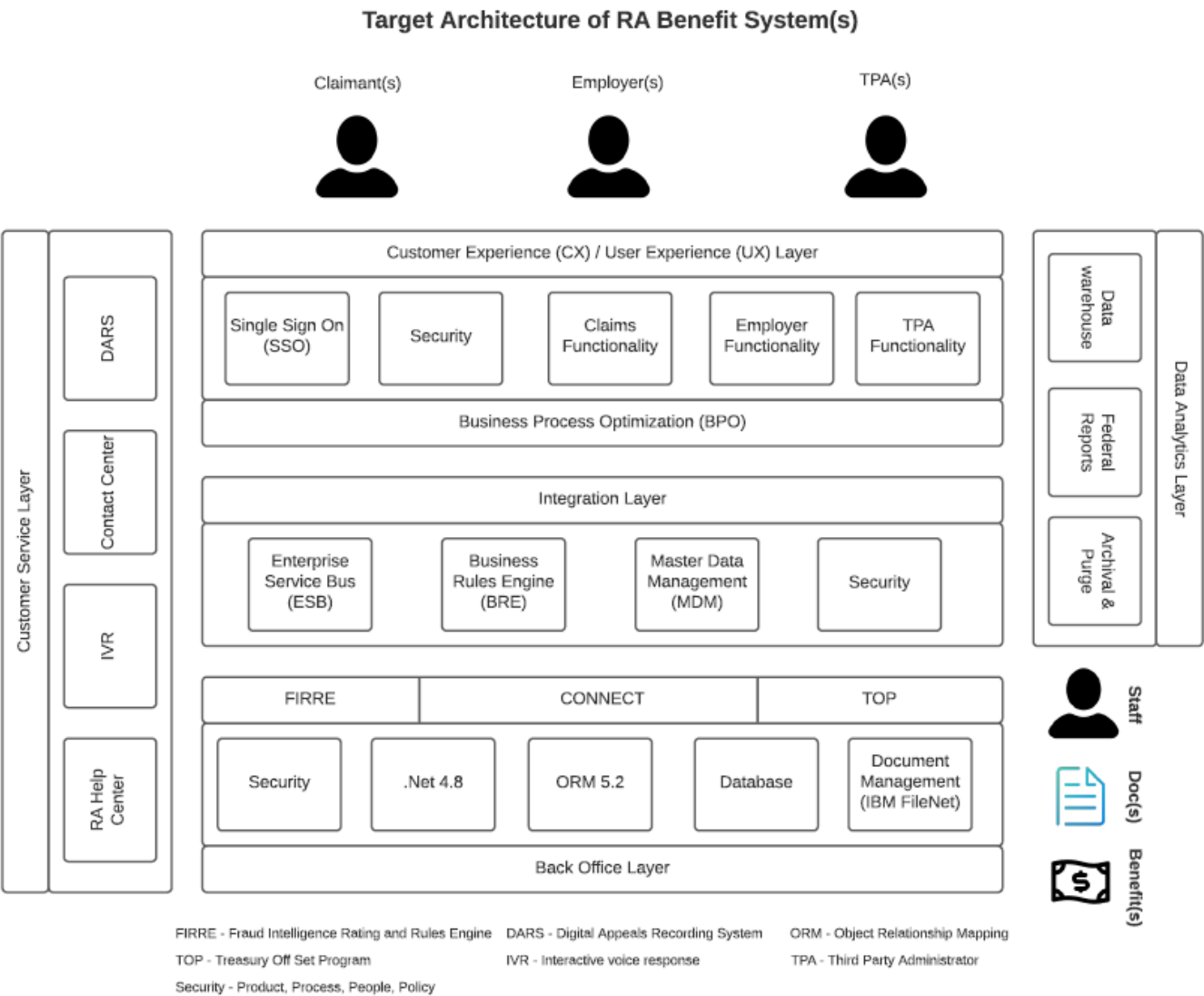
Unemployment Insurance State Information Data Exchange (SIDES)	S	Third Party	E
Mail Gun	S	-	E
B2C	S	-	E
HPX	S	HPX; CONNECT Database	I
Crystal Reports	S	CONNECT Database/Oracle	I
ETA Reports	S	CONNECT Database/Snowflake	I
iContact	-	-	-
Systematic Alien Verification for Entitlements (SAVE) Program	-	-	E
<b>Appeals</b>			
Digital Appeals Recording System	S		I
BRAVA	S	FileNet	I
<b>Non-UI Systems that use Benefits Data</b>			
Interactive Voice Response	S	Oracle	I
<b>Contact Center</b>			
Genesys Workforce Management	S	Oracle	I
Genesys Customer Relationship Management (CRM)	S	Oracle	I
Genesys Pulse	S	Oracle	I
Genesys Administrator Extension (GAX)	S	Oracle	I
Genesys Workspace	D	Oracle	I
Genesys Quality Management	S	Oracle	I
Genesys Call Recording	S	Oracle	I
Genesys Interactive Insights	S	Oracle	I
DNA Fusion (Security Access Software)	S	MSSQL	I
Cisco Jabber	D	Not storing data	I
Global Protect (VPN)	D	Cloud	E
<b>Adjudication</b>			
SUNTAX	-	DOR	E
EmployFlorida	-	Third Party	E
State Connector Portal (Equifax)	-	Third Party	I
Stop Inmate Fraud - LexisNexis	-	Third Party	E/I
National Directory of New Hire Crossmatch	-	-	E

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## 1.8.2 Reemployment Assistance Servers



1.8.3 Target Architecture for the System



#### **1.8.4 Reemployment Assistance Data Repositories**

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

1. Provide built-in security, reliability, performance efficiency, elasticity, and cost optimization;
2. Require no physical hardware and firmware maintenance;
3. A pay-as-you-go cost structure;
4. Stabilize the growth of stored data by setting the stage to support reporting in an analytical processing environment versus A transactional processing environment so that reports do not affect the online user's experience and to prevent the current system data quality, integrity, scalability, and performance from becoming untenable;
5. Support proper historical, predictive, and prescriptive data reporting by clearing unnecessary data and improving performance, consistency, and accuracy; and
6. Serve as a prerequisite to an archive and purge process.

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### 1.8.5 Reemployment Assistance Interfaces

The current Reemployment Assistance Claims and Benefits Information System includes 126 interfaces of varying frequency and the number may increase by the start of this Project:

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

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



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

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

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

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

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

121			Daily	Genesys - DEO RA Contact Center	Genesys Quality Management	Web Application
122			Daily	Genesys - DEO RA Contact Center	Genesys Call Recording	Web Application
123			Daily	Genesys - DEO RA Contact Center	Genesys Interactive Insights	Web Application
124			Daily	DNA Fusion - DEO RA Contact Center	Security Access Software	
125			Daily	Cisco Jabber		
126			Daily	VPN - Cisco AnyConnect Secure Mobility Client		

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## **2.0 Project Scope**

The following tasks and deliverables are required for the Integration Services (“the Project”). These deliverables are also the invoice points, which are described separately in Section 3.0. Throughout the Contract term, Contractor will work in partnership with DEO, DEO’s SPO, and DEO’s IV&V vendor. Contractor will also work with vendors providing products and services for the Modernization Projects.

### **2.1 Task 1: Plan and Setup Project**

Contractor shall be responsible for the Project planning and setup activities and work products necessary to complete the initial planning and setup tasks for the Project, in coordination with DEO’s SPO. DEO’s SPO will provide governance and standardized project management templates, activities, and timelines at or near Contract execution. Contractor’s tasks include:

#### **2.1.1 Plan and conduct a Project kick-off meeting**

1. Contractor shall:
  - a. Conduct a kick-off meeting at a location and time selected by DEO within 10 calendar days of Contract execution to introduce Contractor and DEO staff and provide a common understanding of the Project scope and approach with DEO stakeholders.
  - b. 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 the agenda and presentation materials before the meeting.
  - c. Create meeting minutes to document the meeting. DEO will approve the meeting minutes, and the Contractor will distribute meeting minutes to all DEO stakeholders.

#### **2.1.2 Develop a detailed Project Management Plan**

1. Contractor shall develop a Project Management Plan (“Project Plan”) that manages Project scope, schedule baselines, change management, communications, and costs in coordination with DEO’s SPO.
2. The Project Plan must:
  - a. Describe the techniques for measuring Project performance and progress in an objective manner.
  - b. Detail all management processes, procedures, and controls for Project management processes including quality management, communication

management, configuration management, performance management, and risk management.

- c. Include a realistic strategy for incorporating DEO staff in day-to-day activities for the duration of the Project.
- d. Align with the activities/Modernization Projects targeted by DEO for prioritization, where applicable.
- e. Demonstrate the prioritization of activities/Modernization Projects targeted by DEO for prioritization, where applicable.
- f. Detail the methodology proposed for capturing existing As-Is and To-Be technical requirements documentation and identifying, assessing, and recommending changes and additions for technical requirements necessary to achieve the goals of the Reemployment Assistance Modernization Program, in partnership with DEO and any stakeholders identified by DEO.
- g. Include process mapping and show the current state (As-Is) and proposed future state (To-Be) for the System's technical functional and non-functional design.
- h. Establish key performance indicators for the Project based on DEO's vision and process objectives.
- i. Detail the prioritization process of refreshed requirements by order of urgency in preparation for the Project and the Reemployment Assistance Modernization Program.
- j. Clearly detail the Project's critical path and critical path tasks for tracking and reporting purposes.
- k. Include all tasks, deliverables, Project status reports, milestones, dependencies, timelines, due dates, and resources (e.g., Contractor, DEO staff, stakeholders) necessary to complete the Project.
- l. Consider the proper sequencing of the work required to result in a successful Project that can be completed within the Contract term.
- m. Be maintained in ServiceNow or another software tool and version approved by DEO.
- n. Be published in PDF format at intervals agreed upon by DEO.
- o. Be approved by DEO in writing prior to its implementation.

### **2.1.3 Create a Staffing Plan**



1. Contractor shall create a Staffing Plan. The Staffing Plan must:
  - a. Be created in collaboration with DEO and aligned with DEO's phased implementation strategy for systems and software integration.
  - b. Include both Contractor and DEO resources.
  - c. List all roles, responsibilities, knowledge, skills, and abilities for Contractor and Contractor's staff and DEO staff working on the Project.
  - d. Detail the percent of time and duration for each DEO staff person. Note: DEO staff will not always be 100% available during the Project, as current operations must be maintained.
  - e. Be maintained in ServiceNow or another software tool and version approved by DEO.
  - f. Be updated and published at intervals agreed upon by DEO.

## **2.2 Task 2: Develop To-Be Technical Requirements for the System**

1. Contractor shall create and document the To-Be technical functional and non-functional requirements and specifications (referred to collectively as the "To-Be Technical Requirements") necessary for the modernization efforts of the System, including the To-Be Technical Requirements for the Modernization Projects. To-Be Technical Requirements must:
  - a. Be compliant with Federal and State law, guidelines, and policies.
  - b. Support customer-centric business processes.
  - c. Streamline transaction processing and customer notifications.
  - d. Promote usability, ease of access, and comply with the Americans with Disabilities Act, as amended, Section 508 of the Rehabilitation Act, as amended, 29 CFR Part 38, and Web Content Accessibility Guidelines, and all other requirements necessary for mobile user interface/user experience.
  - e. Strengthen access controls and identity management to secure and safeguard user transaction data compliant with nationally recognized industry standards.
  - f. Enrich data analytics and interactive dashboard reporting to provide data metrics for data transparencies, as well as providing operational efficiency measures for internal and external users.

- g. Enrich user experience through the application of machine learning and artificial intelligence technologies, including chatbot and omnichannel.
  - h. Use Artificial Intelligence natural language Interactive Voice Response design, call flow, and efficiencies to produce positive service experience for customers.
  - i. Be compatible with the System, applications, interfaces, other systems that exchange data with the Reemployment Assistance Program, and the Modernization Projects.
  - j. Identify the technical functional and nonfunctional requirements and specifications for the Modernization Projects.
  - k. Define System standards to be implemented for identified screens.
  - l. Adhere to the requirements listed in sections 2.8 and 2.9, as applicable.
  - m. Incorporate national best practices that have been successful in other state Unemployment Compensation programs and other large, multi-component system integration projects, as applicable.
  - n. Comply with the data privacy and cyber security requirements listed in section 1.6.
  - o. Comply with the requirements outlined in 29 C.F.R. Part 38 regarding accessibility requirements for individuals with limited English proficiency and individuals with disabilities. The Reemployment Assistance Program must be available in English, Spanish, and Haitian Creole.
  - p. Develop To-Be Technical Requirements for all hardware and software for the System, Modernization Projects, applications, interfaces, and other systems that exchange data with the Reemployment Assistance Program in a sufficient level of detail to ensure successful implementation.
  - q. Be well-defined, understood, and that all documented To-Be Technical Requirements are correct, unambiguous, consistent, and verifiable (testable).
2. Contractor shall develop To-Be Technical Requirements that will support a new To-Be model for reusability. To-Be Technical Requirements include existing As-Is Technical Requirements, reengineered As-Is Technical Requirements, technical requirements for the Modernization Projects, and any new technical functional and non-functional requirements required for continuous modernization of the System and the Reemployment Assistance Program. Contractor shall:
- a. Review the System's existing As-Is technical functional and non-function requirements and specifications.

- b. Propose options and recommendations for To-Be Technical Requirements. Where applicable, activities/Modernization Projects targeted by DEO for prioritization must be prioritized by Contractor, in the specific order identified by DEO, if applicable, without regard to the current restraints and limitations of DEO. The To-Be Technical Requirements must meet the goals and objectives of the Reemployment Assistance Modernization Program. Contractor shall also consider all customers, including but not limited to claimants, DEO employees, legislative staff, USDOL, employers, TPAs, DOR, vendors for the Modernization Projects, and external regulatory authorities.
- c. Conduct on-site working sessions with subject matter experts, as identified by DEO, to discuss and evaluate the To-Be Technical Requirements. Working sessions for any activities/Modernization Projects targeted for prioritization must be prioritized in the order listed by DEO, if applicable, above all requirements. For the on-site working sessions, Contractor must:
  - i. Identify and schedule facilitated requirements workshops on-site at DEO.
  - ii. Facilitate workshops with DEO subject matter experts, and any other entities, identified by DEO and document results.
  - iii. Schedule workshops in a manner that ensures subject matter expert attendance.
  - iv. Ensure the workshops are well organized and address To-Be Technical Requirements that invited subject matter experts can evaluate.
  - v. Ensure the workshops are led on-site by a seasoned facilitator.
  - vi. Seek and document input and feedback from DEO staff regarding recommendations on To-Be Technical Requirements.
  - vii. Follow-up on any open action items.
- d. Develop and provide DEO with a quantitative analysis of potential benefits from re-engineered technical functional and non-functional requirements and specifications including but not limited to:
  - i. Documentation of projects and cost savings;
  - ii. Staff time saving;
  - iii. Increased customer support benefits; and
  - iv. Intangible benefits as noted by Contractor and DEO.
- e. Prioritize, develop, and provide DEO with a To-Be Report for all To-Be Technical Requirements, which details the gap between the current As-Is and redesigned To-Be Technical Requirements for the System. Where applicable, activities/Modernization Projects targeted by DEO for prioritization must be prioritized by Contractor, in the specific order identified by DEO, if applicable, in the To-Be Report. DEO reserves the right to request separate To-Be Reports for prioritized activities/Modernization Projects, where applicable. Each To-Be Report must:

- i. Include the detailed To-Be Technical Requirements to bridge the technology gap, including assessing the risk and scope of To-Be changes and prioritizing to define the implementation and integration sequence;
  - ii. Include System redesign impacts on DEO staff roles, resource levels, organizational structures, and policies;
  - iii. Include DEO staff's recommendations on To-Be Technical Requirements as discussed in the working sessions;
  - iv. Provide an updated set of technical functional and non-functional requirements based on the To-Be requirements for the System and Modernization Projects;
  - v. Provide DEO staff with the ability to understand System behaviors, workflows, and integration architectures, and must address all System components including but not limited to software, hardware, operating environment, and infrastructure;
  - vi. Incorporate national best practices that have been successful in other state Unemployment Compensation programs and other large, multi-component systems, as applicable;
  - vii. Include the analysis of potential benefits from re-engineered technical requirements pursuant to section 2.4.B.iii; and
  - viii. Be maintained in ServiceNow or another software tool and version approved by DEO.
  
- f. Develop and provide DEO with a Final To-Be Report, which details the gap between the current As-Is Technical Requirements and To-Be Technical Requirements. The Final To-Be Report must:
  - i. Include the detailed technical functional and non-functional requirements to bridge the gap in System current and future conditions and the Modernization Projects;
  - ii. Include technical redesign impacts on DEO staff roles, resource levels, organizational structures, and policies;
  - iii. Provide an updated set of technical functional and non-functional requirements based on the To-Be Technical Requirements for the System and Modernization Projects;
  - iv. Include DEO staff's recommendations on To-Be Technical Requirements as discussed in the working sessions;
  - v. Incorporate national best practices that have been successful in other state Unemployment Compensation programs and other large, multi-component systems, as applicable;
  - vi. Provide DEO staff with the ability to understand System behaviors, workflows, and integration architectures, and must address all System and Modernization Project(s) components including but not limited to software, hardware, operating environment, and infrastructure;
  - vii. Include the analysis of potential benefits from re-engineered technical requirements pursuant to section 2.4.B.iii; and
  - viii. Be maintained in ServiceNow or another software tool and version approved by DEO.

3. Documented To-Be Technical Requirements must be maintained in ServiceNow or another software tool and version approved by DEO.

### **2.3 Task 3: Develop Design Documentation for the System**

1. Contractor shall be responsible for defining and documenting the technical functional and non-functional design specifications to provide a holistic view of the To-Be System. Documentation must provide DEO business and technical staff with the ability to understand System behaviors, workflows, integration architectures, and must address all System and Modernization Project(s) components including but not limited to software, hardware, operating environment, and infrastructure.
2. Contractor shall create a holistic System design document. The System design document must:
  - a. Map requirements baseline for the To-Be System, including the specific configurable mechanism(s) utilized or to-be utilized, and specify if each requirement is a core System capability, a simple configurable option, a complex configurable option, or requires custom development.
  - b. Specify how the current System will be changed with new solutions that provide existing functionality plus new requirements.
  - c. Include a mapping of requirements.
  - d. Include logical, technical-level architecture documentation.
  - e. Specify all software and hardware and include versions, specifications, and interoperability with other software and hardware products.
  - f. Specify the future cloud-based operating environment required to support the System.
  - g. Include use cases that address the requirements for the System and Modernization Projects.
  - h. Detail the integration platform to be supplied, including all configurable items.
  - i. Design and specify all software and hardware required to support the System, including all software and hardware used and/or required for the Reemployment Assistance Modernization Program and the Modernization Projects.
3. System design artifacts must provide functional details of the complete System, enabling DEO business and technical teams to understand base System capabilities and define/approve recommended configurations and/or customizations. Thus, base product functional and technical design specifications must define all component-level behavior as well as support full understanding of integrated users and data workflows.

### **2.4 Task 4: Infrastructure Performance Requirements**

1. Contractor shall develop performance requirements to ensure the network and System infrastructure is reliable, secure, and scalable to meet or exceed DEO's expected demands for the To-Be System. Contractor shall provide recommendations that consider and incorporate, as applicable, USDOL's Information Technology

([https://wdr.doleta.gov/directives/attach/UIPL/UIPL\\_11-18\\_Change\\_1.pdf?edLDF=false](https://wdr.doleta.gov/directives/attach/UIPL/UIPL_11-18_Change_1.pdf?edLDF=false)), Chapter 60GG, F.A.C., Florida Cybersecurity Standards, and other relevant and applicable standards and requirements. The goal is to identify infrastructure shortcomings early, so the shortcomings can be remediated prior to go-live of any System enhancements. The performance requirements must also define and include the following:

- a. Availability
  - b. Reliability
  - c. Performance
  - d. Response times
  - e. Security
  - f. Scalability
  - g. Usability
  - h. Logging and nonrepudiation
2. The performance requirements must ensure the To-Be System can handle high-volume traffic from the following users:
    - a. Reemployment Assistance claimants, employers, and TPAs.
    - b. DEO staff located at:
      - i. DEO headquarters;
      - ii. DEO satellite offices; and
      - iii. Remote locations.
    - c. Florida Department of Revenue.
    - d. Local Workforce Development Boards.
    - e. ICON.
    - f. SSA.
    - g. SIDES.
    - h. Other states.
  3. Contractor shall ensure each Modernization Project meets or exceed the documented performance requirements prior to integration and post integration.

## **2.5 Task 5: Training and Requirements Management Plan**

1. Contractor shall perform activities necessary for knowledge transfer so that DEO is self-sufficient in order to update and maintain System technical functional and non-functional requirements documentation.
2. Contractor shall create manuals, guides, and desk aides that provide DEO staff with the information necessary to properly document, update, and maintain technical functional and non-functional requirements and artifacts according to industry standards.

3. Contractor shall develop a Requirements Management Plan. The Requirements Management Plan must:
  - a. Provide a process that documents approaches, technical functional and non-functional requirements, and artifacts for the Modernization Projects, and any future changes to requirements.
  - b. Provide instructions to DEO staff on how to document, update, and maintain As-Is and any future To-Be artifacts and technical functional and non-functional requirements.
  - c. Support clear technical requirements traceability and technical functional and non-functional requirements verification.
  - d. Support changes to technical functional and non-functional requirements as they are identified.

Ensure that no changes are made to technical requirements without performing a risk analysis, re-estimating impacts to cost and schedule, and validation amongst the stakeholders.

Ensure technical functional and non-functional requirements and artifacts are properly documented, updated, and maintained according to industry standards.
  - e. Be maintained in ServiceNow or another software tool and version approved by DEO.

## **2.6 Task 6: Identify, Review, and Define Architectural Standards for System Modernization**

1. Contractor shall assist DEO with identifying and recommending software and hardware solutions for System modernization and provide support and services for DEO and any other vendors for the Modernization Projects in connecting, communicating, and integrating with the System and applications, interfaces, and other systems that exchange information with the Reemployment Assistance Program. Contractor shall:
  - a. Identify software and hardware solutions that provide multidisciplinary services.
  - b. Identify cloud agnostic software and hardware solutions and all technology must be able to deploy in the Microsoft Azure Government Cloud.
  - c. Work with DEO's SPO to ensure the proposed software and hardware solutions and technology recommendations align with DEO's Modernization Program schedule and budget.
  - d. Propose and recommend hardware and software solutions and technology solutions using Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis frameworks, or similar framework analysis, to recommend architecture building blocks for System modernization.
2. Contractor shall identify, analyze, catalog, and define the architectural and technological requirements for the CX/UX Mobile-Responsive Software Transformation, rules engine, SOA and API layer, and master data management and interoperability projects. The architectural and technological requirements must:

- a. Be in accordance with the System's documented As-Is and To-Be Technical Requirements;
- b. Be agnostic to any specific vendor and minimize vendor dependency and promote and enable DEO to have independence in using, maintaining, modernizing, and enhancing the System;
- c. Require minimal customization;
- d. Leverage exportable code products and methods where appropriate to reduce risks and lower both short-term and long-term costs;
- e. Leverage API-based solutions to promote efficient integration and to reduce risk and lower both short- and long-term costs;
- f. Create sustainable and extensible solutions that promote reusability, product innovation, and scalability by using innovative concepts and that are suitable to a state government setting with funding constraints;
- g. Follow an industry accepted software engineering methodology, or a hybrid methodology based on industry accepted methodologies and proven best practices, from requirements gathering through deployment to production and during warranty periods;
- h. Be compliant with the State's Enterprise Architecture;
- i. Deliver processing accuracy;
- j. Support high-speed processing at very large-scale volumes, as needed;
- k. Enable efficient module and external system integration and processing;
- l. Simplify configuration, policy, process, maintenance, and testing;
- m. Support services versioning, reuse, and rapid deployment;
- n. Protect and secure Reemployment Assistance Program data and assets;
- o. Update data across all components of the System simultaneously and provide data flows across the components of the Modernization Projects and the System;
- p. Integrate workflow for assigning, managing, monitoring, and approving work;
- q. Integrate and interface with other systems and applications including but not limited to:
  - i. SSA
  - ii. NDNH
  - iii. EmployFlorida Marketplace
  - iv. Reemployment Assistance Help Center
  - v. IVR
  - vi. ICON
  - vii. SUNTAX
  - viii. SIDES
- r. Automate data population and cascade data between input screens to improve productivity and reduce data entry errors, according to the Reemployment Assistance Program and coordinated System changes;
- s. Improve secure electronic communication within DEO as well as among DEO's customers and approved third parties;
- t. Provide timely access to information necessary for performance measurement and quality management;
- u. Provide immediate access to data for accurate reporting and customizable dashboards to support decision-making;



- Provide a unified case management system, with workflow that interfaces with or is integrated with the existing System, to streamline all Reemployment Assistance claim information and claimant and employer data;
- v. Provide a scalable platform with a flexible architecture based on common technical standards to support process improvements and system integration requirements;
- w. Meet Florida state and federal requirements and can easily adapt to future changes;
- x. Enable internal and external communications with modern features (e.g., personalized broadcasts and mass mailings);
- y. Leverage one or more industry standard architecture framework(s) (e.g., The Open Group Architecture Framework (TOGAF), Zachmann, National Institute of Standards and Technology (NIST), etc.) for the target architecture needed the Reemployment Assistance Modernization Program;
- z. Can be owned, maintained, and enhanced easily by the state;  
Maintain a record/audit trail of changes and errors during update processes and accounting for originating source and user;
- aa. Be capable of rapidly deploying applications, integrate legacy applications, and share data across multiple enterprise components;
- bb. Support connections between systems which enable transformed business process orchestrations across Modernization Projects' components to verify efficiency with limited technical changes;
- cc. Provide effective integration of solutions that can be configured quickly to provide faster delivery of new functionality;
- dd. Support functionality to interface with multiple entities inside and outside of DEO systems for exchange of information;
- ee. Ensure information in transit between entities is secure as required by Federal and State laws; and
- ff. Be compliant with the Data Privacy and Cyber Security Requirements outlined in section 1.6.

## **2.7 Task 7: Integration Services**

1. Contractor shall confirm interoperability of the System and each Modernization Project with the integration platform and the cloud provider. Contractor shall:
  - a. Review the proposed technical stack from each Modernization Project vendor and suggest improvements or accept as is for each Modernization Project.
2. Contractor shall define optimal performance benchmarks by which technology integration for the Modernization Projects will be measured and accepted. Contractor shall define and document phase gates in accordance with Chapter 60GG-1, F.A.C., for the technology integration of each technology component in the Reemployment Assistance Modernization Program.
  - a. Contractor shall define architecture and technical standards, such as TOGAF, Zachman, and NIST, for the target architecture for the Reemployment Assistance Modernization Program.

3. Contractor shall review the architecture and technical standards and govern the integration of technology components throughout the life cycle of the Reemployment Assistance Modernization Program.
4. Contractor shall document and define the architecture change control and approval processes.
  - a. Contractor shall review any technical change requests proposed by vendors for the Modernization Projects and DEO staff. Contractor may approve the change upon verification and validation that the proposed change meets the applicable architecture and technical standards.
  - b. Contractor shall consult with DEO management and must receive DEO management's approval prior to approving any change requests.
5. Contractor shall oversee and monitor the integration of the Modernization Projects.
  - a. Oversight and monitoring of integration services for the Modernization Projects shall include:
    - i. Managing, coordinating, and supporting the Modernization Project vendors with integrating the Modernization Projects.
    - ii. Resolving issues that arise with Modernization Project vendors regarding integration services and integrating the Modernization Projects.
    - iii. Ensuring each Modernization Project vendor performs the following tests, and submits the testing results to Contractor, to ensure proper integration for each Modernization Project:
      - 1) System Testing: The process of demonstrating a program, function, or integrated system components meet its requirements and objectives.
      - 2) Regression Testing: Testing of a previously tested function following modifications to verify defects have not been introduced or uncovered from changes made. It is performed each time the software or its environment is changed and involves automated testing scripts.
      - 3) User Acceptance Testing: Testing conducted to determine whether a system satisfies the defined user acceptance criteria in an isolated environment.
        - a) Contractor shall submit the testing results for each Modernization Project to DEO for review and approval.
    - iv. Ensuring each Modernization Project is successfully integrated.
    - v. Ensuring each Modernization Project is properly tested in accordance with this Contract and the requirements and specifications of the Modernization Project itself, and the Modernization Project passes testing requirements prior to integration.
    - vi. Ensuring that all implementation partners are following defined implementation standards as defined by DEO while implementing each Modernization Project.
    - vii. Ensuring Modernization Projects are being built using appropriate interoperability standards.

- viii. Reviewing and comparing the implementation plans for each Modernization Project against the proposed architecture and recommend necessary corrective measures upon any deviation against the implementation plan(s).
    - ix. Providing oversight of the integration implementation and phase gates for each Modernization Project.
    - x. Ensuring all Modernization Projects meet the Data Privacy and Security compliance requirements outlined in section 1.6.
  - b. Contractor shall develop a technical roadmap that defines the sequencing and transition plans for the integration of the Modernization Projects.
  - c. Contractor shall conduct bi-weekly architectural reviews with Modernization Project vendors, and other implementation partners as identified by DEO, during the design and development of each Modernization Project. Contractor shall provide DEO with status reports that summarize the bi-weekly architectural reviews and the meeting minutes from the bi-weekly meetings.
  - d. Contractor shall be responsible for mitigating all risks related to technology integration for the projects for the Reemployment Assistance Modernization Program.
6. Contractor shall conduct integration testing for each Modernization Project to ensure each Modernization Project is integrated successfully with the System, applications, interfaces, and other systems that exchange information with the Reemployment Assistance Program. Contractor shall:
- a. Conduct and report to DEO the component and product testing, complete testing sequences, and dynamic analysis which verify the execution of the implementation of testing sequences and transition coverage for each Modernization Project;
  - b. Perform testing for each Modernization Project and present the results to DEO for each of the following test levels: System Test Results, Integration Test Results, Regression Test Results, Performance Test Results, and User Test Results;
  - c. Perform the following tests to ensure proper integration for each Modernization Project:
    - i. Integration Testing: End-to-end testing performed to expose defects in the interfaces and in the interactions between integrated module components or other systems and validate the system's readiness to meet non-functional requirements.
    - ii. Performance Testing: Verifies the performance of a system will meet Performance Standards and measures the behavior of the system with increasing load (e.g., number of parallel users and/or numbers of transactions to determine what load can be handled by the system).
  - d. Design and document detailed test cases for each sub-phase of testing. The test cases shall include identifications, detailed steps, expected results, and actual results;
  - e. Conduct performance testing of end-to end business processes within the SOA and API layer solution during the initial build and after implementation of each Modernization Project;

- f. Plan and execute testing for all inbound and outbound interfaces to verify accurate and secure data transmission;
  - g. Coordinate with users, Modernization Project vendors, and external agencies and partners identified by DEO in advance to test all inbound and outbound interfaces;
  - h. Establish and maintain User Acceptance Testing (UAT) environments and support UAT for DEO to conduct continuous UAT testing in dedicated environments. Contractor shall assist DEO to develop UAT test cases, provide test data, refresh test data on an agreed-upon schedule with complete data and files, execute processes, and migrate releases or code fixes as requested on an agreed-upon schedule;
  - i. Provide DEO with access to the test cases, test results, and defect tracking tools which Contractor developed or used for testing the solution(s) for each Modernization Project;
  - j. Submit to DEO for approval all test results for each test sub-phase for each Modernization Project which include: number of test scenarios, cases, and scripts executed; pass/fail ratio; number of defects identified and corrected along with their severity ranking.
  - k. Track and report all defects during testing and resolve the defect(s) as agreed by Contractor and the vendor providing the solution and/or services for each Modernization Project.
7. Contractor shall ensure all applications, systems, interfaces, and Modernization Projects, as applicable, are integrated with the System. For each Modernization Project, Contractor shall:
- a. Produce and deliver to DEO a Production Readiness Review Checklist which examines the actual solution characteristics and the procedures of the product's operation to confirm all hardware, software, resources, procedures, and user documentation accurately reflect the updated production system.
  - b. Conduct an Operational Readiness Walkthrough with DEO to validate the operational readiness of the Contractor and the solution.
  - c. Provide to DEO Production Readiness test results demonstrating the solution meets all performance standards for system performance and integration.
  - d. Monitor and correct any deficiencies during the initial integration of the Modernization Project to verify there are no immediate or ongoing adverse effects on the System according to the performance expectations identified by Contractor and DEO.
  - e. Demonstrate and report to DEO the System infrastructure (hardware, software, and interfaces) is operational and meets Federal and DEO architectural, technical, security, and privacy requirements as well as the documented and approved business and technical functional and non-functional requirements.
  - f. Ensure compliance with the Data Privacy and Cyber Security Requirements outlined in section 1.6.
8. Contractor shall manage and assume responsibility for all integration performed for each Modernization Project and the Reemployment Assistance Modernization Program.

- a. Contractor shall create and manage a risk register to identify and document potential risks in the Project. All identified risks must be submitted to the Risk Register within 24 hours of identification.
- b. Contractor shall manage risks that arise when schedule or technical issues in a Modernization Project affects other Modernization Projects. Contractor shall identify and document the technology risk(s) in the risk register and provide DEO with recommendations of mitigation strategies that resolve the risk(s). Contractor will escalate these risks to DEO's SPO, as needed.
- c. Contractor shall mitigate risks by ensuring that:
  - i. Modernization Project vendors work together and that conflicts are identified and resolved in a timely and technically sound manner;
  - ii. System designs account for technical requirements of multiple interfaces and all interface requirements are adequately tested;
  - iii. There are no orphaned functions;
  - iv. The solution(s) provide transactions that are accurate and seamless as the solution(s) transverse multiple Modernization Projects, systems, applications, and interfaces;
  - v. Open Automated Programming Interfaces (APIs) are utilized; and
  - vi. Modernization Projects remain loosely coupled.
- d. Contractor shall resolve any technology implementation conflicts between implementation partners, including DEO and Modernization Project vendors.
- e. Contractor shall conduct weekly architecture review meetings with all the implementation partners, including Modernization Project vendors.
- f. Contractor shall document and work with implementation partners, including Modernization Project vendors, to resolve all issues related to System integration.

## **2.8 Task 8: Assist with Technology Selection and Procurement**

- 1. Contractor shall provide DEO with recommendations for the technology selection(s) for all procurements regarding the modernization of the System, as requested by DEO. If requested, Contractor shall:
  - a. Provide a minimum of three (3) technology recommendations for the software and hardware to be procured. Each recommendation must provide, at a minimum, the general cost and pros and cons of each technology selection. Each recommendation must provide sufficient information and market research to enable DEO to make an informed decision.
  - b. Contractor must disclose to DEO if Contractor has an inherent or apparent conflict of interest in any technology selections and the nature of that conflict. Technology selection recommendations in which Contractor has a conflict of interest will not be counted towards the required three (3) recommendations.
  - c. DEO has the ultimate and final authority to decide which technology recommendation to proceed with.
- 2. Contractor shall provide DEO with recommendations for the technology selection(s) for the CX/UX, SOA/API layer, rules engine, and master data management projects in accordance with the architectural standards identified in section 2.6. DEO intends to

leverage these products and services in a way that optimizes Reemployment Assistance functionalities and capabilities.

- a. Contractor shall provide a minimum of three (3) technology recommendations for the software and hardware for the CX/UX, SOA/API layer, rules engine, and master data management projects. Each recommendation must provide, at a minimum, the general cost and pros and cons of each technology selection. Each recommendation must provide sufficient information and market research to enable DEO to make an informed decision.
  - b. Contractor must disclose to DEO if Contractor has an inherent or apparent conflict of interest in any technology selections and the nature of that conflict. Technology selection recommendations in which Contractor has a conflict of interest will not be counted towards the required three (3) recommendations.
    - a. DEO has the ultimate and final authority to decide with which technology recommendation to proceed.
3. Contractor shall assist DEO with drafting the scope of work and deliverables for the procurements regarding the modernization of the System, as requested by DEO.
  - a. The scopes of work and deliverables must be based on the requirements of this Contract and must be written to ensure that Contractor has no inherent or apparent conflict of interest.
  - b. DEO has the ultimate and final authority as to what information is contained in each procurement document.
4. Contractor shall assist DEO with drafting the scope of work and deliverables for the procurements for the CX/UX, SOA/API layer, rules engine, and master data management projects. The scopes of work and deliverables must be based on the requirements of this Contract and must be written to ensure that Contractor has no inherent or apparent conflict of interest. DEO has the ultimate and final authority as to what information is contained in each procurement document.
5. Contractor shall assist DEO in evaluating vendor responses for all procurements regarding the modernization of the System, as requested by DEO.
  - a. Contractor shall verify that each vendor's response meets the architectural standards for System modernization in accordance with this Contract and applicable procurement(s).
  - b. DEO has the ultimate and final authority to decide which vendor to proceed with an award for each procurement. Contractor must disclose to DEO if they have an inherent or apparent conflict of interest with any vendor or vendor response and the nature of that conflict.
6. Contractor shall assist DEO in evaluating vendor responses for the CX/UX, SOA/API layer, rules engine, and master data management procurements.

- a. Contractor shall verify that each vendor's response meets the architectural standards for System modernization in accordance with this Contract and applicable procurement(s).
- b. DEO has the ultimate and final authority to decide which vendor to proceed with an award for each procurement. Contractor must disclose to DEO if they have an inherent or apparent conflict of interest with any vendor or vendor response and the nature of that conflict.

## **2.9 Task 9: Project Closure**

1. Both DEO and Contractor agree that upon any termination or expiration of this Contract, a seamless and transparent transfer is in the best interest of DEO and its stakeholders. DEO and Contractor therefore agree to develop and implement a reasonable transition plan (the "Transition Plan") designed to achieve an efficient transfer of responsibility to DEO and/or another contractor, in a timely manner, and to cooperate fully throughout the post-termination/expiration period until such transition is complete. DEO requires that Contractor work in conjunction with DEO and any subsequent contractor to ensure a smooth transition at the termination or expiration of any contract resulting from this RFQ.
2. Contractor shall cooperate with DEO to assist with the orderly transfer of the services, functions, and operation provided by Contractor hereunder to DEO and/or another contractor, as determined by DEO. Contractor personnel critical to the transfer efforts will be identified by the parties. Contractor will ensure the cooperation of its key employees during the transfer process. Contractor shall:
  - a. Fully cooperate with DEO and any subsequent contractor;
  - b. Provide a written plan that details disposition of DEO data, if applicable, and hand-off of services;
  - c. Agree to transfer the data in its custody to DEO and/or any subsequent contractor, if applicable and only at the direction of DEO, via secured means approved by DEO;
  - d. Confirm that any electronic copies of DEO proprietary information stored on Contractor equipment was transferred back to DEO before being deleted;
  - e. Identify any DEO proprietary documentation and return it to DEO. Any electronic copies of DEO proprietary information stored on Contractor's equipment must be transferred back to DEO before being deleted. The format and the medium of transfer will be at the discretion of DEO.
3. DEO and Contractor must develop a Transition Plan for the orderly, effective transition of data and operations at the termination or expiration of this Contract. The Transition Plan must:
  - a. Specify the tasks to be performed by the parties, the schedule for the performance of such tasks, and the respective responsibilities of the parties associated with the tasks.
  - b. Include a seamless and transparent transition of data and operations will occur to a subsequent contractor(s);

- c. Be completed at a date agreed upon by DEO and the Contractor, but not later than six (6) months from the award of the Contract.
- d. Include, at a minimum, the procedures and schedule under which:
  - i. Contractor and DEO will meet to review the status of Transition Plan activities and to resolve any issues;
  - ii. Outside vendors will be notified of procedures to be followed during the transition;
  - iii. All DEO data and information, documents, mail, instruments, and other relevant information are transferred to DEO, via secured means;
  - iv. Financial reconciliation of all funds;
  - v. Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken; and
  - vi. Final approval of the Transition Plan resides with DEO.

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

<b>Deliverable 1 – Project Kick-Off Meeting</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall host a Project kick-off meeting in accordance with section 2.1.1.	At a minimum, Contractor must conduct a kick-off meeting in accordance with section 2.1.1, and as evidence provide DEO with the agenda, presentation materials, and meeting minutes as approved by DEO within 10 calendar days of Contract execution.  Completion of this deliverable is based on review and approval by DEO.	Failure to conduct the kick-off meeting and provide the agenda, presentation materials, and meeting minutes as approved by DEO within 10 calendar days of Contract execution shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 2 – Project Management Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall draft and submit a Project Management Plan in accordance with section 2.1.2.	At a minimum, Contractor must submit to DEO a Project Management Plan in accordance with section 2.1.2 within 15 calendar days following Contract execution.  Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Project Management Plan as specified in section 2.1.2 within 15 calendar days of Contract execution shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 3 – Staffing Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall draft and submit a staffing plan in accordance with section 2.1.3.	At a minimum, Contractor shall submit a Staffing Plan in accordance with section 2.1.3 to DEO within 15 calendar days following Contract execution.  Completion of this deliverable is based on review and approval by DEO.	Failure to provide a Staffing Plan as specified in section 2.1.3 within 15 calendar days of Contract execution shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 4 – To-Be Technical Requirements</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall create and document the To-Be Technical Requirements necessary for the	At a minimum, Contractor shall document the To-Be Technical Requirements in accordance with	Failure to submit the To-Be Technical Requirements as specified in section 2.2 by the

modernization efforts of the System, including the As-Is and To-Be Technical Requirements for the Modernization Projects in accordance with section 2.2.	<p>section 2.2 and submit the To-Be Technical Requirements to DEO pursuant to the due date(s) specified in the approved Project Plan.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	due date(s) specified in the approved Project Plan shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 5 – To-Be Technical Requirements Working Sessions</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall conduct on-site working sessions with subject matter experts, as identified by DEO, to discuss and evaluate the To-Be Technical Requirements in accordance with section 2.2.2.c.	<p>At a minimum, Contractor shall conduct working sessions with DEO subject matter experts to discuss and evaluate To-Be Technical Requirements in accordance with section 2.2.2.c. The working sessions shall be conducted in accordance with the timeline specified in the approved Project Plan.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to conduct the To-Be working sessions in accordance with section 2.2.2.c by the due date(s) specified in the approved Project Plan shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 6 – Final To-Be Technical Requirements Report</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop and provide DEO with a Final To-Be Report, which details the gap between the current As-Is Technical Requirements and To-Be Technical Requirements in accordance with section 2.2.2.f.	<p>At a minimum, Contractor shall prepare and submit a Final To-Be Report to DEO in accordance with section 2.2.2.f and the due date specified in the approved Project Plan.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to submit the Final To-Be Report in accordance with section 2.2.2.f by the due date specified in the approved Project Plan shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 7 – Design Documentation</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall define and document the technical functional and non-functional design specifications to provide a holistic view of the As-Is and To-Be System in accordance with section 2.3.	At a minimum, Contractor shall prepare and submit a System Design Document to DEO in accordance with section 2.3 and the due date specified in the approved Project Plan.	Failure to submit the System Design Document in accordance with section 2.3 by the due date specified in the approved Project Plan shall result in a penalty of \$500 per day for every business day beyond the due date. Such

	Completion of this deliverable is based on review and approval by DEO.	reduction shall be made from the deliverable payment.
<b>Deliverable 8 – Infrastructure Performance Requirements</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop infrastructure performance requirements to ensure the network and System infrastructure is reliable, secure, and scalable to meet or exceed DEO's expected demands for the modernized System and provide an Infrastructure Assessment Report in accordance with section 2.4.	At a minimum, Contractor shall draft and submit the infrastructure performance requirements to DEO in accordance with section 2.4 and the due date specified in the approved Project Plan.  Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Infrastructure performance requirements in accordance with section 2.4 by the due date specified in the approved Project Plan shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 9 – Requirements Management Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop and submit to DEO a Requirements Management Plan in accordance with section 2.5.	At a minimum, Contractor shall submit a Requirements Management Plan to DEO in accordance with section 2.5.3 and the due date specified in the approved Project Plan.  Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Requirements Management Plan in accordance with section 2.5.3 by the due date specified in the approved Project Plan shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 10 – Architectural Standards for Overall System Modernization</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall identify, recommend, and document software and hardware solutions in accordance with sections 2.6.1 and 2.6.2.	At a minimum, Contractor shall, within 60 calendar days of Contract execution, submit to DEO documentation specifying the technology and architecture that will be used to integrate the System in accordance with sections 2.6.1 and 2.6.2. The document shall include but is not limited to: <ul style="list-style-type: none"> <li>• Description (name, description, objectives)</li> <li>• Defined architecture and technical standards</li> <li>• Functional requirements</li> <li>• Dependencies</li> </ul>	Failure to submit and acquire DEO approval of architecture standards, as specified, within 60 calendar days of Contract execution shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

	<ul style="list-style-type: none"> <li>• Architecture Definition Document for each building block</li> <li>• Architecture Requirements Specification</li> <li>• Architecture diagram</li> </ul> <p>Completion of this deliverable is based on review and approval by DEO.</p>	
<b>Deliverable 11 – Performance Benchmarks</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall define optimal performance benchmarks by which technology integration for the Modernization Projects will be measured and accepted in accordance with section 2.7.2.	<p>At a minimum, Contractor shall submit the optimal performance benchmarks for how the technology integration for the Modernization Projects will be measured and accepted and define and document phase gates in accordance with section 2.7.2. The optimal performance benchmarks and phase gates shall be submitted to DEO in accordance with the due date(s) specified in the approved Project Management Plan.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the optimal performance benchmarks, as specified, by the due date specified in the approved Project Plan shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p> <p>Failure to submit the phase gates, as specified, by the due date specified in the approved Project Plan shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 12 – Architecture Change Control and Approval Processes</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall document and define the architecture change control and approval processes in accordance with section 2.7.4.	<p>At a minimum, Contractor shall document and submit to DEO the architecture change control and approval process in accordance with section 2.7.4. The architecture change control and approval process must be submitted to DEO by the due date specified in the approved Project Plan.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the architecture change control and approval process, as specified, by the due date specified in the approved Project Plan shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

<b>Deliverable 13 – Oversight and Monitoring of Modernization Projects</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall oversee and monitor the integration of the Modernization Projects in accordance with section 2.7.5. and 2.7.8.	<p>At a minimum, Contractor shall conduct bi-weekly architectural reviews with Modernization Project vendors during the design and development of each Modernization Project. Contractor shall provide DEO with status reports that summarize the bi-weekly architectural reviews. The bi-weekly reports are due the 15<sup>th</sup> day of each month and the last day of each month during the Contract term.</p> <p>In addition to the status reports, Contractor shall provide DEO with the meeting minutes for each architectural review meeting within 48 hours of when the meeting is held.</p> <p>Contractor shall submit the test results received in accordance with section 2.7.5.a.iii for each Modernization Project to DEO within 72 hours of test completion.</p> <p>Contractor shall also submit any risks to the Risk Register with 24 hours of determination in accordance with section 2.7.8.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide bi-weekly status reports by the due dates specified shall result in a penalty of \$500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p> <p>Failure to provide the architectural review meetings minutes by the due date specified shall result in a penalty of \$500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p> <p>Failure to submit the tests results received in accordance with section 2.7.5.a.iii within 72 hours of test completion shall result in a penalty of \$500 for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p> <p>Failure to update the Risk Register within 24 hours of determination shall result in a penalty of \$500 for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 14 – Integration Testing</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall conduct integration testing for each Modernization Project in accordance with section 2.7.6.	At a minimum, Contractor shall conduct integration testing for each Modernization Project to ensure each Modernization Project is integrated successfully	Failure to conduct integration testing in accordance with section 2.7.6 for any Modernization Project shall result in non-payment for this

	<p>with the System, applications, interfaces, and other systems that exchange information with the Reemployment Assistance Program in accordance with section 2.7.6. As evidence of completion, Contractor shall submit to DEO all test results for each Modernization Project in accordance with section 2.7.6.j within 48 hours of test completion.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>deliverable, and Contractor shall be assessed a financial penalty of 10% of the entire Contract amount for each Modernization Project not tested.</p> <p>Failure to provide DEO with the test results for each Modernization Project within 48 hours of test completion shall result in a penalty of \$500 per business day for every business day beyond the due date.</p>
<b>Deliverable 15 – Integration</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall ensure integration of all Modernization Projects in accordance with section 2.7.7.	<p>At a minimum, Contractor shall successfully integrate all applications, systems, interfaces, and Modernization Projects, as applicable, with the System in accordance with section 2.7.7. As evidence of completion, Contractor shall submit to DEO Production Readiness test results for each Modernization Project in accordance with section 2.7.7.c within 48 hours of test completion.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to successfully integrate in accordance with section 2.7.7 for any Modernization Project shall result in non-payment for this deliverable, and Contractor shall be assessed a financial penalty of 10% of the entire Contract amount for each Modernization Project not successfully integrated.</p> <p>Failure to provide DEO with the test results for each Modernization Project within 48 hours of test completion shall result in a penalty of \$500 per business day for every business day beyond the due date.</p>
<b>Deliverable 16 – Technology Selection</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall provide DEO with recommendations for the technology selection for CX/UX, SOA/API layer, rules engine, and master data management projects in accordance with the architectural standards identified in section 2.8.2.	<p>At a minimum, Contractor shall provide a minimum of three (3) technology recommendations for CX/UX, SOA/API layer, rules engine, and master data management in accordance with section 2.8.2. The recommendations shall be submitted by the due date(s)</p>	<p>Failure to provide a minimum of three technology recommendations in accordance with section 2.8.2 by the due date(s) specified in the approved Project Plan shall result in a penalty of \$500 per business day for every business day beyond the due date.</p>

	<p>specified in the approved Project Plan.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	
<b>Deliverable 17 – Procurement Support</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall draft the scopes of work and deliverables for modernization procurements and assist in evaluating procurement responses in accordance with sections 2.8.4 and 2.8.6.	<p>At a minimum, Contractor shall draft and submit to DEO the scopes of work and deliverables for the procurements for CX/UX, SOA/API layer, rules engine, and master data management projects in accordance with section 2.8.4 and the due date(s) specified in the approved Project Plan. Contractor shall also assist in evaluating procurement responses in accordance with section 2.8.6.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to submit the scopes of work and deliverables for the procurements for CX/UX, SOA/API layer, rules engine, and master data management projects in accordance with section 2.8.4 by the due date(s) specified in the approved Project Plan shall result in a penalty of \$1,000 per business day for every business day beyond the due date.</p> <p>Failure to assist in evaluating procurement responses in accordance with section 2.8.6 shall result in a financial penalty of 5% of the entire Contract amount.</p>
<b>Deliverable 18 – Transition Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall draft a Transition Plan in accordance with section 2.9.3.	<p>At a minimum, Contractor shall draft and submit a Transition Plan in accordance with section 2.9.3 to DEO for review and approval no later than six (6) months following the date of Contract execution.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the Transition Plan by the due date specified shall result in a penalty of \$500 per business day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

### 3.1 Additional Duties

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

#### **4.0 Contractor Responsibilities**

1. Contractor shall cooperate with DEO's SPO and DEO's IV&V contractor to give an accurate, honest reporting of Project status. Contractor shall provide DEO's SPO with a bi-weekly report documenting the status of the Project.
2. Contractor shall be responsible for mitigating all risks related to technology integration for the projects for the Reemployment Assistance Modernization Program.
3. Contractor shall partner with DEO's SPO to manage technology implementation risks throughout the implementation of the Reemployment Assistance Modernization Program.
4. Contractor shall collaborate with DEO and implementation partners throughout the life of the Reemployment Assistance Modernization Program.
5. Contractor shall display excellent communication and presentation skills with high degree of skill in communicating complex concepts and solutions to business and IT leaders.
6. Contractor may be required to reverse engineer the legacy applications to identify the appropriate method of technology integration.
7. Contractor shall adhere to system integration best practices.
8. Contractor shall collaborate with DEO's Architecture team and Information Security and Compliance officer to meet architecture and security and compliance requirements in the implementation of the System.
9. Where applicable, activities/Modernization Projects targeted by DEO for prioritization must be prioritized by Contractor, in the specific order identified by DEO, upon commencement of work. DEO reserves the right to add, delete, or otherwise modify the targeted activities/Modernization Projects for prioritization, in accordance with DEO's SPO and the following change control process:
  - a. Any services, functions, products, and materials that would be reasonably necessary for Contractor to perform its services, as described in this Scope of Work, are not considered new services. If DEO requires Contractor to perform new services DEO determines are (1) materially outside the Scope of Work, or (2) any modification in scope, DEO shall submit a written request to Contractor's Project Manager to furnish a proposal for carrying out the requested change.
  - b. Contractor will examine and identify to DEO the implications of the requested change on the technical specifications, Project schedule, price and method of pricing of the services and shall submit to DEO, without undue delay, a written proposal for carrying out the change.



- c. A written Contract change order shall be prepared and executed by DEO and Contractor prior to initiation of the change by Contractor. The change order shall describe the change and its effects on the services provided by Contractor and any affected components of the Contract.
- d. A Contract change order will be documented as a modification of the Contract.

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

Contractor staff shall render services identified by DEO and shall be paid upon completion of each task if applicable for that deliverable.

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

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

## **6.0 Submission of Responses to RFQ**

1. It is not necessary to prepare responses using elaborate brochures and artwork or other expensive visual presentation aids. Responses must be in accordance with the instructions herein. Responses to this RFQ must be prepared using simple terms and minimal technical or industry specific language. Respondents should not repeat the information provided in the RFQ.
2. Responses must be submitted through eBuy if the Respondent received this RFQ through the General Services Administration or through email if the Respondent is responding through 81141902-21-NASPO-ACS. DEO will award the Contract to the Response that is deemed to be the best overall value to the state.
3. The instructions for this RFQ have been designed to help ensure that all responses are provided to DEO in a similar format. Respondents shall prepare their Response package in the order outlined below with the sections tabbed for ease of identification and review.

## **A. Tab 1 – Executive Overview**

- i. Statement of Identified Need: This section must clearly describe the Respondent's understanding of the scope of the work included in this RFQ, the Respondent's ability to meet the qualifications to provide the required services, evidence that the Respondent is qualified to provide the requested services, and Respondent's understanding of the stipulation that the response is valid for a time period of at least 180 calendar days from the date of submission. This section must also include the following:
  1. A summary of the Respondent's ability to meet the overall requirements in the timeframes established by DEO.
  2. Either state that Respondent accepts all activities and work products or describe any proposed changes. If Respondent proposes changes, the proposed changes must be mapped to the tasks/deliverables, activities, and work products in the RFQ.
  3. Describe the approach Respondent proposes to use to develop the deliverables, including Respondent's understanding of the deliverables and Respondent's plan to achieve success.
  4. A staffing plan identifying the number of staff required to perform the services of Scope of Work and the roles and responsibilities of each staff member included in the staffing plan.

## **B. Tab 2 – Past Performance and Experience**

- i. Company Qualifications
  1. Describe the company's background and experience relevant to Sections 1.0, General Description and Purpose of this Request for Quote (RFQ), Section 1.2, The Federal/State Unemployment Insurance Program, Section 1.3, Florida's Current Reemployment Assistance Claims and Benefits Information System, Section 1.5, Summary of Requested Services, and Section 2.0, Project Scope.
  2. Provide evidence that substantiates the Respondent's company or team within the company has the current capabilities to perform the work outlined in the Scope of Work.
- ii. Resumes and Experience
  1. As part of the Response, the Respondent must submit resumes on the personnel assigned to work on this Contract (including any subcontractors) describing their education, training, quality and depth of experience performing the same or similar projects or work, and office location of the proposed staff. Once accepted by DEO, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of DEO.
  2. The Respondent must specifically provide a description that the company and team have previous experience with large scale

projects with similar scope and services, specifically Unemployment Compensation programs or programs with large, multi-component systems, in the last five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Respondent served under each.

3. The Respondent must provide evidence of the previous experience with projects of a similar scope and service, which includes project plans, reports, and letters describing the work performed and the results of the work.
4. If not already included above, the Respondent should describe the current and relevant knowledge, quality and depth of experience of the partner, manager, lead, or other equivalent position that is responsible for supervising and coordinating staff, as it relates to Unemployment Compensation program rules, laws, and regulations.

#### **C. Tab 3 – Project Planning and Execution**

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

#### **D. Tab 4 – Corporate Background/Financial Condition**

- i. The Respondent must describe its company by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, any changes in ownership in the last three (3) years, any proposed changes in ownership, and copies of the previous three (3) years of financial statements, preferably audited by an independent Certified Public Accountant.
- ii. The response must include a statement of whether, in the last 10 years, the Respondent has filed (or has filed against) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.

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

**E. Tab 5 – Value Added Services – Innovative Ideas**

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

**F. Tab 6 – Cost Page**

- i. The Respondent must propose a fixed rate for each deliverable for each of the tasks identified in the RFQ and proposed Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work. The Respondent shall complete all sections of Attachment A, Cost Page, for each task(s), review for accuracy, and ensure it is signed by an authorized representative.

**7.0 Background Screenings**

DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.

Contractor or Contractor's employees, agents, or subcontractors, who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust

are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this Contract.

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

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

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

## **8.0 Staffing Changes**

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

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

## **9.0 Employment Verification (E-Verify)**

1. Section 448.095, F.S., the State of Florida requires the following:
  - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not

enter into a contract unless each party to the contract registers with and uses the E-Verify system.

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

#### **10.0 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications**

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with DEO if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel. At the time Contractor submits a bid or proposal for this Contract, Contractor must certify that it is not participating in a boycott of Israel. DEO may terminate this Contract at its option if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In addition to the provisions in the preceding paragraph, If the value of this Contract is \$1,000,000 or more, not including renewal years, Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this contract with DEO if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Furthermore, at the time Contractor submits a bid or proposal for such a contract, Contractor must also certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. DEO may terminate this Contract at its option if Contractor is found to have submitted a false certification under this section 2.4, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

#### **10.1 Antitrust Violations**

Pursuant to section 287.137(2)(a), F.S., "a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust

violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

### **11.0 DEO Contract Liaisons**

DEO designates Kelly Hartsfield as its Contract Manager, who can be contacted by telephone at (850) 599-0309 or by email at [Kelly.Hartsfield@deo.myflorida.com](mailto:Kelly.Hartsfield@deo.myflorida.com).

### **12.0 Contract Period**

Services under this Contract shall be in effect for up to two (2) years or 24 months and will require purchase orders as part of the binding agreement between DEO and Contractor. The Contract effective date shall be the Purchase Order start date or the issuance date of the first Purchase Order whichever date is later and shall end on the final Purchase Order end date. This Contract may be renewed at the option of DEO. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

### **13.0 Invoicing Instructions**

In accordance with section 287.058(1)(a), F.S., Contractor will provide DEO’s Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO’s Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>

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

To be payable:

1. Invoices shall contain the Alternate Contract Source number, if applicable, the Purchase Order number, Contractor’s Federal Employer Identification Number, Contractor’s invoice number, and the invoice period.
2. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and the tasks that were provided during the invoice period.
3. Invoices must include appropriate supporting documentation as identified in the deliverables, as well as written notice from DEO reflecting approval over deliverables.

4. Invoices must be accepted and approved by DEO.

Travel expenditures, which are inclusive of travel, lodging and per diem expenses, shall not exceed \$ \_\_\_\_\_.00 and will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Project Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link:

[https://sharepoint.deo.myflorida.com/finan\\_mgt/Manuals/Travel%20Manual%203.05.pdf](https://sharepoint.deo.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf)

The procedures described in the DEO Travel Manual are hereby incorporated by reference. Performance under this Contract shall be done on a deliverable basis, not to exceed the total cost per deliverable and scope variant as specified below:

Deliverable	Total Cost
Deliverable 1 Project Kick-Off Meeting	\$
Deliverable 2 Project Management Plan	\$
Deliverable 3 Staffing Plan	\$
Deliverable 4 To-Be Technical Requirements	\$
Deliverable 5 To-Be Technical Requirements Working Sessions	\$
Deliverable 6 Final To-Be Technical Requirements Report	\$
Deliverable 7 Design Documentation	\$
Deliverable 8 Infrastructure Performance Requirements	\$
Deliverable 9 Requirements Management Plan	\$
Deliverable 10 Architectural Standards for Overall System Modernization	\$
Deliverable 11 Performance Benchmarks	\$
Deliverable 12 Architecture Change Control and Approval Processes	\$
Deliverable 13 Oversight and Monitoring of Modernization Projects	\$
Deliverable 14 Integration Testing	\$
Deliverable 15 Integration	\$
Deliverable 16 Technology Selection	\$
Deliverable 17 Procurement Support	\$
Deliverable 18 Transition Plan	\$

**Total: \$**

The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

#### **14.0 Confidentiality and Safeguarding Information**



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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](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 of this Contract. Upon request from DEO, Contractor shall provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

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

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

Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the

attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Contractor's sole expense.

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

Upon completion of this Contract, Contractor shall transfer to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform work under this Contract. If Contractor transfers all public records to DEO upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

## **15.0 Indemnification**

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an

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

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

## **16.0 Termination**

### **16.1 Termination Due to the Lack of Funds**

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

### **16.2 Termination for Cause**

DEO may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, as determined solely by DEO, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue work on any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract.

### **16.3 Termination for Convenience**

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

## **17.0 Financial Consequences for Non-Performance:**

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

In the event that a deliverable is deemed unsatisfactory by the DEO, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to DEO, within the timeframe established by DEO.

Continued Contractor inability to perform under the conditions of the Contract, via the established Complaint to Vendor process, per Rule 60A-1.006, F.A.C., (PUR 7017 form), may result in default proceedings.

Failure to respond to a DEO request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

#### **17.1 Financial Consequences for Failure to Comply with the Contract Requirements:**

In addition to those remedies outlined in section 3.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Contract, Contractor shall pay to DEO financial consequences for such failures, unless DEO, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of three (3) times the hourly rate(s) of each Contractor employee assigned to the Contract will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the Contract. This amount shall be reflected as a credit on the invoice submitted to DEO. Any sub-tasks, as outlined in sections 2.0 through 2.9 or Contractor Responsibilities, as outlined in section 4.0, not completed or performed shall result in financial consequences in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Contract for each sub-task or Contractor Responsibility not completed or performed, which shall be assessed at the end of the Contract term and deducted from the final invoice. DEO at its sole discretion shall determine when the Contractor is failing to comply and DEO at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

#### **18.0 Exceptions to Application of the Financial Consequences Provision:**

Contractor may be excused for failing to provide qualified staff as required by the terms of this Contract (hereinafter "services") if such failure is beyond the control of Contractor and is approved, in writing, by DEO. Excusals may be approved for such events as, but not limited to:

1. Acts or omissions of DEO, any other State agency, or third parties other than Contractor's subcontractors providing services to or for DEO.
2. Announcement of new legislation affecting services.
3. Federal guidance impacting services.

Contractor shall advise DEO in writing as soon as possible after learning of any circumstance or occurrence which has affected or will affect Contractor's ability to achieve any of the required services. In no event shall notice to DEO be provided more than 72 hours after such circumstance or occurrence. DEO shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable.

## **19.0 Contract Document**

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include the terms and conditions of this solicitation, and any addenda to it, DEO's Vendor Core Contract, Contractor's response, purchase orders issued in accordance with the Contract, GSA Schedule 70 ACS (if applicable), 81141902-21-NASPO-ACS (if applicable), and the contract issued as a result of this RFQ. This Scope of Work will supersede Contractor's response in the event of any conflicting provisions.

DEO reserves the right to make modifications to this Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO reserves the right to issue a purchase order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The purchase order will incorporate, the MyFloridaMarketplace (MFMP) Terms and Conditions, this Scope of Work and any Attachments and Addenda thereto, GSA Schedule 70 ACS (if applicable), 81141902-21-NASPO-ACS (if applicable), and the relevant portions of the Contractor's Response. Any pre-printed purchase order terms and conditions included in the Contractor's forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the purchase order/Contract, the order of precedence for the documents is as follows:

1. DEO Vendor Core Contract
2. Scope of Work including any Attachments and Addenda
3. GSA Schedule 70 ACS (if applicable)
4. 81141902-21-NASPO-ACS (if applicable)
5. Purchase Order
6. MFMP Terms and Conditions
7. Contractor's Response

## **20.0 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.

## **21.0 Non-Disclosure**

Contractor shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO. Contractor shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

**Remainder of Page Intentionally Left Blank**

**ATTACHMENT A  
COST PAGE**

The Respondent must propose a fixed rate for each of the tasks identified in the RFQ and Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work. The Respondent shall complete all sections of the Cost Page for each task/deliverable, review the proposal for accuracy, and ensure it is signed by an authorized representative. This individual must have the authority to bind Respondent. All deliverable fields in the Cost Page, Attachment A, must be completed and no changes can be made to the deliverable titles listed. If any deliverable rates are left blank, the Cost Page will be reviewed based on the deliverables offered. If multiple rates are proposed for the deliverable, or if any changes are made to the deliverable titles listed, the Cost Page will be disqualified.

Deliverable	Total Cost
Deliverable 1 Project Kick-Off Meeting	\$
Deliverable 2 Project Management Plan	\$
Deliverable 3 Staffing Plan	\$
Deliverable 4 To-Be Technical Requirements	\$
Deliverable 5 To-Be Technical Requirements Working Sessions	\$
Deliverable 6 Final To-Be Technical Requirements Report	\$
Deliverable 7 Design Documentation	\$
Deliverable 8 Infrastructure Performance Requirements	\$
Deliverable 9 Requirements Management Plan	\$
Deliverable 10 Architectural Standards for Overall System Modernization	\$
Deliverable 11 Performance Benchmarks	\$
Deliverable 12 Architecture Change Control and Approval Processes	\$
Deliverable 13 Oversight and Monitoring of Modernization Projects	\$
Deliverable 14 Integration Testing	\$
Deliverable 15 Integration	\$
Deliverable 16 Technology Selection	\$
Deliverable 17 Procurement Support	\$
Deliverable 18 Transition Plan	\$

**Total: \$** \_\_\_\_\_

The Respondent must also propose a fixed rate for each renewal year, if the Contract is renewed at DEO's discretion, for each of the tasks identified in the RFQ and Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work.

Deliverable – RENEWAL YEAR 1	Total Cost
Deliverable 1 Project Kick-Off Meeting	\$
Deliverable 2 Project Management Plan	\$
Deliverable 3 Staffing Plan	\$
Deliverable 4 To-Be Technical Requirements	\$
Deliverable 5 To-Be Technical Requirements Working Sessions	\$
Deliverable 6 Final To-Be Technical Requirements Report	\$

Deliverable – RENEWAL YEAR 1	Total Cost
Deliverable 7 Design Documentation	\$
Deliverable 8 Infrastructure Performance Requirements	\$
Deliverable 9 Requirements Management Plan	\$
Deliverable 10 Architectural Standards for Overall System Modernization	\$
Deliverable 11 Performance Benchmarks	\$
Deliverable 12 Architecture Change Control and Approval Processes	\$
Deliverable 13 Oversight and Monitoring of Modernization Projects	\$
Deliverable 14 Integration Testing	\$
Deliverable 15 Integration	\$
Deliverable 16 Technology Selection	\$
Deliverable 17 Procurement Support	\$
Deliverable 18 Transition Plan	\$

**Total: \$** \_\_\_\_\_

Deliverable – RENEWAL YEAR 2	Total Cost
Deliverable 1 Project Kick-Off Meeting	\$
Deliverable 2 Project Management Plan	\$
Deliverable 3 Staffing Plan	\$
Deliverable 4 To-Be Technical Requirements	\$
Deliverable 5 To-Be Technical Requirements Working Sessions	\$
Deliverable 6 Final To-Be Technical Requirements Report	\$
Deliverable 7 Design Documentation	\$
Deliverable 8 Infrastructure Performance Requirements	\$
Deliverable 9 Requirements Management Plan	\$
Deliverable 10 Architectural Standards for Overall System Modernization	\$
Deliverable 11 Performance Benchmarks	\$
Deliverable 12 Architecture Change Control and Approval Processes	\$
Deliverable 13 Oversight and Monitoring of Modernization Projects	\$
Deliverable 14 Integration Testing	\$
Deliverable 15 Integration	\$
Deliverable 16 Technology Selection	\$
Deliverable 17 Procurement Support	\$
Deliverable 18 Transition Plan	\$

**Total: \$** \_\_\_\_\_

Deliverable – RENEWAL YEAR 3	Total Cost
Deliverable 1 Project Kick-Off Meeting	\$
Deliverable 2 Project Management Plan	\$
Deliverable 3 Staffing Plan	\$
Deliverable 4 To-Be Technical Requirements	\$
Deliverable 5 To-Be Technical Requirements Working Sessions	\$
Deliverable 6 Final To-Be Technical Requirements Report	\$
Deliverable 7 Design Documentation	\$
Deliverable 8 Infrastructure Performance Requirements	\$
Deliverable 9 Requirements Management Plan	\$



<b>Deliverable – RENEWAL YEAR 3</b>	<b>Total Cost</b>
Deliverable 10 Architectural Standards for Overall System Modernization	\$
Deliverable 11 Performance Benchmarks	\$
Deliverable 12 Architecture Change Control and Approval Processes	\$
Deliverable 13 Oversight and Monitoring of Modernization Projects	\$
Deliverable 14 Integration Testing	\$
Deliverable 15 Integration	\$
Deliverable 16 Technology Selection	\$
Deliverable 17 Procurement Support	\$
Deliverable 18 Transition Plan	\$

**Total: \$** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative's Signature\***

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

\_\_\_\_\_  
**Date**

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

**Attachment B**

**Value Added Services – Innovative Ideas**

As described in Section 6.3.E., Tab 5, DEO is looking for value added services that may provide additional benefits to DEO. Please describe the service or services in the table below:

<b>Value Added Service</b>	<b>One-Time or Recurring Cost</b>	<b>Cost</b>

**Attachment 1**  
**DEO Vendor Core Contract**

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

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
4. Contractor shall perform all tasks contained in the Scope of Work.
5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal and Extension:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. This Contract may be renewed for a period not to exceed (Insert renewal period here, choose one of the following: one (1) year; two (2) years; three (3) years; the original term of the Contract; or, shall not be renewed). Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(12), F.S.
8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.

9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**B. Governing Laws:**

**1. State of Florida Law:**

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

- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment 2.
- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

**h. Mandatory Disclosure Requirements:**

- (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 thirty-six (36) months from the date of being placed on the convicted vendor list.
- (3) Vendors on Scrutinized Companies Lists:** In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria , or engaged in business operations with the government of Venezuela.

  - (a) Pursuant to section 287.135(5), F.S., 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 ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.
  - (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.

**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 twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of



business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**(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 subagreements.
- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any

lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- (13)** Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14)** Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (15)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16)** Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- (17)** Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

#### **G. Contractor Payments:**

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

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

**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 the 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 have an E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

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

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
  - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses



and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.

3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be

forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.

8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**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(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering procurement 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 thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

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

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

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

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

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

**3. Other Insurance:**

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

**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 subcontractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

**U. 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.

**V. Patents, Copyrights, and Royalties:**

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

**W. Independent Contractor Status:**

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

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.

2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. 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 the Scope of Work.

**C. Termination:**

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

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

**2. Termination for Cause:**

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., 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 twenty-one (21) days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Contractor to judicial review pursuant to section 120.68, F.S. Exhaustion of

administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

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

Unless otherwise specifically enumerated in the Contract, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

**C. 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.

**D. Severability:**

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

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## Attachment 2

### CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

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

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

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

Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

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

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

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

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

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

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections

101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

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

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

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

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

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

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

\_\_\_\_\_  
(Signature and Title of Authorized Representative)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State, ZIP Code)