

## 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 are sometimes 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; State Term Contract Number 80101507-IVV-15-1; Information Technology Independent Verification and Validation; 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.

### **1.0 General Description**

DEO maintains the Reemployment Assistance (RA) Claims and Benefits Information System commonly referred to as “CONNECT,” which shall be referred to herein as the “RA Benefits System.” The RA Benefits System serves as the central repository to track, view, and file RA claims. The RA Benefits System functions as the core benefits administration platform for DEO staff and provides online access for claimants to apply for RA benefits, view and track RA claims, and set up payment information. For employers, the RA Benefits System allows access to inquiries regarding claimants for response and to protest a benefit charge or file an appeal. Additionally, the RA Benefits System allows employers to grant third-party representatives access to perform specific functions.

During the COVID-19 performance period, an unprecedented volume of services and program benefits were provided by DEO’s RA program. Changes were required to stabilize the RA Benefits System and were completed with generally successful results. Urgent issues were largely remediated; however, they consumed valuable time and human resources as the pandemic persisted for many months. The increased workload exposed areas in the RA Benefits System and business processes that could be improved.

While unemployment levels have been trending downward since a peak level in mid-April of 2020, there is still a large backlog of work, new federally required programs to implement, and extensions of existing programs that continue to heavily burden the RA program and the RA Benefits System in particular. The best or most utilitarian solution to accommodate and resolve this large remaining workload is to continue pursuing DEO’s pre-COVID plan toward continuous modernization and progress towards a sustainable, healthy, responsive, and ready RA program with the proper technical enablement and functionality needed to satisfy service level requirements.

In the 2021 Legislative Session, the Florida Legislature appropriated funding for DEO to undertake a sustainable, continuous modernization effort of the RA Benefits System. This effort will include approximately 20 projects expected to be completed within a two-year timeframe. The projects will be governed by DEO.

DEO is seeking to acquire a third-party Independent Verification and Validation (IV&V) services provider to ensure that the projects are executed with minimal cost and schedule variance and to ensure overall value is achieved by the state through these project efforts.

### **1.1 Minimally Required Deliverables/Tasks**

1. Contractor will assist DEO with designing, preparing, and executing an IV&V Management Plan that ensures the RA Benefits System projects, which includes the plans and procurements for the RA Benefits System projects, contain the elements outlined in the value-added domains below and ensure the elements are successfully implemented and monitored for each RA Benefits System project:
  - A. Strategic Design, which includes, but is not limited to:
    - i. Defining problem statements of the RA Benefits System projects.
    - ii. Defining the RA Benefits System projects' goals.
    - iii. Financial impacts of the RA Benefits System projects.
    - iv. Metrics and quantitative measures for success for the RA Benefits System projects.
  - B. Business Domain, which includes, but is not limited to:
    - v. Detailed functional requirements for the RA Benefits System projects.
    - vi. Stakeholder documentation, including, but not limited to, use cases.
    - vii. Service delivery and performance metrics for the RA Benefits System projects.
    - viii. Statutory and administrative compliance for the RA Benefits System projects.
    - ix. Financial details of the RA Benefits System projects.
    - x. Business requirements for the RA Benefits System projects.
  - C. Systems Domain, which includes, but is not limited to:
    - i. Documentation on currently deployed assets impacted by the RA Benefits System projects
    - ii. Identifying available technology options that meet the needs of the RA Benefits System projects.
    - iii. Market analysis on available technology options that meet the requirements of the RA Benefits System projects.
    - iv. Technical architecture designs and standards for the RA Benefits System projects.
    - v. Compliance to architecture designs and standards for the RA Benefits System projects.
    - vi. Exceptions to architecture standards.
  - D. Security Domain, which includes, but is not limited to:
    - i. Compliance with section 282.318, Florida Statutes, and Rule 60-GG, Florida Administrative Code.
    - ii. Backup plans, including, but not limited to, backups that are fully disconnected from production environments.
    - iii. Access requirements.
    - iv. Monitoring protocols.

- E. Data Domain, which includes, but is not limited to:
  - i. Data element inventory(ies).
  - ii. Data dictionary(ies).
  - iii. Interoperability – Key Performance Indicators (KPI) catalogue.
  - iv. Data access plan(s).
  - v. Data management plan(s).
  - vi. Data-sharing agreements.
  
- F. Infrastructure Domain, which includes, but is not limited to:
  - i. Comprehensive infrastructure diagrams for the RA Benefits System projects.
  - ii. Cloud-first exceptions for the RA Benefits System projects.
  - iii. IP address and URL catalogue for the RA Benefits System projects.
  - iv. Disaster Recovery plan.
  
- G. Testing and Documentation Domain, which includes, but is not limited to:
  - i. User-acceptance testing (UAT).
  - ii. Load testing.
  - iii. Penetration testing.
  - iv. User guide.
  - v. Training plan.
  - vi. Test environment (replicates production environment).
  
- 2. The Contractor shall perform ongoing project IV&V monitoring activities and will review and validate issues, deficiencies, and risks identified with the RA Benefits System projects. Project monitoring activities include, but are not limited to:
  - A. Providing an independent, objective, third-party view of project efforts with the intent of protecting the State’s interests.
  
  - B. Providing personnel, processes, approaches and tools to perform IV&V services for Florida information technology projects.
  
  - C. Performing assessments on both project and program management processes and work products.
  
  - D. Providing objective observations and recommendations.
  
  - E. Examining all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures and methodology.
  
  - F. Developing performance metrics that facilitate the tracking of progress/ completion of project tasks and milestones.
  
  - G. Reviewing all project cost and expenditure documentation and making recommendations for efficient use of funds.
  
  - H. Verifying and validating the quality of project work products (deliverables).

- I. Reviewing statements-of-work, solicitations, and contracts to verify alignment between requirements and solicited or contracted terms. Contractor shall review any solicitation, procurement, or contract documents to verify that, at a minimum, the evaluation criteria are clearly articulated and are consistent with project(s) objectives, and that the obligations of DEO, vendors, subcontractors, and stakeholders are clearly defined and aligned to facilitate success. Contractor shall also monitor and verify that the work performed by DEO, vendors, subcontractors, and stakeholders meet the goals, objectives, and deliverables for the RA Benefits System projects.
- J. Providing guidance and training on standards and best practices for project management.
- K. Ensuring project teams follow required standards, including, but not limited to, Administrative Rule, Florida Statutes, and federal requirements.
- L. Assessing and reporting overall project(s) performance, extrapolating future progress and success, and identifying any possible impediments to successful completion.
- M. Providing recommendations to address concerns identified through observations.
- N. Assessing the effectiveness of project(s) communication and DEO involvement and making recommendations on necessary improvements.
- O. Validating identified risks and issues and proposed response(s) and assessing impact to the project(s) progress and/or success.
- P. Identifying risks and assisting the Program and individual projects in the development of mitigation plan to address those identified risks.
- Q. Providing monthly updates to DEO on execution of the detailed IV&V Management plan, including assessing project(s) status(es), project management strengths and deficiencies, schedule effectiveness and earned value measures, and make recommendations for correcting identified variances from best practices.
- R. Ensuring deliverables are simultaneously submitted to the Secretary of DEO, the Executive Office of the Governor's Office of Policy and Budget, the Chair of the Senate Appropriations Committee, the Chair of the House Appropriations Committee, and the Florida Digital Service.

Providing regular status updates to Project leadership and supporting documentation as requested. Contractor shall hold IV&V status meetings with DEO's Project Manager and Project leadership. Contractor shall also hold IV&V status meetings with DEO oversight entities as requested by these entities.

5. Contractor shall notify DEO's Project Manager, Project leadership, and oversight entities immediately in writing when the Contractor determines that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk as defined in the IV&V Management Plan.
3. Contractor must provide Quarterly Project Assessment Reports, including technical reviews of project deliverables submitted or accepted within the reporting period and assessments of DEO's project management and governance.
  - a. Concerns that could put the scope, budget, schedule, and/or viability of the project(s) at risk must be documented within these reports.
  - b. Interim updates as follow-ups to and anticipation of Quarterly Project Assessment Report(s) shall be provided, as necessary and/or requested by DEO.
4. Contractor shall develop and provide DEO with an Initial Project Assessment Report, which shall:
  - a. Evaluate the sufficiency of the project(s) scope and objectives, including, but not limited to, alignment to legislative intent and its impact on DEO processes and services.
  - b. Review the IV&V Management plan and the planned development of the project(s)'s schedules, resources, tasks, structures, processes and procedures to assess the overall adequacy of the project(s)'s planning.
  - c. Assess the adequacy of the project(s)' organizational governance and communication processes.
  - d. Review potential impact of any procurement requirements and deadlines.
5. Contractor shall document lessons learned throughout the project(s) and submit to DEO a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects. Contractor shall also submit a lessons learned report for each phase of the project.
6. Contractor shall develop and submit to DEO and the Florida Digital Service a Phase Gate Assessment report for each phase of the project. Each Phase Gate Assessment report shall include, but is not limited to the following:
  - a. An assessment of the project's status and progress made during the current phase of the project, and plan for the upcoming phase
  - b. An assessment of the project's ability to meet future project milestones and deliverables, and recommendations on project/DEO readiness to proceed to the next phase.

**1.2 Deliverables, Tasks, Minimum Acceptance Criteria, and Financial Consequences**

<b>Deliverable 1 – IV&amp;V Management Plan</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
IV&V Management Plan	<p>Contractor shall provide an IV&amp;V Management Plan that must include, at a minimum, the following:</p> <ol style="list-style-type: none"> <li>1. A detailed description of how the Contractor plans to perform IV&amp;V services covering all of the Domains, activities/tasks, and Deliverables outlined in section 1.1. The description must include methodologies, strategies, standards, templates and approaches employed by the Contractor for executing each of the IV&amp;V activities. The description must include a schedule with deliverable due dates and execution milestones (see section 1.1 and Deliverable 2). The description must be specific to DEO’s project work and not generic in nature.</li> <li>2. An organizational structure which defines DEO roles, IV&amp;V Contractor roles and other partner roles and demonstrates coordination activities among the Contractor, DEO Project Team, Sponsor, stakeholders and oversight entities involved in the project.</li> <li>3. A description of the approach</li> </ol>	<p>Failure to provide the IV&amp;V Management plan, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date. Such reduction shall be made from the deliverable payment.</p>

	<p>for completing deliverables.</p> <p>4. A description of resources assigned to the Contractor activities, tasks and deliverables</p> <p>A description of assessment criteria and the process for modifying assessment criteria</p> <p>Contractor shall submit the IV&amp;V Management Plan within 60 days of the effective date of the Contract.</p>	
<b>Deliverable 2 – IV&amp;V Schedule</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor must develop and submit an IV&amp;V Schedule</p>	<p>The Contractor shall develop and submit to DEO a schedule of IV&amp;V activities, tasks, and deliverables, as specified in section 1.1 above, for the project(s), including the associated due dates for the activities, tasks, and deliverables.</p> <p>Contractor shall submit the IV&amp;V Schedule within 60 days of the effective date of the Contract. This should be submitted simultaneously with the IV&amp;V Management Plan (Deliverable 1).</p>	<p>Failure to provide the IV&amp;V Schedule, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 3 – IV&amp;V Execution and Monthly Reporting Information Technology Independent Verification and Validation</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>IV&amp;V Execution Against the IV&amp;V Management Plan and providing monthly status reports to DEO.</p>	<p>Contractor is expected to execute against the detailed IV&amp;V Management Plan and provide monthly status reports of all activities related to the execution. In each monthly project status report, Contractor must include ongoing system maintenance activities and progress made to date for each project milestone, deliverable and task order;</p>	<p>Failure to provide the reports, as specified, will result in a deduction of \$1,000 per business day of the total deliverable cost beyond the due date for each monthly status report. Such reduction shall be made from the deliverable payment.</p>

	<p>planned and actual completion dates; planned and actual costs incurred; and any current project issues and risks. Contractor shall summarize the results of ongoing project monitoring and provide findings and recommendations for improvement of project management and processes.</p> <p><u>Due Date of Deliverable:</u> The Contractor shall provide a monthly status report by the 8<sup>th</sup> business day of each month. The initial monthly status report is due the first month following IV&amp;V Management Report submission (deliverable 1).</p>	
<b>Deliverable 4 – Final IV&amp;V Assessment Report</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor must develop and submit a final, summarized IV&amp;V assessment report</p>	<p>Contractor shall complete and submit a final IV&amp;V assessment report with documentation summarizing the results and overall project outcomes, including all findings and recommendations during the duration of the project(s), all artifacts related to IV&amp;V monitoring, and a lessons learned report with recommendations for incorporation of best practices into future projects. The report should include a summary of how the project(s) performed against meeting goals, risk assessment outcomes, and all other supporting information.</p> <p>Contractor shall submit the Final IV&amp;V Assessment Report as its final monthly status report to DEO, which is due the 8<sup>th</sup> day of</p>	<p>Failure to provide the Final IV&amp;V Assessment Report, as specified, will result in the withholding of the final deliverable payment until the report is received to the satisfaction of DEO.</p>



	the final month of the Contract.	
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### 1.3 Contractor Responsibilities

Contractor's responsibilities under this Contract include, but are not limited to, the following:

1. Designating an individual to manage any Purchase Order with the State of Florida entered into as a result of this Contract.
2. Performing all activities and tasks identified in the Contract and providing all deliverables in the manner and timeframes described in the Contract.
3. Submitting invoices monthly in a manner prescribed by this Contract.
4. Expeditiously respond to inquiries or requests from DEO.
5. Providing contact telephone numbers during normal business hours and an e-mail address to facilitate communication.
6. Providing presentations and oral reports, attending meetings and events, performing records management and administrative responsibilities related to the Contract, and maintaining open and effective communication with DEO's Project Manager, Project leadership, and oversight entities.

### 1.4 Acceptance Criteria

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

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

DEO anticipates completing its review of deliverables within 14 days after receiving the deliverable. DEO may return a deliverable for modification. The Contractor will have up to 14 calendar days after receiving a request for modification to cure and return the deliverable to DEO. If additional cure and review cycles are needed, the Contractor and DEO will have seven (7) to 10 calendar days to review, request revisions, or make modifications. If either the Contractor or DEO needs additional time to review, modify, or cure the deliverables, the request will be submitted in writing by email to the Contract Manager for consideration. DEO may provide additional acceptance criteria during the contract period to be used for the deliverables. DEO reserves the right to require the Contractor to revise deliverables at no additional cost to DEO. Invoices will not be paid for deliverables that fail to meet specifications until acceptable corrective action has been completed.

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

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

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

At a Minimum, Contractor must have the following experience:

1. Experience providing IV&V services to a public sector entity through the implementation of a large, complex Unemployment Insurance (UI) system or similar information technology project.
2. Demonstrable experience in providing IV&V services covering the domains outlined in section 1.1.
3. Developed and supported validation and verification monitoring processes, tools, templates, and methodologies that establish consistency and produce value in the delivery of IV&V services.
4. Demonstrable experience in conducting IV&V services to provide value-added assessments throughout the lifecycle of a project.
5. Experience with industry standard best practices and methodologies in risk and issue analysis and management.
6. Knowledge of State and Federal laws applicable for the implementation of DEO's modernized RA Benefits System.

Preferred experience of the Contractor includes:

1. Knowledge of UI systems or other comparable benefit systems.
2. Experience providing IV&V services on customer and user experience (CX/UX), cloud transition, and contact centers.

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

Contractor staff shall render services identified by DEO and will be paid upon completion of each deliverable.

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

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, 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.

## **2.1 Background Screenings**

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

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

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

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

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

## **2.2 Key Personnel and Staffing Changes**

The Contractor will not remove any Key Personnel from their assigned roles prior to the initial deliverable due date. The Contractor will also not remove any Key Personnel from their assigned roles without four (4) weeks prior written notification and approval of DEO's Contract Manager. The Contractor is responsible for training any replacement personnel. Replacement personnel for any removed person shall have equal or superior experience and qualifications. DEO reserves the right to require the removal from the project any Contractor personnel found, in the judgment of the project, to be unacceptable. Contractor staff who work on the project must successfully complete DEO's security awareness training. The Contractor's staff assigned to this project shall use information available in any format only for the purpose of carrying out the provisions of the Contract. Information contained in project documents such as deliverables,

drafts, e.g., draft schedules and strategies, Contract artifacts, and State Data will be treated as confidential and will not be divulged by the Contractor or made known in any manner to any person except as may be necessary in the performance of this PContract Disclosure to anyone other than an officer or employee of DEO is prohibited, except with express direction or consent of DEO.

For staff not designated as Key Personnel, Contractor may make staffing changes or cost shifting of staff assigned to this project only with prior review and written approval of DEO's Contract Manager. DEO's Contract Manager must be notified in writing at least 10 days prior to a potential change in staff. Notifications must include the candidate's name, résumé, position, title, starting date, and references. DEO's Contract Manager reserves the right to interview all potential staff prior to beginning work on the project. DEO reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

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

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

A. Section 448.095, F.S., the State of Florida requires the following:

- (1) 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.
- (2) 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.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

- C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this contract with 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.

#### **3.0 DEO Contract Liaisons**

DEO designates as its Contract Manager, Tameka Freeman who can be contacted by telephone at (850) 921-3430 or by email at [Tameka.Freeman@deo.myflorida.com](mailto:Tameka.Freeman@deo.myflorida.com).

DEO designates as its Project Manager, Paul Forrester who can be contacted by telephone at (850) 245-7314 or by email at [Paul.Forrester@deo.myflorida.com](mailto:Paul.Forrester@deo.myflorida.com).

#### **4.0 Contract Period**

The Contract effective date shall be the Purchase Order start date or the issuance date of the Purchase Order whichever date is later and shall end on the Purchase Order end date.

## 5.0 Invoicing Instructions

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

[https://www.myfloridacfo.com/aadir/reference\\_guide/](https://www.myfloridacfo.com/aadir/reference_guide/)

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

To be payable:

- a) Invoices shall contain the state contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number and the invoice period.
- b) Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each State Term Contract ("STC") position, STC job title and the tasks that were provided during the invoice period.
- c) Invoices must be accepted and approved by DEO.
- d) DEO will hold back 10% for each monthly invoice under Deliverable 3 until the completion and DEO approval of Deliverable 4 (IV&V Final Assessment Report) is received.

Total invoices billed for hourly services cannot exceed \$\_\_\_\_\_.00. Travel expenses must be included in the hourly rate proposed. DEO will not pay for travel to or from the Tallahassee area for this Contract. In addition, DEO will not pay for vicinity travel. Travel, if approved by DEO will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Contract Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link:

[https://sharepoint.deo.myflorida.com/finan\\_mgt/Manuals/Travel%20Manual%203.05.pdf](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 an hourly basis, not to exceed the number of hours authorized per job number, job title, and scope variant as specified below:

## 5.1 Cost Response

**To provide proposed pricing in response to this solicitation, please complete in its entirety, Attachment 1 – Cost Response.**

**DEO's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature. See § 287.0582 Florida Statutes. 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.**

#### **6.0 Confidentiality and Safeguarding Information**

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

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

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

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



## 6.1 Confidential RA Information.

This section governs the use of Confidential Reemployment Assistance (RA) Information obtained pursuant to DEO's administration of Chapter 443, F.S. For purposes of this Contract, "Confidential RA Information" has the meaning ascribed at 20 CFR 603.2(b), and is understood to include information declared confidential under section 443.1715, F.S.. The provisions of section 6.0 apply to Confidential RA Information and supplement the terms of this section 6.1. Where the provisions conflict, the provisions of this section 6.1 shall control.

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

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

## **7.0 Indemnification**

Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and 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.

## **8.0 Termination**

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

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hour's 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.

### **8.2 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.

### **8.3 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.

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

Financial consequences shall apply for non-performance of the Contract by the Contractor. DEO shall apply financial consequences identified below, in addition to the financial consequences provided in section 1.2, as applicable, to Purchase Orders or Contracts issued by DEO. In addition:

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

Contractor's continued inability to perform under the conditions of the Contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (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.

### **9.1 Financial Consequences for Failure to Comply with Purchase Order/Contract Requirements:**

In addition to those remedies outlined in section 9.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Purchase Order/Contract, Contractor shall pay to DEO financial consequences for such failures, unless DEO, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. The state of Florida reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of the Purchase Order/Contract. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Purchase Order/Contract will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the Purchase Order/Contract. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO in its sole discretion shall determine when the Contractor is failing to comply, and DEO in its sole discretion shall determine when the Contractor has remedied the failure.

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

**10.0 Exceptions to Application of the Financial Consequences Provision of the STC:**

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

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

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

**11.0 Contract Document**

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include the STC, the terms and conditions of this solicitation, and any addenda to it, Contractor’s response, and the contract issued as a result of this Request for Quote. This Scope of Work will supersede Contractor’s response in the event of any conflicting provisions.

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

DEO reserves the right to issue a Purchase Order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The Purchase Order will incorporate STC Number 80101507-IVV-15-1, the My Florida Marketplace Terms and Conditions (MFMP), this Scope of Work and any Attachments and Addenda thereto, and the relevant portions of the awarded Contractor’s Response. Any pre-printed Purchase Order terms and conditions included in the Contractor’s forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the Purchase Order, the order of precedence for the documents is as follows:

- 1. STC Number 80101507-IVV-15-1
- 2. Scope of Work including any Attachments and Addenda
- 3. Purchase Order
- 4. MFMP Terms and Conditions
- 5. Contractor’s Response

## 12.0 Governing Laws

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

## 13.0 Submission of Responses

1. Responses must be submitted electronically through MFMP sourcing. DEO will award the Contract to the Response, which is deemed to be the best overall value to the state. The Response must include:
  - A. Pricing Format. The Respondent will propose a pricing approach that does not exceed the Respondent's State Term Contract rates.
  - B. Introductory Letter and Letter of Commitment. The letter shall include:
    - i. An executive summary that demonstrates the Respondent's and proposed IV&V team members previous experience with UI Solutions and/or technology projects of similar size and nature;
    - ii. The Respondent will include a bibliography and/or links to the company's public sponsored studies, published research, or similar analysis for another governmental entity related to IV&V of UI Solutions and/or technology projects of similar size and nature;
    - iii. Confirmation that the identified full time Respondent staff will be dedicated to the Project full-time conducting their work on site Monday through Friday during the normal business hours of 8:00 AM to 5:00 PM ET;
    - iv. Confirmation that the Respondent can develop and execute an IV&V Management plan described in Section 1.1; and
    - v. The length of time the Response is valid, which shall be no less than 180 days.
  - C. IV&V Services Approach. The IV&V Services Approach shall:
    - i. Include detailed information outlining the approach to how the Respondent would work with DEO to develop an IV&V Management Plan and execute the plan according to Section 1.1;
    - ii. Define how the IV&V team members will work together to provide IV&V services;
    - iii. Describe any proposed tools and templates to support IV&V services;
    - iv. Recommend additional IV&V services, not listed in section 1.1;
    - v. Detail the Respondent's assumptions of State resources, including, but not limited to access to Project staff, Project leadership, State staff, subject

- matter advisors; tasks to be performed by State staff; office space and equipment at the Project site; and
- vi. Explain why the Respondent will provide best value to the State for these IV&V services.

- D. IV&V Similar Projects. IV&V Similar Projects response shall:
  - i. Include a minimum of three (3) but no more than five (5) IV&V projects related to UI solutions or similar technology projects that covered the domains outlined in section 1.1 (include links to the project work in the bibliography); and
  - ii. Include the strategies, standards, tools, templates, and reports, which must be submitted along with the project details.
  
- E. Cost Response. The Cost Response shall:
  - i. Include a proposal for a pricing approach to complete each deliverable, along with the corresponding job title, estimated hours, and hourly rate to provide all services and deliverables specified in this RFQ;
  - ii. Include pricing not to exceed the Respondent’s STC rates;
  - iii. Include renewal pricing not to exceed the Respondent’s STC rates; and
  - iv. Complete Attachment 1, Cost Response in its entirety.
  
- F. Resume. The Resume for each proposed IV&V team member shall:
  - i. Include a detailed and accurate resume of the proposed IV&V team member(s) experience and qualifications (limited to three (3) pages per team member);
  - ii. Identify key personnel, those staff members whose continuity in their assigned roles and participation are key to successful delivery of IV&V services; and
  - iii. Identify the percentage of time of each proposed IV&V team member dedicated to this project.
  
- G. References. The References for the Respondent shall:
  - i. Include three (3) references by completing Attachment 2 ;
  - ii. Complete Attachment 2 in its entirety ; and
  - iii. DEO reserves the right to contact references.

2. Responses are due according to the schedule below:

<b>Activity</b>	<b>Anticipated Date</b>
Issue RFQ	06/21/2021
Deadline to submit written questions via MFMP Sourcing	06/25/2021 at 12:00PM, Eastern Time (E.T.)
Answers to submitted questions	06/29/2021
Deadline to submit Response using MFMP Sourcing	07/02/2021 at 5:00PM, E.T.
Anticipated Award date	07/09/2021
Anticipated Contract start date	07/16/2021

**13.1 Conflict of Interest for the Award of this RFQ.**

The Contractor and any subcontractors performing services as part of this Contract may be excluded from the award of future procurements dealing with that specific subject matter based on section 287.057(17) (c), F.S.

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