

**AMENDMENT ONE
TO CONTRACT BETWEEN
THE DEPARTMENT OF COMMERCE
AND
ERNST & YOUNG U.S. LLP**

On January 18, 2023, the State of Florida, Department of Commerce (Commerce), and Ernst & Young U.S. LLP ("Contractor"), entered into contract number C3568 (the "Contract") to deliver a Target Operating Model through Business Process Reengineering (BPR) activities, as well as Transformational Change Management (TCM) activities that will assess change readiness and provide change and communications support for the FL WINS Program. Commerce and Contractor may hereinafter be referred to individually as a "Party" and collectively as "the Parties."

WHEREAS, Section II.A, Renegotiation or Modification, of the Contract provides that any amendment to the Contract shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Contract as set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references throughout this Contract to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.
2. Section I.D., Contract Payment, is hereby deleted in its entirety and replaced with the following:

This Contract shall not exceed ***Six Million Eight Hundred Thirty-Four Thousand Three Hundred Eighty-Five Dollars and Zero Cents (\$6,834,385.00)***, which shall be paid by Commerce in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. This amount reflects an increase in the Contract amount of Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00). The State of Florida and Commerce'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. Commerce shall be the final authority as to the availability of funds for this Contract and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on Commerce or the State. Commerce agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other contract or to be paid from any other source is not eligible for reimbursement under this Contract.

The Contractor shall provide services described in this Contract and deliverables, some of which shall be authorized as Task Orders. Services described in this Contract are inclusive to the cost of the fixed price deliverables through completion and Commerce's approval, unless otherwise specified in this Contract. The Contractor's work will be managed by Commerce's FL WINS Program Director, or designee, in collaboration with the Contract Manager, who shall issue written authorization to work in the form of individual Task Orders. Each Task Order shall include project or service requirements (scope of services); activities; activities the Contractor expects Commerce to perform; total allowable costs, and estimated hours for roles performing work on

the task and specific deliverables and delivery dates. The Contractor is not authorized to initiate work on any deliverable or Task Order prior to approval by Commerce. Approval to commence work shall be authorized through Commerce approval of Deliverable Expectation Documents (DEDs) submitted by the Contractor to Commerce. The Contractor is also not authorized to perform work on any Task Order beyond the services completion date as identified in the individual Task Order unless approved by Commerce.

3. Section I.L, Employment Eligibility Verification, is hereby deleted and replaced with the following:

L. Employment Verification (E-Verify)

1. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractors thereof 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 verify each new employee's employment within three (3) business days after the first day that the new employee begins working for pay required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify the employee's employment eligibility.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If an entity does not use E-Verify, the entity 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.

4. Section 1.1, FL WINS Program Context, of the Scope of Work is hereby amended to delete and replace Section 1.1.2.d., Workforce Partner – Commerce, Key System Considerations, as follows:

d. Key System Considerations

The following "in-scope" systems include, but are not limited to:

- i. Employ Florida (in-scope until fully modernized)
- ii. Reemployment Assistance Claims and Benefits Information System
 - Reconnect (in-scope until fully modernized)
- iii. Workforce Information Database (WIDb)

iv. One Stop Service Tracking (OSST) (in-scope until fully modernized)

5. Section 1.1, FL WINS Program Context, of the Scope of Work is hereby amended to delete and replace Section 1.1.3.c., Workforce Partner – DCF, Key System Considerations, as follows:

c. Key System Considerations

The following “in-scope” systems include, but are not limited to:

- i. ACCESS Florida System
- ii. DCF Self-Service Portal (SSP)
- iii. DCF Worker Portal (AMS)
- iv. HopeFL Program

6. Section 1.1, FL WINS Program Context, of the Scope of Work is hereby amended to delete and replace Section 1.1.4.b., Workforce Partner – DOE, Key System Considerations, as follows:

b. Key System Considerations

The following “in-scope” systems include, but are not limited to:

- i. Division of Blind Services Aware Case Management System (AWARE)
- ii. Division of Vocational Rehabilitation (DVR) AWARE
- iii. Employment Meets Opportunity Portal (EMOP)
- iv. Division of Early Learning
- v. Adult General Education Program
- vi. Apprenticeship Program

7. Section 1.3, Minimally Required Deliverables/Tasks – BPR, of the Scope of Work is hereby amended to delete and replace Section 1.3.3.a, Conduct BPR Discovery Activities, with the following:

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

a. Validate in-scope systems for each Workforce Partner including:

i. Within Commerce, the systems previously identified, but not limited to:

a. Employ Florida

- b. Reemployment Assistance Claims and Benefits Information System/Reconnect
 - c. WIDb
 - d. OSST
 - ii. Within DCF, the systems previously identified, but not limited to:
 - a. ACCESS
 - b. DCF SSP
 - c. DCF AMS
 - d. HopeFL Program
 - iii. Within DOE, the systems previously identified, but not limited to, include:
 - a. DBS AWARE
 - b. DVR AWARE
 - c. EMOP
 - d. Division of Early Learning
 - e. Adult General Education Program
 - f. Apprenticeship Program
 - b.** Identify the key internal end users, subject matter experts (SMEs), for each system validated as in-scope.
 - c.** Identify the data collection mechanisms for stakeholder input needed for each Workforce Partner to complete the tasks within Sections 1.3.4 and 1.3.5, including but not limited to:
 - i. DCF representation for the 20 circuits within the six (6) regions throughout the State of Florida;
 - ii. Commerce representation for each in-scope system;
 - iii. CareerSource Florida (CSF) to coordinate connections and working with the Local Workforce Development Boards (LWDBs); and
 - iv. DOE representation for each in-scope system, including partially in-scope Technical Centers, College Systems, and Local Education Institutions.

- d. Identify the relevant governing boards for each Workforce Partner to ensure all federal and state rules, statutes, and regulations are met.
- e. Identify types of external end users attempting to access and receive services from Commerce, CSF, DCF, and DOE (directly or through each Workforce Partners' stakeholders) that will be impacted with the new common customer portal and common intake form to address the customer impact.
- f. Collect associated documentation to assist with discovery activities and prepare for subsequent tasks (e.g., Training Manuals, SOPs, User Lists, Organization Chart, Contracts, MOUs, Interagency Agreements, Security Documentation, Process Flow Diagrams/Maps, Policies, and Roles and Responsibilities).
- g. Collect, from Florida Digital Services (FLDS), lessons learned from previous projects.
- h. Collect information and documentation related to each Workforce Partners', and their respective stakeholders', intake processes.
- i. Identify the reporting requirements of each Workforce Partner, as related to in-scope systems.
- j. Conduct a one-time, technical specification survey with Florida colleges and school districts to identify systems currently in use and their specifications.
- k. Provide inventory of each Workforce Partner's additional resources (applications/systems) that will need to be included in the customer's journey through the customer portal of the FL WINS Program.
- l. For all in-scope programs and systems, the Contractor will:
 - i. Conduct a one-hour planning session with the FL WINS Partners to finalize scope, planning, and scheduling.
 - ii. Request and review documentation required to complete an analysis of the programs and in-scope systems for all Workforce Partners.
 - iii. Conduct a one-hour initial validation session per program and per in-scope system to refine the understanding of laws and regulations, key users of the system, technical capabilities, etc.
 - iv. Conduct ride-along sessions with case workers to validate the understanding of personas, processes, pain points, and journeys.
 - v. Conduct a series of two (2) customer interviews per program and in-scope systems (four (4) total) to validate the understanding of the customer's journey, success moments, and pain points.
 - vi. Provide an Iteration 2 of the Discovery Report that includes the discovery information from the Florida technical colleges, DOE's Career and Adult Education, and DOE's Division of Early Learning.

- vii. Update personas, journeys, process maps, service blueprints, and requirements as required based on the information discovered.
 - m. For all in-scope systems, the Contractor will:
 - i. Conduct two (2) one-hour initial planning and coordination sessions to understand the scope and timing of the technical college ride-along sessions.
 - ii. Based on discovery and request, review documentation required to complete an analysis of the requirements for technical colleges. This documentation review will determine the questions that will be used during the ride-along sessions.
 - iii. If follow-up meetings are required to validate FL WINS Program Management Team's understanding of results, Contractor will conduct half-hour meetings to confirm results. Contractor will compile, analyze, and incorporate the results into BPR Deliverable 4 Discovery Report and BPR Deliverable 5 Document Processes and Customer Journeys.
 - iv. Provide a condensed Iteration 2 Discovery Report to include the discovery information from DCF's HopeFL Program, DCF's ACCESS, Commerce's WIDb, Reconnect, Employ Florida, OSST, CSF/LWDBs, Florida technical colleges, DOE's Career and Adult Education, and DOE's Division of Early Learning.
 - v. Update personas, journeys, process maps, service blueprints, and requirements as required based on the information discovered.
 - n. Compile a discovery report that includes the activities outlined in Sections 1.3.3.a-i above.
8. Section 1.3.4, Define Capabilities, Processes, and Journeys, of the Scope of Work is hereby deleted and replaced with the following:

4. **Define Capabilities, Processes, and Journeys** – Contractor shall:

- a. Review documentation collected in Section 1.3-3 above to gain an understanding of the in-scope systems.
- b. Conduct in-person workshops with key internal end users identified in Section 1.3.3 to review existing As-Is processes.
- c. Document As-Is processes and key pain points (i.e., problems, opportunities, constraints) for in-scope processes and systems identified in Section 1.3.3 to a level of detail that will identify key pain points, areas of success, integration points between agencies and systems, and data exchanges. Contractor shall also:

- i. Provide a discovery report for each As-Is system, which includes, at minimum, the output of discovery activities listed in Section 1.3.3.
 - ii. Provide a data dictionary of each As-Is system.
 - iii. Provide a process diagram for each business process identified in each As-Is system as it relates to the factors identified in Section 1.3.3.
 - iv. Provide a hypothesized staff and customer journey map of each As-Is system. Contractor will refine these journeys through continued validation sessions with key stakeholders.
9. Section 1.3.5, Target Operating Model (TOM), of the Scope of Work is hereby deleted and replaced with the following:

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

The Contractor shall conduct the following activities and create/update the following work products and deliverables:

ITERATION 1

- a. **Activities** – The Contractor shall review current activities and tasks being completed by the Workforce Partners to determine areas in which the activities and tasks could be optimized or eliminated. The Contractor shall outline how stakeholder reactions to problems, opportunities, and constraints will be coordinated in the business process reengineering phase across agencies. Contractor shall capture these activities in the following work products:
 - i. Validated list of personas with accompanying detailed persona cards
 - ii. Validated customer to-be journey(s)
 - iii. Validated staff to-be journey(s)
 - iv. Draft to-be process diagrams
 - v. Draft service blueprints
- b. **Requirements Traceability Matrix** – The Contractor shall create a requirements traceability matrix (RTM) for the TOM, which incorporates the requirements gathered from BPRS activities. The Contractor will provide a hypothesized priority listing based on FL WINS Program Management Team’s understanding at the time of delivery of the RTM. The Contractor shall validate those hypothesized

requirements with an additional workshop with key stakeholders and Tier 1 and Tier 2 FL WINS Program Governance decision makers and provide the finalized RTM for the TOM. For the RTM, Contractor shall:

- i. Compile, analyze, and incorporate results of the customer interviews for the TOM.
- ii. Include updates to personas, as-is and to-be journeys, as-is and to-be process maps, service blueprints, and requirements as required.
- iii. Provide options and recommendations of To-Be processes and functional requirements to meet the goals and objectives of the Integrated Data Solution, common customer portal, and common intake form. The To-Be Functional Requirements must align with the future state functional requirements outlined in the 2021 Feasibility Study.
- iv. Provide a process diagram for each business process identified for the To-Be solution.
- v. Provide staff and customer journey maps for the To-Be solution.
- vi. Ensure the To-Be solution and business process functional and non-functional requirements are compliant with all federal and state rules, statutes, and regulations applicable to Commerce, DCF, and DOE.
- vii. Consolidate, document, and map all functional and technical requirements for the To- Be solution.

ITERATION 2

- a. **Activities** – The Contractor, in addition to the activities finalized in Iteration 1, shall capture activities conducted since Iteration 1 in the following work products:
 - i. Validated to-be process diagrams
 - ii. Final service blueprints
 - iii. Customer Journey's and Processes
- b. **Requirements Traceability Matrix** - The Contractor shall make any and all required updates to the finalized RTM discovered between delivery of Iteration 1 and Iteration 2.
- c. **Technical Center/College and Florida College System Survey** – The Contractor shall conduct a one-time, technical specification survey with the Florida College System and Technical Center/Colleges to identify systems currently in use and their specifications. The Contractor will work with the FL WINS Program Management Team to distribute the survey, hold the survey open for an agreed-upon time, and monitor and collect information from the respondents. Contractor shall include a section in this Iteration to provide an analysis of the information received from the

colleges. The Contractor shall work with the FL WINS Program Management Team to identify an appropriate response rate and will determine if the survey should remain open for additional days to increase response rate, if needed.

ITERATION 2.1

- a. IT Workgroup** – The Contractor shall provide recommendations on the shared services IT workgroup that currently exists for the FL WINS project as it relates to the operations in the To-Be solution. This element of the TOM will focus on the business value of designing a shared services IT workgroup to assist and manage the service delivery model associated with the To-Be solution.

Roles and responsibilities – The Contractor shall recommend adjustments to roles and responsibilities among Workforce Partners’ staffing, at all levels, to ensure accountability and improve the decision- making process as it relates to the programs in-scope for FL WINS.

Timelines – The Contractor shall propose timelines for potential personnel changes relative to technology implementation and funding ability in the form of a time-based roadmap.

- b. Document To-Be processes and functional requirements** - The Contractor shall:
1. Identify both the automation opportunities associated with To-Be functionalities and possible manual activity changes to accommodate other redesigned business processes.
 2. Provide a list of SMEs identified in Discovery activities who could be considered for change network activities as led by the TCM Contractor.
 3. Provide inventory of each Workforce Partner’s additional resources (applications/systems) that need to be included in the customer’s journey through the customer portal of the FL WINS Program.
 4. Prioritize requirements for a phased implementation approach to achieve the intended benefit for Floridians in the most efficient manner possible.
 5. Provide the phased implementation approach.
 6. Identify potential barriers to be considered in each phase.
- c. Identify improvement opportunities and gaps** – Contractor shall:
1. Document improvement opportunities gathered during the in-person workshops for each Workforce Partner and system, to include which activities and tasks being completed by the various agencies could be optimized or eliminated.
 2. Complete a gap analysis of each As-Is system.

10. Section 1.3, Minimally Required Deliverables/Tasks – BPR, of the Scope of Work is amended to add Section 1.3.6, Wireframes and Design Concepts, and Section 1.3.7, Development of Online Learning Content (Phased Approach), as follows:

6. Wireframes and Design Concepts - Wireframes are intended to illustrate how proposed functionality might work or are to be used to elicit additional stakeholder ideas on future state solutions to help socialize what the solution is going to do and how it will complement existing solutions and serve as a discussion mechanism to capture additional requirements to provide flexibility for the solution vendor to meet the requirements. The actual look and feel of end state may be different depending on future solution vendor, but this may help stakeholders understand how the capabilities developed in the TOM will work together. Contractor will provide these wireframes to the solution vendor as an example of how FL WINS desires the end state to work to bring the requirements to life. Contractor shall perform the following activities:

a. Develop wireframes and design concepts, including:

1. Customer Experience – concepts of service catalogue, wizard, intake, personal dashboard and details, routing to other agency experiences, update of personal information, and other key moments.
2. Agent Customer 360 Experience – view into cross program data, referral engine, next best action, access to shared documents and other shared data, and other consolidated views and access needed to show goals of end state and alignment with the REACH Act and other applicable state and federal laws.
3. Screen pops or other embedded case management links to Customer 360 – illustration of how Customer 360 capabilities might be presented within existing case management solutions as either widgets or additional tabs.

b. Document additional requirements and feedback from wireframes

7. Development of Online Learning Content (Phased Approach):

Phase 1 will focus on learning design by taking inputs, such as the Training Needs Assessment and Change Impact Assessment, to create a learning experience design plan that includes an integrated approach to assessing learner proficiency. The plan created during this phase will inform the training modules created in Phase 1 that focus on training FL WINS' front-line staff on the programs and services offered across the Program and the associated eligibility requirements. This base level of knowledge will allow front-line staff to better assist customers with programmatic questions related to what suggested referrals the recommendation engine within the Customer Portal or 360 view may generate as required by the REACH Act. Future phase(s) could include development of interactive, LMS-ready content for either internal or external customers.

1. Contractor shall perform the following activities:
 - i. Analyze relevant, current learning and performance metrics and preferences;
 - ii. Develop role and skill level learning recommendations for program and technology areas;
 - iii. Develop skills proficiency assessment plan integrated with the learning experience; and
 - iv. Provide a learning experience design plan, including recommended formats, length, and interactivity of learning topics, as well as an integrated assessment model that provides a personalized learning experience based on skills proficiency.

- a. For Phase 2, Contractor shall develop and implement interactive training modules based on the activities completed in Phase 1 that complement the solution vendor’s system training. These modules will focus on training FL WINS’ front-line staff on the programs and services offered, as well as the eligibility requirements that pertain to each program. This base level of knowledge will allow front-line staff to better assist customers with programmatic questions related to the suggested referrals the recommendation engine within the Customer Portal or 360 view may generate as required by the REACH Act, section 14.36, F.S. Future state solutions vendor will work with FL WINS Program Management Team on a proposed timeline to revise BPR Deliverable 8.

1. Contractor shall perform the following activities:
 - i. Work with the FL WINS Program Director and future state solution vendor.
 - ii. Develop training modules including a technology platform and technology for a consistent user experience.
 - iii. Develop user guides for the training modules.
 - iv. Work with agencies to launch the training modules.

11. Section 1.4, Deliverables, Tasks, Minimum Level of Service, and Financial Consequences – BPR, of the Scope of Work is hereby deleted and replaced with the following:

BPR Deliverable 1 – BPR Project Kick-Off Meeting, Agenda, Presentation, and Minutes		
Tasks	Minimum Acceptance Criteria	Financial Consequences
In accordance with Section 1.3.1.a.ii, Contractor shall: Conduct a BPR Project Kick-off Meeting, including an Agenda, Presentation, and Meeting Minutes	At a minimum, Contractor must create the agenda and presentation materials, and provide draft materials to Commerce for approval a minimum of five (5) business days prior to the meeting.	Failure to provide the draft materials to Commerce, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for

	<p>Contractor shall conduct a BPR Project Kick-off Meeting and as evidence provide the meeting minutes as approved by Commerce within 10 business days of the effective date of the Contract.</p>	<p>the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. Such reductions shall be made from the deliverable payment.</p> <p>Failure to conduct a BPR Project Kick-off Meeting and provide the meeting minutes, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until the conduct of the meeting and submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
BPR Deliverable 1 Total Not to Exceed: \$30,009.00		
BPR Deliverable 2 – BPR Project Management Plan, Project Schedule, and Staffing Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.1.a.iii and Section 1.3.1.a.iv, Contractor shall:</p> <ol style="list-style-type: none"> 1. Submit a BPR PMP 2. Submit a Project Schedule 3. Submit a BPR Staffing Plan 	<p>At a minimum, Contractor must submit to Commerce a BPR PMP, maintained in a software tool and version approved by Commerce within 30 business days of the effective date of the Contract.</p> <p>As part of the BPR PMP, Contractor shall submit a BPR Project Schedule and Staffing Plan within 30 business days of the effective date of the Contract.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to provide the BPR PMP, Project Schedule and BPR Staffing Plan, as specified, tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
BPR Deliverable 2 Total Not to Exceed: \$34,628.00		
BPR Deliverable 3 – BPR Tools and Standards		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.2.c, Contractor shall:</p> <ol style="list-style-type: none"> 1. Establish BPR Policies, Procedures, and Tools 	<p>At a minimum, Contractor must provide tools and standards, document data collection methods, and identify the metrics planning</p>	<p>Failure to provide BPR Tools and Standards, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until</p>

	<p>approach for the business process reengineering function in accordance with Section 1.3.2.c within 20 business days of the effective date of the Contract.</p> <p>These tools need to facilitate the capturing of As-Is and To-Be processes and customer journeys.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
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BPR Deliverable 3 Total Not to Exceed: \$210,061.00

BPR Deliverable 4 – Discovery Report

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.3, Contractor shall:</p> <p>1. Submit the Discovery Report per the components defined in sections 1.3.3.</p>	<p>At a minimum, on or before August 14, 2023, the Contractor must include the following components in the Discovery Report:</p> <ol style="list-style-type: none"> 1. Identify in-scope systems 2. Identify SMEs 3. Identify governing boards 4. Identify external user types 5. Provide artifacts gathered 6. Document lessons learned 7. Conduct a one-time, technical specification survey 8. Provide inventory of Workforce Partners' additional resources <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to conduct the Discovery Report, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>

BPR Deliverable 4 Total Not to Exceed: \$534,990.00

BPR Deliverable 5 – Document Processes and Customer Journeys

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.4, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>1. Identify meeting attendees</p>	<p>At a minimum, on or before September 8, 2023, the Contractor must document As-Is and To-Be processes and map staff and customer journeys for processes and in-</p>	<p>Failure to develop the As-Is and To-Be processes and customer journeys, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until</p>

<p>2. Document the As-Is processes 3. Perform gap analysis 4. Document To-Be processes</p> <p>There is a fixed cost of \$655,025.00 for this deliverable. Invoicing shall be outlined in the Task Order.</p> <p>No work shall be performed under this deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p>	<p>scope systems to include the following:</p> <ol style="list-style-type: none"> 1. Provide list of meeting attendees 2. Document the As-Is processes and key pain points 3. Identify opportunities for improvement and perform a gap analysis 4. Document To-Be processes <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
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BPR Deliverable 5 Total Not to Exceed: \$655,025.00

BPR Deliverable 6 – Define a Target Operating Model

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.5, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>Establish the Target Operating Model to include the following:</p> <ol style="list-style-type: none"> 1. Document current activities and tasks; outline a plan coordination among stakeholders; evaluate areas of automation 2. Create the RTM 3. Design the shared services IT Workgroup 4. Define roles and responsibilities 5. Propose personnel timelines <p>Invoicing shall be as follows for services rendered under this deliverable and outlined in the task order.</p>	<p>At a minimum, on or before October 17, 2023, the Contractor must define a Target Operating Model to include the following:</p> <ol style="list-style-type: none"> 1. Document current activities and tasks; outline a plan coordination among stakeholders; evaluate areas of automation 2. Provide the RTM 3. Design the shared services IT Workgroup 4. Define roles and responsibilities 5. Propose personnel timelines 6. Identify improvement opportunities and gaps. 7. Complete a gap analysis of each As-Is system. <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to define a targeting operating model, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>

<p>There is a fixed cost of \$1,522,315.00 for this deliverable, a portion of which is payable upon completion of each iteration as follows:</p> <p>Iteration 1 – \$540,157.50 Iteration 2 – \$364,157.50 Iteration 2.1 – \$176,000.00</p> <p>Supplemental Staffing - \$442,000.00</p> <ul style="list-style-type: none"> • Monthly invoicing not to exceed \$26,000 for July 2023. • Monthly invoicing not to exceed \$52,000.00 between August 1, 2023, and March 30, 2024. <p>No work shall be performed under this Deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p>		
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BPR Deliverable 6 Total Not to Exceed: \$1,522,315.00

BPR Deliverable 7 – Wireframes and Design Concepts

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.6, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>1. Develop wireframes and design concepts.</p> <p>There is a fixed cost of \$199,430.00 for this deliverable. Invoicing shall be outlined in the Task Order.</p>	<p>At a minimum, on or before March 29, 2024, the Contractor must, in accordance with Section 1.3.6 and the Task Order, develop and provide wireframes and design concepts to include, at a minimum, the following:</p> <ol style="list-style-type: none"> 1. Customer experience 2. Agent Customer 360 experience 	<p>Failure to develop and provide wireframes and design concepts, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made</p>

<p>No work shall be performed under this deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p>	<p>3. screen pops or other case management links to Customer 360</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>from the deliverable payment.</p>
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BPR Deliverable 7 Total Not to Exceed: \$199,430.00

BPR Deliverable 8 – Development of Online Learning Content

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.3.7, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>1. Develop Online Learning Content</p> <p>Invoicing shall be as follows for services rendered under this deliverable and outlined in the task order.</p> <p>There is a fixed cost of \$492,570.00 for this deliverable, a portion of which is payable upon completion of each Phase as follows:</p> <p>Phase 1 – \$132,040.00 Phase 2 – \$360,530.00</p>	<p>At a minimum, on or before March 29, 2024, the Contractor must develop and provide high-fidelity wireframes and design concepts to include the following:</p> <ol style="list-style-type: none"> 1. Analyze relevant current learning and performance metrics and preferences 2. Develop role and skill level learning recommendations 3. Develop skills proficiency assessment plan integrated with the learning experience 4. Provide learning experience design plan 5. Develop training modules 6. Develop user guides 7. Work with agencies to launch training modules <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to define a targeting operating model, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment</p>

BPR Deliverable 8 Total Not to Exceed: \$492,570.00

TOTAL COST OF BPR DELIVERABLES NOT TO EXCEED \$3,679,028.00

12. Section 1.5.2, Transformational Change Management Office (TCMO), of the Scope of Work is amended to replace references to Transformational Change Management Office (TCMO) with Transformational Change Management (TCM).
13. Section 1.5.4, Change Readiness Assessment, of the Scope of Work is hereby deleted and replaced with the following:

- 4. Change Readiness Assessment** – Contractor shall initiate a Change Readiness Assessment, which includes a full scope evaluation on the Workforce Partners to determine change readiness. *Note: Florida colleges and school districts are out of scope for these sessions.* Included in the scope below, the Contractor shall:
- a. Utilize readiness assessments, in the form of surveys, lessons learned sessions, interviews, administrative data, and any other variety of tools, to identify and engage stakeholders in the process and create a baseline to determine change readiness.
 - b. Survey and evaluate stakeholders' readiness.
 - c. Provide an executive summary, including any risks anticipated from the lack of readiness in the organization and ways to mitigate such risks.
 - d. Repeat the Stakeholder Change Readiness Assessment annually (in 3 phased iterations throughout calendar year 2024), for each Workforce Partner, to ensure end users are trained and prepared for FL WINS processes and tools prior to Go-Live.
 - e. Contractor and Commerce will agree on a minimum survey response rate based on accepted statistical sampling modeling this is determined through Task Orders.
 - f. Ensure each Annual Change Readiness Assessment includes key activities including:
 - i. Identifying the key stakeholders (to include Workforce Partner Agencies and their Partners) that will participate in the Initial Change Readiness Assessment.
 - ii. Validating the collection method for this assessment and acceptable response rate.
 - iii. Providing a high-level summary of the insights gathered from the Annual Change Readiness Assessment.
 - iv. Providing detailed results report that outlines readiness scores of the organization across identified categories and Workforce Partners and compare against the Initial Change Readiness Assessment baseline and other Annual Change Readiness Assessment results.

NOTE: Each Annual Change Readiness Assessment will measure the same outcomes. However, different questions may be surveyed to measure readiness levels based on relevancy.

14. Section 1.6, Deliverables, Tasks, Minimum Level of Service, and Financial Consequences – TCM, of the Scope of Work is hereby deleted and replaced with the following:

TCM Deliverable 1 – TCM Project Kick-off Meeting, Agenda, Presentation, and Minutes		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.1.a.ii, Contractor shall:</p> <ol style="list-style-type: none"> 1. Conduct a TCM Project Kick-off Meeting, including Agenda, Presentation, and Meeting Minutes. 	<p>At a minimum, Contractor must create the agenda and presentation materials, and provide draft materials to Commerce for approval a minimum of five (5) business days prior to the meeting.</p> <p>Contractor shall conduct a BPR Project Kick-off Meeting and as evidence provide meeting minutes as approved by Commerce within 10 business days of the effective date of the Contract.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to provide the draft materials to Commerce, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Failure to conduct a TCM Project Kick-off Meeting, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until the conduct of the meeting and submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 1 Total Not to Exceed: \$25,504.00		
TCM Deliverable 2 – TCM Project Management Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.1.a.iii and Section 1.5.1.a.iv, Contractor shall:</p> <ol style="list-style-type: none"> 1. Submit a TCM PMP. 2. 3. Submit TCM Staffing Plan. 	<p>On or before March 1, 2023, Contractor must submit to Commerce a TCM PMP, maintained in a software tool and version approved by Commerce in accordance with Section 1.5.1.a.iii. As part of the TCM PMP, within 30 business days of the effective date of the Contract, Contractor shall submit a TCM Staffing Plan in accordance with Section 1.5.1.a.iv.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to provide the TCM PMP, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 2 Total Not to Exceed: \$34,628.00		

TCM Deliverable 3 – Transformational Change Management		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.2, Contractor shall perform the following Tasks, as specified by Task Order:</p> <ol style="list-style-type: none"> 1. Establish TCM. 2. Submit an initial outline of TCM Operations Manual. 3. Conduct ongoing TCM Activities. <p>No work shall be performed under this deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p>	<p>At a minimum, on or before March 22, 2023, the Contractor shall:</p> <ul style="list-style-type: none"> • Staff and establish a TCM in line with the previously approved staffing plan. • Submit the initial outline of the TCM Operations Manual in accordance with Section 1.5.2.c.i. This outline serves as the basis for the full Operations Manual which will be built over the life of TCM to facilitate knowledge transfer upon project completion. <p>At a minimum, on or before April 12, 2023, Contractor shall commence TCM activities.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to establish and staff the TCM, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Failure to submit the initial outline of the TCM Operations Manual, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 3 Total Not to Exceed: \$880,070.00		
TCM Deliverable 4 – FL WINS Style Guide		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.2.c.iii, Contractor shall:</p> <ol style="list-style-type: none"> 1. Develop a brand style guide. 	<p>At a minimum, on or before October 31, 2023, the Contractor shall develop a FL WINS style guide, including tagline, fonts, templates (e.g., PowerPoint, email signatures, communication vehicles), color palette, and logo(s).</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to submit the FL WINS style guide, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 4 Total Not to Exceed: \$76,513.00		

TCM Deliverable 5 – TCM Monthly Summary Report		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.2.d.vii, Contractor shall:</p> <p>1. Provide a TCM Monthly Summary Report.</p> <p>There is a fixed cost of \$102,017.00 for this deliverable.</p> <p>Monthly invoicing for March 2023 shall not exceed \$4,640.00</p> <p>Monthly invoicing for April 1, 2023, through December 31, 2024, shall not exceed \$4,637.00.</p>	<p>At a minimum, on or before March 22, 2023, the Contractor will produce a monthly summary of all TCM operational activities (e.g., public communications, FL WINS Program newsletters, change network activities). Each monthly report shall be submitted to Commerce on the 5th day of the month for the previous reporting period.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to submit each monthly summary, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$250 per day, for the first 5 days; \$500 per day, for the next 5 days.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 5 Total Not to Exceed: \$102,017.00		
TCM Deliverable 6 – Stakeholder Analysis		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.3, Contractor shall:</p> <p>1. Conduct a Stakeholder Analysis.</p>	<p>At a minimum, on or before May 5, 2023, the Contractor shall conduct discovery sessions and submit a consolidated FL WINS Stakeholder Analysis that represents internal and external program stakeholders.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to submit the Stakeholder Analysis in accordance with Section 1.5.3 by the due date specified shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 6 Total Not to Exceed: \$280,547.00		
TCM Deliverable 7 – Initial Change Readiness Assessment		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.4, Contractor shall:</p> <p>1. Conduct an Initial Change Readiness Assessment.</p>	<p>At a minimum, on or before May 19, 2023, the Contractor shall conduct and submit the executive summary and the supporting results of the Initial Change Readiness Assessment, including a full scope evaluation on the Workforce Partners to determine a change readiness baseline.</p> <p>Contractor and Commerce will</p>	<p>Failure to submit the Initial Change Readiness Assessment, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day</p>

	<p>agree on a minimum survey response rate based on accepted statistical sampling modeling.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 7 Total Not to Exceed: \$384,250.00		
TCM Deliverable 8 – Annual Change Readiness Assessments		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Sections 1.5.4.c, 1.5.4.d, 1.5.4.f, Contractor shall perform the following Tasks, as specified by Task Order:</p> <p>1. Conduct Annual Change Readiness Assessments.</p> <p>There is a fixed cost of \$461,394.00 a portion of which is payable upon completion of each Change Readiness Assessment as follows:</p> <p>Iteration 1 – \$153,798.00 Iteration 2 – \$153,798.00 Iteration 3 – \$153,798.00</p> <p>No work shall be performed under this deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p>	<p>The Contractor shall submit an executive summary and supporting results of the Change Readiness Assessment over the life of the contract in accordance with the approved schedule and requirements in the Deliverable Expectation Document (DED), TCM Deliverable 8.</p> <p>After submission of the first Annual Change Readiness Report (Iteration 1), on or before January 29, 2024, each subsequent Annual Change Readiness Assessment executive summary and supporting results shall be submitted to Commerce in accordance with the approved schedule in the DED TCM Deliverable 8, which is set forth below:</p> <p>Iteration 1 – January 29, 2024 Iteration 2 – August 5, 2024 Iteration 3 – December 6, 2024</p> <p>Contractor and Commerce will agree on a minimum survey response rate based on accepted statistical sampling modeling.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to submit annual Change Readiness Assessments, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
TCM Deliverable 8 Total Not to Exceed: \$461,394.00		
TCM Deliverable 9 – Training Needs Assessment and Approach		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.5, Contractor shall perform the following Tasks, as specified by</p>	<p>At a minimum, on or before January 26, 2024, the Contractor shall conduct and submit an Initial</p>	<p>Failure to submit the Training Needs Assessment and Approach Report, as specified,</p>

<p>Task Order:</p> <ol style="list-style-type: none"> 1. Conduct an Initial Training Needs Assessment and Approach. 2. Adjust Training Needs Assessment, as needed. 	<p>Training Needs Assessment document as a baseline analysis to be used for relevant contractor procurement activities.</p> <p>Once the Training Needs Assessment baseline is established, Contractor shall adjust Training Needs Approach based on feedback, as needed, to be used for implementation of other FL WINS projects (e.g., common customer portal).</p> <p>Contractor and Commerce will agree on a minimum survey response rate based on accepted statistical sampling modeling.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>
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TCM Deliverable 9 Total Not to Exceed: \$178,530.00

TCM Deliverable 10 – Change Management and Communication Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.5.6, Contractor shall perform the following Tasks, as specified by Task Order:</p> <ol style="list-style-type: none"> 1. Develop a Change Management and Communication Plan. <p>No work shall be performed under this deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p>	<p>At a minimum, on or before May 12, 2023, the Contractor shall develop a Change Management and Communication Plan, as specified in Section 1.5.6.</p> <p>Contractor shall develop a communication timeline, including a rolling view of a six-month plan for ongoing communications that are tailored to stakeholder groups.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to submit the Change Management and Communication Plan, as specified, shall result in a tiered reduction for each business day beyond the applicable due date until submission of the materials as follows: \$2,500 per day, for the first 5 days; \$5,000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter.</p> <p>Such reductions shall be made from the deliverable payment.</p>

TCM Deliverable 10 Total Not to Exceed: \$731,904.00

TOTAL COST OF TCM DELIVERABLES NOT TO EXCEED \$3,155,357.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED \$6,834,385.00

15. Section 4.0., Invoicing Instructions, of the Scope of Work is hereby deleted and replaced with the following:

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

https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2

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

To be payable:

- a. Invoices shall contain the State Term Contract ("STC") number, Commerce Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number (FEIN), Contractor's invoice number, the invoice period, and the Deliverable/Task completed. Payment does not become due under the Contract until the invoiced Deliverable(s) and any required report(s) are approved and accepted by Commerce.
- b. Invoices must be legible and clearly reflect the services/deliverables/tasks that were provided in accordance with terms of the Contract for the invoice period. Commerce may require any additional information from Contractor that Commerce deems necessary to process an invoice.
- c. Invoices must be accompanied with appropriate supporting documentation as identified in the deliverables, as well as written notice from Commerce's Contract Manager, reflecting approval over deliverables.
- d. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work and accepted and approved by Commerce.

Total invoices billed cannot exceed \$6,834,385.00. Travel expenses must be included in the fixed rate proposed. Commerce will not pay for travel to or from the Tallahassee area for this Contract. In addition, Commerce will not pay for vicinity travel. Travel, if approved by Commerce, will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by Commerce's Contract Manager. Each request to incur travel expenses should be submitted following Commerce Procedure 3.05 (to be provided to the Contractor upon need for travel).

The procedures described in the Commerce Travel Manual are hereby incorporated by reference. Performance under this Contract shall be done one a deliverable basis, not to exceed the total cost per deliverable and scope variant as specified in Attachment One, Cost Page.

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

authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to complete this Contract.

16. All other terms and conditions of the Contract remain in effect.

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