

## 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.”

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; Alternate Contract Source Number; 252-GSA; GSA Schedule 70 Multiple Award Schedule; Information Technology Equipment, Software and Services; 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 is in need of a Contractor to provide a Saviynt Identity and Access Management (IAM) solution (“the IAM Solution”) that allows for service capabilities, including but not limited to, single sign-on, role-based permissions, and alerting of account changes, and other services, such as developing and updating IAM policies and procedures. The IAM Solution is one component of a larger Identity and Access Management project, which is part of the overarching Reemployment Assistance Modernization Program (“the Modernization Program”). Contractor shall also install, configure, test, and provide integration and support services for the IAM Solution.

### 2.0 Background

In collaboration with its partners, DEO assists the Governor in advancing Florida’s economy by championing the state’s economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities. In support of this mission and vision, DEO maintains the Reemployment Assistance Claims and Benefits Information System commonly referred to as “CONNECT,” which shall be referred to herein as “the System.” The System serves as the central repository to file, track, view, and process Reemployment Assistance claims. The System functions as the core benefits administration platform for DEO staff, claimants, employers, and Third-Party Administrators (TPA). The System provides online access to apply for benefits, view and track claims, set up payment information, respond to fact-finding requests, and protest and appeal eligibility determinations. For employers, the System allows access to respond to and protest inquiries regarding claimants receiving Reemployment Assistance benefits. Additionally, the System allows employers to grant TPAs access to perform specific administrative functions.

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

1. Implement immediate System performance and functional improvement needs while positioning DEO with a secure, scalable, and sustainable system architecture and agile support processes.
2. Have a System that is efficient, scalable, and meets the needs of providing benefits to protect workers who lose their job through no fault of their own.
3. Achieve Reemployment Assistance national prominence, as measured through the federal core measures, program integrity measures, and Secretary standards required by the U.S. Department of Labor.
4. Improve access and equity in the delivery of Reemployment Assistance benefits.
5. Sharpen the Reemployment Assistance program's focus on outcomes and accountability.
6. Promote Floridians' self-sufficiency.
7. Have a System that is capable of responding rapidly to changes in law and economic conditions.
8. Reduce cyber security risk and potential for fraud.
9. Improve information flow with claimants, employers, and TPAs to make quicker decisions.
10. Improve Reemployment Assistance program quality, accountability, performance, and integrity.
11. Leverage new technologies to improve claimants, employers, and TPAs' overall experience with the Reemployment Assistance program, including reducing the amount of time it takes to file a claim for benefits.
12. Improve efficiencies and effectiveness in managing claim workload and being better equipped to handle unexpected spikes in the number of claims that may result from emergencies, disasters, or economic factors.
13. Eliminate manual, error-prone, labor-intensive processes.
14. Enhance System usability including accessibility.
15. Reduce maintenance and support time and costs.
16. Incorporate technical standards (e.g., software development standards, database standards, and interface standards) and modern technologies.
17. Seamlessly integrate with other internal/external information technology assets.
18. Modernize real time and batch interfaces, which include but are not limited to Employ Florida (WITS), Social Security Administration, Internal Revenue Service, National Director of New Hires, State Information Data Exchange System, Systematic Alien Verification for Entitlements, Interstate Connection Network, Florida Department of Highway Safety and Motor Vehicles, and all other systems exchanging data with the Reemployment Assistance program.

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

The selected Contractor will have the responsibility of orchestrating and coordinating activities to ensure interoperability of the IAM Solution with the existing System and all 19 projects, as appropriate, which are collectively referred to as “the Modernization Projects,” and ensuring successful implementation of the overall Reemployment Assistance Modernization Program via the activities and deliverables detailed in Section 2.0 and Section 3.0. DEO formally launched the Reemployment Assistance Modernization Program in July 2021 and has made several significant strides across multiple projects. For more information about the status of each in-flight project, please visit the [Reemployment Assistance Modernization Program website](http://www.floridajobs.org/RAModernization), [www.floridajobs.org/RAModernization](http://www.floridajobs.org/RAModernization).

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

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

		Relational Mapping software to the most current version.
6	SOA and API Layer	Establish a solid architectural basis in support of the continuous modernization by defining a new architecture based on .NET Core, Web API framework, and a service-oriented architecture for the modernized System application.
7	Rules Engine	Establish a subset of business rules into a user-visible and user-maintainable business rules engine that will allow for additional rules to be established during continuous modernization. This will allow both maintaining business rules and developing new business rules without requiring code changes and subsequent deployments.
8	Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Software Transformation	Establish an agile and incremental solution to provide mobile-responsive user interfaces for all System users and claims processing workflows that interfaces with or is integrated within the existing System and can be further enhanced in the future to enable reengineered business processes, to streamline all Reemployment Assistance claim information and claimant and employer data.
9	Systems and Software Integration Procurement	Procure the contractual services of a third-party System and Software Integration services provider with experience in strategic planning, design, development, and integration for large multi-component system modernization efforts.
10	Strategic Planning Office	Enable DEO to maintain focus and direction across all projects within the program. Serves as a single point of contact for budget, scope, and status reporting.
11	Independent Verification and Validation Procurement	Procure the contractual services of a third-party consulting firm with experience in conducting Independent Verification and Validation assessments to provide these services for the Reemployment Assistance modernization and mobile-responsive transformation project.
12	Reemployment Assistance Help Center	Includes the development of a front-end website that is a one-stop site for citizens/claimants to find answers to commonly asked questions and to enable easy navigation through all Reemployment Assistance processes and related documentation. Phase one of this project is limited to informational and navigational web page content development. Phase two of this project includes citizen master data management and data analytics to ensure that citizens have a complete view of all their current and historical information. This project was closed out in December 2021.
<b>Data and Analytics</b>		
13	Data Warehouse	Establish a cloud-hosted data warehouse designed for

		reporting purposes. The warehouse will establish a single source of truth for customers, be independent of batch cycles, and maintain historical transactions. This project was closed out in January 2022.
14	Reporting Project	Rewrite all system reports and write any additional reports, as requested, using the existing data warehouse as a source of reporting data.
15	Archival and Purge Project	Establish a process and execute archival and purge of data in both the production database and file store.
16	Master Data Management and Interoperability Project	Create a data catalog and data dictionary to enable standardization of data elements and interoperability across business units and other Departments per Florida Digital Services (FLDS) and section 282.206, F.S., requirements.
<b>Security</b>		
17	Security Architecture Review Services Project	Application security architecture services will ensure the application, underlying platform, and associated operations and development processes meet modern application security standards. Incorporating appropriate security controls from early in the application and system development lifecycle ensures security is inherent to the application and avoids incurring significant risk to users and prevents major costs from rework needed to meet security and compliance needs later.
18	Identity Management and Access Control Project	Acquire and integrate an identity and access management control service for utilization by all users of the System. This project includes the updating of identity management policies and procedures as well as any necessary migration of existing user accounts and roles to the new service.
19	Security Architecture Audit Services Project	Perform a technical audit consisting of a system, platform, application, and network hardening review, including a penetration testing engagement with scope involving, at a minimum, all application user and administrative interfaces, a sampling of all application environments and tiers, critical application infrastructure, access management platform, and staff resources.

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

### 3.0 The Federal/State Unemployment Insurance Program

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

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

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

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

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

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

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

The System is primarily developed in .NET using an Oracle database, and it resides within the State Data Center. The System is being migrated to the Azure Government Cloud and is forecasted to be operational in the cloud by January 2023. The System is based on the Unemployment Framework for Automated Claim and Tax Services system (uFACTS), which is also deployed in Massachusetts and New Mexico. As a result, a reduced-scope solution was deployed in 2013. Since the deployment, DEO has been focused on resolving a backlog of technical issues and adding required functionality while accumulating technical debt across 75 proprietary products that

make up the System. The System covers today's basic needs, but workarounds, including manual databases, spreadsheets, tickler lists, and desk procedures have been put in place to keep up with changes. It is critical for DEO to be able to improve the timely delivery of Reemployment Assistance benefits to effectively serve eligible claimants.

The following are examples of challenges with the current System:

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

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

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

The Contractor awarded the IAM Solution contract may be precluded from being awarded any other contract for projects included in Table 1. The Contractor, including any subcontractors or company affiliates to the Contractor, may also be precluded from entering into a subcontractor relationship for future Reemployment Assistance Modernization Program contracts.

Any contract award remains subject to the restrictions placed on actual or potential organizational conflicts of interest as described in Chapter 48 Code of Federal Regulation (CFR) and section 287.057(19), Florida Statutes.

## 6.0 Summary of Requested Services

DEO seeks a Contractor to provide the IAM Solution that allows for service capabilities, including but not limited to, single sign-on, role-based permissions, and alerting of account changes. Contractor shall also develop IAM policies and procedures and updates to these policies and procedures as necessary. Contractor shall install, configure, test, and provide integration and support services for the IAM Solution. Integration and support services include, but are not limited to, providing technical expertise to enable and confirm interoperability of the IAM Solution as part of the System's current and future infrastructure for modernization, as well as the analysis, oversight, monitoring, testing, and assuming the responsibilities of the successful integration of the IAM Solution with the Modernization Projects identified in Table 1. Integration and support services also include assisting DEO, stakeholders, and vendors identified by DEO in connecting and communicating with the IAM Solution.

At a minimum, the IAM Solution must:

1. Promote System modularity;
2. Leverage the existing System's functions to advance the business operations of the Reemployment Assistance Program;
3. Promote individual function/component substitution, testing, scaling, and deployment;
4. Have components that are evolvable from a business and technology perspective;
5. Improve quality of services;
6. Reduce administrative burden and cost; and
7. Adopt and implement best practices from similar System environments.

Contractor shall be responsible for ensuring that the IAM Solution integrates properly and seamlessly with the System, applications, interfaces, and other systems that exchange information with the Reemployment Assistance Program.

DEO seeks a qualified Contractor who can install, configure, test, and provide integration and support services for the IAM Solution as part of a large multi-component system while undergoing large-scale modernization efforts. Contractor will work in partnership with DEO, DEO's Strategic Planning Office (SPO), DEO's contractor providing Independent Verification and Validation (IV&V) services, and DEO's contractor providing System and Software Integration (SSI) services. Contractor will also work with vendors providing products and services for the Modernization Projects.

Due to the Reemployment Assistance Modernization Program's size and complexity, DEO requires the Contractor to bring resources across all necessary disciplines required to manage technology risks and oversee technical implementation of the Reemployment Assistance Modernization Program by coordinating with DEO, DEO's Strategic Planning Office (SPO), DEO's contractor providing Independent Verification and Validation (IV&V) services, and DEO's contractor providing System and Software Integration (SSI) services.

## 7.0 Data Privacy and Cyber Security Requirements

1. The IAM Solution must support the following baseline data privacy and cyber security requirements and specifications:



2. Be hosted in the government cloud or secure private cloud with at least FedRAMP provisional Authority to Operate (ATO) at the “moderate” or higher level, as approved by DEO;
3. Utilize application security best practices and standards, with leading sources of guidance being DEO policies and practices, Chapter 60GG-2, Florida Administrative Code (“F.A.C.”), Chapter 60GG-4 F.A.C., Cybersecurity and Infrastructure Security Agency (CISA) Cloud Security Technical Reference Architecture (TRA), CISA Zero Trust Maturity Model, National Institute of Standards and Technology (NIST) Special Publication 800-53, the Center For Internet Security (CIS) Controls Version 8, the Open Web Application Security Project (OWASP) Top 10, the SANS Securing Web Application Technologies (SWAT) Checklist, Internal Revenue Service (IRS) Publication 1075, Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS) Security Policy, and FedRAMP Moderate ATO;
4. Integrate fully with all Identity and Access Management solution(s) chosen by DEO;
5. Have the ability to use third-party data validation and verification;
6. Have the ability to request and track system changes and upgrades for audit purposes;
7. Support the ability to limit access to specific internet protocol (IP) address ranges and domains;
8. Support role-based (RBAC) and attribute-based (ABAC) access control for all users;
9. Generate user audit reports by role;
10. Allow accounts to be configured with strong passwords and passphrases, meeting or exceeding minimum DEO requirements;
11. Provide audits and alerts for user activity, including, but not limited to, changes to records, exports, and printing;
12. Provide the ability to manage, change, and disable default settings that pose a security risk. Such settings include, but are not limited to:
  - a. Infrastructure and application encryption keys;
  - b. Accounts;
  - c. Passwords; and
  - d. Simple Network Management Protocol (SNMP) community strings.
13. Use strong, unique encryption keys, where applicable, in both the application and underlying infrastructure, and allow them to be fully managed and controlled by DEO; and
14. Support integration with DEO’s preferred central log management tool(s) and SIEM platform.
15. In addition to all data privacy and cyber security requirements outlined above, the IAM Solution and Contractor must adhere to the following guidelines:
16. All relevant System Security Plans (SSPs) must be updated in a manner that, at minimum, meets NIST Special Publications 800-18 Rev 1 and 800-171 Rev 2 guidance, as well as any compliance requirements identified by DEO;

17. Development processes must follow secure industry approved best practices, using the NIST Secure Software Development Framework (SSDF) as a baseline, and include, at a minimum, a process for continual vulnerability assessment (to include static code analysis, dynamic code analysis, and web application scanning), as well as industry approved best practices for code versioning and automated release management in the cloud environment;
18. DevOps practices must follow NIST DevSecOps guidance;
19. The Contractor must develop and manage the supply chain, including, but not limited to hardware, software, third-party code and code modules, portable code, and cloud environments, so that, when Contractor develops code, Contractor must use proper controls and oversight within the SDLC;
20. Audit information, including, but not limited to, physical access, logical security controls, and system logs, must be available;
21. SOC 2 compliance audit reports for any SaaS components of the IAM Solution must be provided and reviewed by DEO;
22. DEO and its contractors must meet information compliance requirements, including, but not limited to, IRS Publication 1075, Safeguards for Protecting Federal Tax Information, Social Security Administration data sharing agreements, FBI Criminal Justice Information Systems Policy, and Unemployment Insurance Program Internal Security requirements;
23. Florida laws and rules must be followed, including, but not limited to:
  - a. Section 501.171, F.S., Security of Confidential Personal Information concerning notice and duties of third-party agents and requirements for disposal of customer records  
[http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mode=Display\\_Statute&Search\\_String=501.171&URL=0500-0599/0501/Sections/0501.171.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=501.171&URL=0500-0599/0501/Sections/0501.171.html);
  - b. Florida Cybersecurity Standards (Chapter 60GG-2, F.A.C.);
  - c. Florida Cloud Computing Standards (Chapter 60GG-4, F.A.C.);
  - d. DEO Security policies derive guidance and ideology from the NIST 800 Series, NIST Cybersecurity Framework, and the Center for Internet Security (CIS) Controls (<https://www.cisecurity.org/controls/>). Contractor is expected to remain in compliance with these policies over the lifetime of this Contract; and
  - e. Section 443.1715, F.S., regarding disclosure and confidentiality of Reemployment Assistance information  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0400-0499/0443/Sections/0443.1715.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0443/Sections/0443.1715.html).

## 8.0 Staffing Requirements

The Contractor must adhere to the following staff qualifications and performance criteria throughout the term of the Contract:

1. Contractor must provide the professional and technical staff necessary to perform the services required by this Contract, and the staff must have sufficient skill and experience to perform the services assigned to them.
2. Contractor shall provide an Identity and Access Management (IAM) Architect who will be responsible for hands-on design, development, and integration of IAM solutions, including identity management, provisioning, authentication, PKI, single sign-on, and authorization for the Reemployment Assistance Modernization Program and other identified DEO applications. The IAM Architect is expected to:
  - a. Leverage experience with IAM tools including: Saviynt, SailPoint IdentityIQ, Radiant Logic, Okta, CyberArk Privileged Access Security, Entrust IdentityGuard, Active Directory/LDAP or similar products. Strong working knowledge of IAM protocols including LDAP, SAML, WS-Fed, OpenID/OpenIDConnect, SCIM, OAuth.
  - b. Assist with driving the IAM architecture forward, identifying requirements, providing thought leadership, and modernizing IAM services in hybrid and cloud environments (e.g., Azure, AWS, SaaS) with mobility and automation at the forefront.
  - c. Gather business requirements and translate them into actionable technical requirements.
  - d. Work with stakeholders to resolve issues and make recommendations for prioritization.
  - e. Perform hands-on configuration and troubleshooting of IAM tools and technologies, as well as analyzing business processes for gaps and opportunities for improvement.
  - f. Simultaneously address multiple technical issues and drive corrective actions to completion in a timely manner and support the optimal performance of IAM systems.

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

Contractor staff must render services identified by DEO in a manner described in and by the due dates specified in this Contract.

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

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

## 9.0 Software Requirements

Contractor shall provide the IAM Solution, and shall install, configure, test, and provide integration and support services for the IAM Solution, as described below and in "Section 10.0: IAM Solution Scope." Additionally, Contractor shall provide the quantity of specified licenses and parts identified in Table 2 for DEO.

**Table 2: Software Requirements**

	Part Number	Description	Quote Price	Quantity	Extended Price
1	SAV-SW-ID-GOVERN	Saviynt Enterprise Identity Governance per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 1 **Unlimited Applications		2500	
2	SAV-SW-ID-ADMIN	Saviynt Enterprise Identity Administration per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 1 **Unlimited Applications		2500	
3	SAV-SW-ID-PAG	Saviynt Enterprise Privilege Access Governance per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 1 **Unlimited Applications Saviynt - SAV-SW-ID-PAG		2500	
4	SAV-SW-CPAM	Privileged / service account lifecycle management, certification, cloud security / app continuous controls monitoring, keystroke monitoring log for 1yr, includes 2 environments *Year 1 **Unlimited Applications		50	
5	SAV-SW-TPAG-LITE	Third-Party Access Governance Lite *Year 1 **20 applications		4000	

	Part Number	Description	Quote Price	Quantity	Extended Price
6	SAV-SW-ID-GOVERN	Saviynt Enterprise Identity Governance per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 2 **Unlimited Applications		2500	
7	SAV-SW-ID-ADMIN	Saviynt Enterprise Identity Administration per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 2 **Unlimited Application		2500	
8	SAV-SW-ID-PAG	Saviynt Enterprise Privilege Access Governance per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 2 **Unlimited Application		2500	
9		Privileged / service account lifecycle management, certification, cloud security / app continuous controls monitoring, keystroke monitoring log for 1yr, includes 2 environments *Year 2 **Unlimited Applications		50	
10		Third-Party Access Governance Lite *Year 2		4000	

	Part Number	Description	Quote Price	Quantity	Extended Price
11	SAV-SW-ID-GOVERN	Saviynt Enterprise Identity Governance per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 3 **Unlimited Applications		2500	
12	SAV-SW-ID-ADMIN	Saviynt Enterprise Identity Administration per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 3 **Unlimited Applications		2500	
13	SAV-SW-ID-PAG	Saviynt Enterprise Privilege Access Governance per User for 20 apps, Gold Support, Annual, Hosted and Managed Platform *Year 3 **Unlimited Applications		2500	
14	SAV-SW-CPAM	Privileged / service account lifecycle management, certification, cloud security / app continuous controls monitoring, keystroke monitoring log for 1yr, includes 2 environments *Year 3 **Unlimited Applications		50	
15	SAV-SW-TPAG-LITE	Third-Party Access Governance Lite *Year 3		4000	
16		Scheduled Instructor Led Remote Training per person		3	

## 10.0 IAM Solution Scope

The following tasks and deliverables are required for the IAM Solution project, hereinafter referred to as “the Project.” These deliverables are also the invoice points, which are described

separately in “Section 12.0: Deliverables, Tasks, Minimum Level of Service, and Financial Consequences.” Throughout the Contract term, Contractor will work in partnership with DEO, the DEO Project Manager assigned to the Project, DEO’s SPO vendor, DEO’s IV&V vendor, and DEO’s SSI vendor. Contractor will also work with stakeholders and vendors providing products and services for the Modernization Projects.

## 10.1 Task 1: Create the Initial Project Management Plan

Contractor shall:

1. Create an Initial Project Management Plan (PMP). Contractor will provide the draft Initial PMP to DEO for approval within five (5) calendar days of contract execution. DEO will review and approve the Initial PMP before the Project Kickoff Meeting, described further in “Task 2: Hold the Project Kickoff Meeting.”
1. Include with the Initial PMP, at a minimum, an initial schedule (Microsoft Project file; see “Task 4: Create the Project Schedule/Work Breakdown Structure”) for the tasks identified in “Section 10.0: IAM Solution Scope.”

## 10.2 Task 2: Hold the Project Kickoff Meeting

Contractor shall:

1. Conduct a kick-off meeting at a location and time selected by DEO within 10 calendar days of contract execution to introduce Contractor and DEO staff and provide a common understanding of the Project scope and approach with DEO stakeholders.
2. Create the agenda and presentation materials. Contractor will:
  - a. Include the approved Initial PMP in the presentation materials.
  - b. Provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting. DEO will approve agenda and presentation materials before the meeting.
  - c. Create meeting minutes to document the meeting. DEO will approve the meeting minutes, and the Contractor will distribute meeting minutes to all DEO stakeholders.

## 10.3 Task 3: Create the Final Project Management Plan

Contractor shall:

1. Develop a Final PMP that manages Project scope, schedule baselines, change management, communications, and costs in coordination with DEO’s SPO and for all phases/stages of the Project lifecycle.
2. Use the approved Initial PMP described in “Task 1: Create the Initial Project Management Plan” to develop a Final PMP, which shall be approved by DEO in writing prior to its implementation and include:
  - a. The Quality Management Plan that follows the prescribed methods of the Project Management Body of Knowledge® (PMBOK) Guide (Sixth Edition).

- b. A description of the techniques for measuring Project performance and progress in an objective manner.
  3. Ensure alignment with the activities/Modernization Projects targeted by DEO for prioritization, where applicable.
  4. Include in the PMP:
    - a. A Schedule Management section that describes how the Contractor will adhere to the requirements provided in DEO's Center of Excellence Schedule Management Plan document, which shall be provided by DEO to the Contractor upon Contract execution.
    - b. A Risk Management section that describes how the Contractor will:
      - i. Adhere to the standard operating procedures established by DEO's SPO to report, evaluate, manage, and mitigate any identified risks and issues.
      - ii. Incorporate the use of ServiceNow to report, evaluate, manage, and mitigate any identified risks and issues, including:
        - a) The written evaluation of each risk and issue and potential impact.
        - b) Establishing a risk and issue ranking or risk or issue priority based on likelihood of occurrence.
        - c) Assigning risk and issue management responsibility.
        - d) Creating a risk and issue response strategy.
    - c. A Staffing Management section that:
      - i. The Contractor shall maintain for the duration of the contract period.
      - ii. Provides a detailed organizational chart for Contractor staff dedicated to the Project, including a resource-loaded chart. Contractor shall describe its contingency plans for managing the staff and additional staff, if necessary, to ensure that project deadlines are met.
      - iii. Describes the Contractor's project team, including:
        - a) Delivery of the labor categories for all staff to be assigned to the Project.
        - b) Position title.
        - c) Qualifications for the position (i.e., education, training, and certifications from accredited school or association).
        - d) Required skills.
        - e) Number of staff to be assigned.
        - f) Functions to be performed.
        - g) Physical location.
      - iv. A list of Contractor's key persons for the Project, including:



- a) Name.
  - b) Position title.
  - c) Description of the person's responsibilities within the Project.
  - d) Start and end dates.
  - e) Level of commitment to the Project (i.e., full-time, number of hours per week, number of hours per month).
  - f) Estimated number of hours per task/deliverable.
  - g) Organizational reporting.
  - h) Physical location.
- v. Commits the Contractor will provide, at a minimum, one (1) Project Manager dedicated full-time to this Project.
  - vi. Describes the roles and responsibilities of both DEO and the Contractor, as well as the roles and responsibilities of the individual team members. Note: DEO staff will not always be 100% available during the Project, as current operations must be maintained. A realistic strategy for incorporating DEO staff in day-to-day activities for the duration of the Project must be included.
  - vii. Incorporates DEO's review and approval of any proposed replacements to Contractor's key staff.
- d. A Communications Management section that:
    - i. Aligns with the Reemployment Assistance Modernization Program's standard operating procedures for communications management.
    - ii. Is updated as necessary and throughout all phases of the Project.
  - e. A Change Management section that:
    - i. Aligns with the Reemployment Assistance Modernization Program's standard operating procedures for change management.
    - ii. Is to be followed for all changes that impact the Project's or Reemployment Assistance Modernization Program's schedule, scope, and/or cost.
  - f. An Installation section that defines what DEO needs to be installed, where it would be installed, and associated requirements, assumptions, and configurations. The Installation section shall include, but is not limited to:
    - i. All hardware, third-party software, and the IAM Solution to be installed and configured.
    - ii. Contractor assumptions.
    - iii. Required information for the installation or configuration.
    - iv. Connectivity, browser, and hardware and software requirements
  - g. A Defect Management and Resolution section that:

- i. Describes how Contractor will identify, analyze, confirm, manage, and resolve defects in the IAM Solution.
    - ii. Includes the use of ServiceNow to track defect/issue identification, analysis, confirmation, management, and resolution throughout the lifecycle of the Project.
  - h. An Implementation section that describes specific steps for the moment of go-live, taking the form of a spreadsheet. The Implementation Plan must include, but is not limited to, the following information:
    - i. Task Number
    - ii. Assigned Workgroup
    - iii. Task Description
    - iv. Task Start Date and Time and Duration
    - v. Dependencies/Prerequisites
    - vi. Completed? (Y/N and Time of Completion)
  - i. Key performance indicators for the Project based on DEO's vision and process objectives.
  - j. Any assumptions or constraints identified by the Contractor, both in developing and completing the Final PMP.
5. Measure performance throughout Project execution according to the Final PMP and manage changes to the Project schedule as appropriate or as requested by DEO. When tasks are complete, the Contractor must seek verbal acceptance from DEO for each task and formal written acceptance of each deliverable.
6. Maintain the Final PMP, as approved by DEO. The Contractor will modify the Final PMP throughout the Project, with DEO approval, by updating it to reflect the evolving priorities and resources.

## 10.4 Task 4: Create the Project Schedule/Work Breakdown Structure

Contractor shall:

1. Perform scope planning and scope definition tasks that result in a Schedule/Work Breakdown Structure (WBS) for the Project's full lifecycle.
2. Develop and maintain all Project schedules in Microsoft Project or another software tool and version approved by DEO (e.g., ServiceNow). Contractor shall develop and maintain a Project schedule that is approved by DEO and that serves as the schedule of record for the Project. The approved schedule must be maintained in ServiceNow. Contractor shall develop and maintain a separate working Project schedule to assist with Project planning. Any proposed changes to the approved Project schedule must be submitted to DEO's SPO for approval prior to the changes going into effect.

3. Develop a critical path method (CPM) diagram, indicating the interrelationships between sub-tasks, and a Gantt chart, showing the duration estimates (planned start and end dates) of each task and subtask in the WBS.
4. Provide the sequence of tasks and the tool or method used to control time spent on the Project.
5. Ensure the recording of all major tasks, milestones, and deliverables associated with the Project.
6. Ensure any and all tasks or subtasks that require more than eight (8) hours or one (1) workday to complete by either the Contractor or DEO shows an accurate estimation of the work and resources required to complete the project.
7. Develop a schedule for all deliverables that provides adequate review time by DEO, revision time if needed, and subsequent review time.
8. Provide System design activities that are organized by business area to facilitate requirements traceability and to simplify DEO resource availability. During execution of the Project, Contractor shall regularly report the schedule performance index (SPI) and schedule variance (SV) to measure the magnitude of variance from the schedule baseline. The variance analysis shall be performed at the task level, based on the percentage completion of the task and the actual number of hours or days worked on the task.
9. Ensure schedule variances are reported to DEO. The Contractor must work with the DEO SPO to address any variance in a manner that ensures overall completion of the Project within schedule constraints. DEO will work with Contractor to approve fast tracking or reallocation of resources, as necessary.
10. Include all tasks, deliverables, Project status reports, milestones, dependencies, timelines, due dates, and resources (e.g., Contractor, DEO staff, stakeholders) necessary to complete the Project.
11. Consider the proper sequencing of the work required to result in a successful Project that can be completed within the Contract term.

## 10.5 Task 5: Report the Project Status

Contractor shall:

1. Submit written Project Status Reports in a format approved by DEO on a weekly basis upon Contract execution and attend status meetings on a schedule approved by DEO.
2. Provide project Status Reports that include, at a minimum: accomplishments, critical issues, personnel utilized, and items planned for the next reporting period. The Status Reports will also summarize schedule performance and budget performance to compare actual Project performance with plan(s).
3. Project Status Reports shall also include:
  - a. Activities completed in the preceding reporting period, including minutes from the prior meeting.
  - b. Activities planned for the next reporting period.
  - c. A report on issues that need to be resolved.

- d. A report on the status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.
  - e. A report on the status of each task in the WBS that is in progress or overdue.
  - f. A schedule variance report showing the earned value of the work completed and the planned value of the work completed. The variances shall be calculated individually for each Project phase and for the Project in total and will be accompanied by a trend analysis.
  - g. Weekly, Monthly, and Quarterly Status reports summarizing data from the agreed upon interval (e.g., weekly) reports, including financial information related to expenses and billings.
  - h. Executive summaries for presentation to management and oversight bodies.
4. Attend, either virtually or in-person, monthly Contractor meetings hosted by DEO and provide a Project status report that includes, but may not be limited to:
- a. Activities completed in the preceding reporting period;
  - b. Activities planned for the next reporting period; and
  - c. Any pertinent Project risks or issues.

## 10.6 Task 6: Create Detailed IAM Processes and Requirements

1. Contractor shall conduct on-site working sessions with subject matter experts, as identified by DEO, to discuss, evaluate, and develop IAM processes for all System-related applications and systems, including but not limited to:
  - a. Access control technologies:
    - i. The Department of Management Services' Human Resources system (SAP)
    - ii. DEO's Active Directory
      - 1) Six (6) domains (four (4) forests)
      - 2) Microsoft Azure Active Directory Tenants (Three (3) Government and Commercial)
      - 3) Identity workflows for up to ten applications
      - 4) Microsoft Azure DevOps integration
    - iii. Reemployment Assistance Claims and Benefits Information System
    - iv. Fraud Initiative Rules and Ratings Engine (FIRRE)
    - v. Identity Data Hub (IDH)
    - vi. Treasury Offset Program (TOP) System
    - vii. Interactive Voice Response (IVR) System (Genesys Cloud CX)
    - viii. Digital Appeals Recording System (DARS)
    - ix. Snowflake Data Cloud

- x. Reemployment Assistance Help Center (Pega)
  - xi. Visual IVR (Zappix)
  - xii. IVR Chat Bot (Genesys Cloud DX)
  - xiii. Supporting infrastructure, which includes but is not limited to:
    - 1) Microsoft Windows
    - 2) Microsoft Azure
    - 3) Microsoft Active Directory
    - 4) RedHat Linux
    - 5) Oracle database
    - 6) Amazon Web Services
  - xiv. Application Performance Management solution (currently AppDynamics)
  - xv. Reemployment Assistance Help Center (Pega)
  - xvi. Crystal Reports
  - xvii. Alteryx
  - xviii. UI Path
  - xix. Mailgun
  - xx. iContact
  - xxi. Micro Focus Unified Functional Testing (UFT)
  - xxii. Micro Focus Application Lifecycle Management (ALM)
  - xxiii. Success KPI (Genesys reporting)
  - xxiv. Intrado (e911)
  - xxv. LoadRunner
  - xxvi. Splunk Government Cloud
  - xxvii. Supporting infrastructure, which includes but is not limited to:
    - 1) Microsoft Windows
  - xxviii. Microsoft Azure
    - 1) Microsoft Active Directory
    - 2) RedHat Linux
    - 3) Oracle database
    - 4) Amazon Web Services
- b. For on-site working sessions/workshops, Contractor must:
- i. Facilitate workshops with DEO subject matter experts, and any other entities, identified by DEO and document results.

- ii. Ensure the workshops are well organized and address business and technical functions and non-functions that invited subject matter experts can evaluate.
  - iii. Schedule workshops in a manner that ensures subject matter expert attendance.
  - iv. Ensure the workshops are led by a seasoned facilitator.
  - v. Seek and document input and feedback from DEO staff regarding recommendations on business process and technical functional and non-functional improvements.
  - vi. Follow-up on any open action items.
2. Contractor shall develop an IAM Processes and Requirements Report, which must:
- a. Provide an updated set of business processes and corresponding technical functional and non-functional requirements that:
    - i. Leverage the business and technical Project requirements included in this solicitation.
    - ii. Adhere to:
      - 1) Chapter 60GG, Florida Administrative Code.
      - 2) Center for Internet Security Critical Security Control 6.
      - 3) National Institute of Standards and Technology Special Publication (SP) 800-63-3 and its companion volumes: SP 800-63A, SP 800-63B, and SP 800-63C.
    - iii. Comply with the requirements in "Section 7.0: Data Privacy and Cyber Security Requirements."
    - iv. Strengthen access controls and identity management to secure and safeguard user transaction data.
    - v. Enrich data analytics and interactive dashboard reporting to provide data metrics for data transparencies, as well as providing operational efficiency measures for internal and external users.
  - b. Include detailed process flow requirements.
    - i. Include process redesign impacts on staff roles, resource levels, organizational structures, and policies.
  - c. Include a quantitative analysis of potential benefits from deploying the IAM Solution and any re-engineered business processes for out-of-scope applications and systems and technical functional and non-functional requirements, including but not limited to:
    - i. Documentation of projected cost savings, if applicable.
    - ii. Staff time saving.
    - iii. Intangible benefits as noted by Contractor and DEO.

- d. Include existing business processes, revised business processes, and any new business processes required for continuous modernization of the System.
3. Contractor shall document and maintain business processes and corresponding technical functional and non-functional requirements in ServiceNow or another software tool and version approved by DEO.

## 10.7 Task 7: Document the Identity Governance Model

Contractor shall review and update DEO's existing IAM Solution user roles for all System-related applications and systems, including but not limited to:

1. Access control technologies:
  - a. The Department of Management Services' Human Resources system (SAP)
  - b. DEO's Active Directory
    - i. Six (6) domains (four (4) forests)
    - ii. Microsoft Azure Active Directory Tenants (Three (3) Government and Commercial)
    - iii. Identity workflows for up to 10 applications
    - iv. Microsoft Azure DevOps integration
  - c. Applications and systems in-scope for the IAM Solution:
    - i. Reemployment Assistance Claims and Benefits Information System
    - ii. People First
  - d. Applications and systems out-of-scope for the IAM Solution:
    - i. Fraud Initiative Rules and Ratings Engine (FIRRE)
    - ii. Identity Data Hub (IDH)
    - iii. Treasury Offset Program (TOP) System
    - iv. Interactive Voice Response (IVR) System (Genesys Cloud CX)
    - v. Digital Appeals Recording System (DARS)
    - vi. Snowflake Data Cloud
    - vii. Reemployment Assistance Help Center (Pega)
    - viii. Visual IVR (Zappix)
    - ix. IVR Chat Bot (Genesys Cloud DX)
    - x. Supporting infrastructure, which includes but is not limited to:
      - 1) Microsoft Windows
      - 2) Microsoft Azure
      - 3) Microsoft Active Directory
      - 4) RedHat Linux

- 5) Oracle database
- 6) Amazon Web Services
- xi. Application Performance Management solution (currently AppDynamics)
- xii. Reemployment Assistance Help Center (Pega)
- xiii. Crystal Reports
- xiv. Alteryx
- xv. UI Path
- xvi. Mailgun
- xvii. iContact
- xviii. Micro Focus Unified Functional Testing (UFT)
- xix. Micro Focus Application Lifecycle Management (ALM)
- xx. Success KPI (Genesys reporting)
- xxi. Intrado (e911)
- xxii. LoadRunner
- xxiii. Splunk Government Cloud
- xxiv. Supporting infrastructure, which includes but is not limited to:
  - 1) Microsoft Windows
  - 2) Microsoft Azure
  - 3) Microsoft Active Directory
  - 4) RedHat Linux
  - 5) Oracle database
  - 6) Amazon Web Services

- 2. Contractor shall develop a DEO Identity Directory that includes, at a minimum:
  - a. A catalog of user roles for all in-scope applications and systems, including Birthright Roles, that defines and describes each user role for each in-scope application and system.
  - b. The criteria and process for identifying dormant or inactive as well as orphan accounts.
  - c. The criteria and process to be used for creating, modifying, or retiring, and approving new user roles, including Birthright Roles.
  - d. The criteria and process for identifying and removing or reassigning users who have inappropriate access.
  - e. Identity mapping for all user roles and all in-scope applications and systems.
  - f. Access certification processes to validate access rights within all in-scope applications and systems.



- g. A catalog of all relevant state and federal regulations regarding data integrity and privacy regulations.

## 10.8 Task 8: Configure the IAM Solution

1. Contractor shall create an IAM Solution Architecture Design Document that defines the technical details of the Project, including but not limited to:
  - a. Overall System architecture.
  - b. IAM Solution design specifications, interfaces, process flows, database architecture, capacity plan, and disaster recovery plan.
2. Contractor shall ensure the IAM Solution is configured to include available customer branding configurations that align with DEO's Brand Guidelines.
3. Contractor shall implement Identity Governance and Administration (IGA) capabilities using the Saviynt IGA platform. At a minimum, the platform must be configured to include:
  - a. Identity life cycle management.
  - b. Entitlement management.
  - c. Support for access requests.
  - d. Workflow orchestration.
  - e. Access certification.
  - f. Provisioning via automated connectors and service tickets.
  - g. Analytics and reporting.
4. Contractor shall implement Privileged Access Management (PAM) capabilities using the Saviynt PAM platform for privileged roles to in-scope applications and systems.
5. Contractor shall ensure proper user role and policy translation occurs among IGA, PAM, and access control mechanisms, such as Microsoft, Oracle, native SaaS, etc.
6. Contractor shall enable automated access provisioning for in-scope applications and systems.
7. Contractor shall configure IGA and PAM tools as specified in "Section 10.0: Create Detailed IAM Processes and Requirements" for in-scope applications and systems.
8. Contractor shall customize out-of-the-box reports and dashboards and create new reports and dashboards, as requested by DEO, to increase compliance and System security. At a minimum, Contractor shall develop reports and dashboards for:
  - a. All active users.
  - b. Password reset alerts.
  - c. Daily role modification.
  - d. Daily forced override.
9. Contractor shall configure the IAM Solution so that user, account, and entitlement data are retained as necessary and as requested by DEO.

10. Contractor shall provide connector configuration and data import for in-scope applications and systems.

## 10.9 Task 9: Integrate the Solution

1. Contractor shall confirm interoperability of the IAM Solution with the in-scope applications.
2. Contractor shall define optimal performance benchmarks by which technology integration for the IAM Solution will be measured and accepted. Contractor shall define and document phase gates in accordance with Chapter 60GG-1, F.A.C., for the technology integration of the IAM Solution.
2. Contractor shall review DEO's architecture and technical standards and govern the integration of the IAM Solution throughout the lifecycle of the Project.
3. Contractor shall submit any proposed technical change requests to DEO and DEO's SSI contractor for approval prior to implementing the proposed technical change.
3. Contractor shall work in partnership with DEO's SSI contractor, who is responsible for providing integration oversight and monitoring of all Modernization Projects.
4. Contractor shall resolve any and all integration issues that arise during this Contract, as identified by Contractor, DEO, DEO's IV&V contractor, DEO's SPO, or DEO's SSI contractor.

## 10.10 Task 10: Test the IAM Solution

1. Contractor shall complete an IAM Solution Test Plan, provided by DEO, to define the scope and type of testing that Contractor will conduct, to establish the Contractor's responsibilities for confirming interoperability of the IAM Solution with the System, and to define performance benchmarks to measure and accept integration. The outline of the Solution Test Plan:
  - a. General Information
  - b. Description
  - c. Scope and Objectives
  - d. Required Tools and Conditions
  - e. Roles and Responsibilities
  - f. Key Terms
  - g. Types of Testing, which must include, but may not be limited to:
    - i. Unit;
    - ii. End-to-End;
    - iii. Regression;
    - iv. Performance; and
    - v. User Acceptance Testing.
  - h. Deliverables

- i. Test Schedule
  - j. Reporting and Communication
  - k. Approvals
2. Contractor shall design and document detailed test cases for each sub-phase of testing. The test cases shall include identifications, detailed steps, expected results, and actual results.
3. Contractor shall perform testing in a test environment provided by DEO for the IGA, PAM, and IAM tools and, as necessary, remediation based on testing results.
4. The Contractor must perform testing in a test environment provided by DEO for the mapped identities and, as necessary, remediation based on testing results. The Contractor must develop and submit the test cases/scripts to DEO for approval before testing begins. The deliverable includes successfully completed test cases/scripts as part of a test results report, approved by the Contractor and DEO. The test report must meet DEO documentation standards.
5. The Contractor must perform testing as specified in section 10.10.1.g in a test environment provided by DEO of the final product and, as necessary, remediation based on testing results. The Contractor must identify both Contractor and DEO resources required to conduct testing and provide the test cases/scripts to DEO for approval before testing begins. The deliverable includes a test results report, approved by the Contractor and DEO, which must include at a minimum, completed test cases/scripts. The test report must meet DEO documentation standards.

## **10.11 Task 11: Create Training Documentation and Deliver Training**

1. Contractor shall perform activities necessary for knowledge transfer so that DEO is self-sufficient to update and maintain IAM Solution business processes and technical functional and non-functional requirements documentation.
2. Contractor shall develop digital web-based training, virtual instructor-led training, online resources, recorded training sessions, and written manuals, guides, and desk aids that provide DEO staff with the information necessary to:
  - a. Properly document, update, and maintain business processes, technical functional and non-functional requirements, and artifacts according to industry standards.
  - b. Properly identify user roles for DEO staff.
  - c. Train DEO staff.
3. Contractor shall deliver virtual instructor-led training and in-person training, including train-the-trainer sessions, as requested by DEO, for the following IAM Solution user groups:
  - a. System Administrator training shall include, at a minimum, the following topics:
    - i. Configuring the IAM Solution.
    - ii. Creating and removing user roles in the IAM Solution.

- iii. Troubleshooting issues and defects in the IAM Solution.
  - b. System Operations training shall include, at a minimum, the following topics:
    - i. Configuring the IAM Solution.
    - ii. Creating and removing user roles in the IAM Solution.
    - iii. IAM Solution automation, if applicable.
    - iv. Troubleshooting issues and defects in the IAM Solution.
    - v. IAM Solution performance monitoring.
  - c. Security and Subject Matter Expert training shall include, at a minimum, the following topics:
    - i. Configuring the IAM Solution.
    - ii. Adding and removing users and user roles in the IAM Solution.
    - iii. Troubleshooting issues and defects in the IAM Solution.
4. Contractor shall develop a Requirements Management Plan. The Requirements Management Plan must:
- a. Provide a process that documents business processes, approaches, technical functional and non-functional requirements, and artifacts for the Reemployment Assistance Claims and Benefits Information System, Solution, projects included in the Reemployment Assistance Modernization Program, and any future changes to processes and requirements.
  - b. Provide instructions to DEO staff on how to document, update, and maintain As-Is and any future To-Be business processes, artifacts, and technical functional and non-functional requirements.
  - c. Support clear business and technical requirements traceability and business and technical requirements verification.
  - d. Support changes to business and technical requirements as they are identified.
  - e. Ensure that no changes are made to business and/or technical requirements without performing a risk analysis, re-estimating impacts to cost and schedule, and validation amongst the stakeholders.
  - f. Ensure business processes, technical requirements, and artifacts are properly documented, updated, and maintained according to industry standards.
  - g. Be maintained in ServiceNow or another software tool and version approved by DEO.

## 10.12 Task 12: Analyze and Update IAM Policies and Procedures

Contractor shall:

1. Analyze and update existing Division of Information Technology and Office of Information Security Policies and Procedures to align with the Data Privacy and Cyber Security

requirements in section 1.6 and all other application security best practices and standards.

2. Create new DEO IAM policies and procedures that align with the Data Privacy and Cyber Security requirements in section 1.6 and all other application security best practices and standards for topics that include, but are not limited to:
  - a. Reports of Internal Inspections
  - b. Other Safeguards
  - c. Electronic Flow
  - d. Access Control
  - e. Awareness and Training
  - f. Audit and Accountability
  - g. Security Assessment and Authorization
  - h. Configuration Management
  - i. Contingency Planning
  - j. Identification and Authentication
  - k. Incident Response
  - l. Maintenance
  - m. Media Protection
  - n. Physical and Environmental Protection
  - o. Planning
  - p. Personnel Security
  - q. Risk Assessment
  - r. System and Services Acquisition
  - s. System and Communications Protection
  - t. System and Information Integrity
  - u. Disclosure Awareness
  - v. Records Management and Data Retention
3. Create new DEO IAM policies and procedures using a DEO-approved template or seek approval to use a template provided by the Contractor.
4. Include best-practice documentation for implementing and maintaining all IAM processes. Best practices should include, but are not limited to:
  - a. Required use of Multi-Factor Authentication.
  - b. Rotating access keys regularly that require long-term credentials.
  - c. Applying least privileges permissions.

- d. Regularly reviewing and removing unused users, roles, permissions, policies, and credentials.
- e. Authorizing access in accordance with the identity governance strategy Contractor develops for DEO.
- f. Implementing monitoring, activity logging, and records maintenance.
- g. Automating onboarding and offboarding (provisioning and de-provisioning).

## 10.13 Task 13: Create the Continuous Modernization Plan and Roadmap

Contractor shall:

1. Create a Continuous Modernization Plan and Roadmap that includes, but is not limited to:
  - a. Exceptions identified or made during Project implementation.
  - b. Accepted risks identified during Project implementation.
  - c. Gaps identified during Project implementation.
  - d. A phased implementation approach for the following Continuous Modernization applications and systems, in the following order:
    - i. Application Performance Management solution (currently AppDynamics)
    - ii. RA Mobile App
    - iii. Crystal Reports
    - iv. Alteryx
    - v. UI Path
    - vi. Mailgun
    - vii. iContact
    - viii. Micro Focus Unified Functional Testing (UFT)
    - ix. Micro Focus Application Lifecycle Management (ALM)
    - x. Success KPI (Genesys reporting)
    - xi. Intrado (e911)
    - xii. LoadRunner
    - xiii. Splunk Government Cloud
  - e. A phased implementation approach for other Reemployment Assistance and workforce-related and, in an order approved by DEO, including but not limited to:
    - i. DEO's selected CX/UX project solution
    - ii. DEO's selected Business Rules Engine project solution
    - iii. DEO's selected SOA and API Layer project solution

- iv. Employ Florida
      - f. Ensures alignment with the activities/Modernization Projects targeted by DEO for prioritization, where applicable.
2. The Continuous Modernization Strategic Roadmap must include the requirements in "Section 10.0: IAM Solution Scope."

## 10.14 Task 14: Implement Continuous Modernization

1. Contractor shall configure, integrate, and test Continuous Modernization applications and systems for the IAM Solution by June 30, 2024, in accordance with the specifications provided in "Task 8: Configure the IAM Solution," "Task 9: Integrate the Solution," "Task 10: Test the IAM Solution," and "Task 12: Analyze and Update IAM Policies and Procedures." These applications and systems include but are not limited to:
  - a. Application Performance Management solution (currently AppDynamics)
  - b. RA Mobile App
  - c. Crystal Reports
  - d. Alteryx
  - e. UI Path
  - f. Mailgun
  - g. iContact
  - h. Micro Focus Unified Functional Testing (UFT)
  - i. Micro Focus Application Lifecycle Management (ALM)
  - j. Success KPI (Genesys reporting)
  - k. Intrado (e911)
  - l. LoadRunner
  - m. Splunk Government Cloud
2. Contractor shall update all IAM Policies and Procedures to include the Continuous Modernization applications and systems listed in this section and in accordance with the specifications provided in "Task 12: Analyze and Update IAM Policies and Procedures".
3. Contractor shall conduct training and update the Requirements Management Plan to include the Continuous Modernization applications and systems listed in this section and in accordance with the specifications provided in "Task 11: Create Training Documentation and Deliver Training."

## 10.15 Task 15: Update the Requirements Traceability Matrix

1. Contractor shall review and update DEO's existing DEO Requirements Traceability Matrix (RTM). Contractor shall submit proposed updates to the RTM to DEO for approval.

2. Contractor shall recommend changes and additions to the technical requirements necessary to achieve the goals of the Reemployment Assistance Modernization Program, in partnership with DEO and any stakeholders identified by DEO.
3. Contractor shall utilize a detailed prioritization process of refreshed requirements by order of urgency for the Project and the Reemployment Assistance Modernization Program, as identified and requested by DEO.

## 10.16 Task 16: Close the Project

1. Contractor shall cooperate with DEO to assist with the orderly transfer of the services, functions, and operation provided by the Contractor hereunder to DEO and/or another contractor, as determined by DEO. Contractor personnel critical to the transfer efforts will be identified by the parties. Contractor will ensure the cooperation of its key employees during the transfer process. Contractor shall:
  - a. Fully cooperate with DEO and any subsequent contractor.
  - b. Provide a written plan that details disposition of DEO data, if applicable, and hand-off of services.
  - c. Agree to transfer the data in its custody to DEO and/or any subsequent contractor, if applicable and only at the direction of DEO, via secured means approved by DEO.
  - d. Confirm that any electronic copies of DEO proprietary information stored on Contractor equipment was transferred back to DEO before being deleted.
  - e. Identify any DEO proprietary documentation and return it to DEO. Any electronic copies of DEO proprietary information stored on Contractor's equipment must be transferred back to DEO before being deleted. The format and the medium of transfer will be at the discretion of DEO.
2. Contractor must develop a Transition Plan for the orderly, effective transition of data and operations at the termination or expiration of this Contract. Final approval of the Transition Plan resides with DEO. The Transition Plan must:
  - a. Specify the tasks to be performed by the parties, the schedule for the performance of such tasks, and the respective responsibilities of the parties associated with the tasks.
  - b. Include the steps that will occur for a seamless and transparent transition of data and operations to DEO or to a subsequent contractor.
  - c. Be completed at a date agreed upon by DEO and the Contractor.
  - d. Include, at a minimum, the procedures and schedule under which:
    - i. Contractor and DEO will meet to review the status of Transition Plan activities and to resolve any issues.
    - ii. Outside vendors will be notified of procedures to be followed during the transition, if applicable.
    - iii. All DEO data and information, documents, mail, instruments, and other relevant information are transferred to DEO, via secured means.



- iv. Financial reconciliation of all funds.
  - v. Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.
4. Contractor must develop a Project Closeout Report, the outline of which is:
- a. Purpose of Document
  - b. Project Background and Preconditions
    - a. Project Background
    - b. Project Preconditions
  - c. Project Scope and Objectives
    - a. Scope/Objectives Met
    - b. Scope/Objectives Not Met
  - d. Project Results
    - a. Budget Performance
    - b. Schedule Performance
    - c. Risk and Issue Management
    - d. Lessons Learned
  - e. Dates for Post Implementation Review and Report

## 11.0 Minimally Required Deliverables/Tasks

Contractor will timely provide DEO the items identified in the Contractor's Quote, incorporated herein by reference. Contract amount shall not exceed the amount shown on Contractor's Quote.

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

If Contractor fails to provide the items that are identified in this solicitation, financial consequences shall be assessed in accordance with the terms of the Contract. This section lists the specific deliverables.

***Remainder of this page intentionally left blank***

**Table 3: Deliverables**

<b>Deliverable 1: Initial Project Management Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop and submit an Initial Project Management Plan in accordance with section 10.1.	<p>At a minimum, Contractor must develop and submit to DEO an Initial Project Management Plan for in-scope applications in accordance with section 10.1 within five (5) calendar days of Contract execution.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the Initial Project Management Plan for in-scope applications as specified in section 10.1 within five (5) calendar days of Contract execution shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 2: Project Kickoff Meeting</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall conduct a Project kick-off meeting in accordance with section 10.2.	<p>At a minimum, Contractor must conduct a Project kick-off meeting in accordance with section 10.2 within 10 calendar days of Contract execution.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to conduct a Project kick-off meeting in accordance with section 10.2 within 10 calendar days of Contract execution shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.

<b>Deliverable 3: Final Project Management Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
<p>Contractor shall develop and submit a Final Project Management Plan in accordance with section 10.3.</p>	<p>At a minimum, Contractor must develop and submit to DEO a Final Project Management Plan for in-scope applications in accordance with section 10.3 within 15 calendar days of Contract execution.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the Final Project Management Plan for in-scope applications as specified in section 10.3 within 15 calendar days of Contract execution shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 4: Project Schedule/Work Breakdown Structure</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
<p>Contractor shall develop and submit a Project Schedule/Work Breakdown Structure in accordance with section 10.4.</p>	<p>At a minimum, Contractor must develop and submit to DEO a Project Schedule/Work Breakdown Structure for in-scope applications in accordance with section 10.4 within 20 calendar days of Contract execution.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the Project Schedule/Work Breakdown Structure for in-scope applications as specified in section 10.4 within 20 calendar days of Contract execution shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

<b>Deliverable 5: Detailed IAM Processes and Requirements Working Sessions</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
<p>Contractor shall conduct on-site working sessions with subject matter experts, as identified by DEO, to discuss, evaluate and develop IAM processes and requirements in accordance with section 10.6.1.</p>	<p>At a minimum, Contractor must conduct on-site working sessions with subject matter experts, as identified by DEO, to discuss, evaluate, and develop IAM processes and requirements for in-scope applications in accordance with section 10.6.1. by January 16, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to conduct on-site working sessions with subject matter experts, as identified by DEO, to discuss, evaluate, and develop IAM processes and requirements for in-scope applications in accordance with section 10.6.1. by January 16, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 6: IAM Processes and Requirements Report</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
<p>Contractor shall develop and submit an IAM Processes and Requirements Report in accordance with section 10.6.2.</p>	<p>At a minimum, Contractor must develop and submit to DEO an IAM Processes and Requirements Report in accordance with section 10.6.2 by January 31, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the IAM Processes and Requirements Report in accordance with section 10.6.2 by January 31, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

<b>Deliverable 7: Identity Governance Model</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall submit updated IAM user roles for all System-related applications and systems in accordance with section 10.7.1.	<p>At a minimum, Contractor must submit updated IAM user roles for all System-related applications and systems in accordance with section 10.7.1 by February 15, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the IAM Processes and Requirements Report in accordance with section 10.7.1 by February 15, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 8: Identity Directory</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
Contractor shall develop and submit a DEO Identity Directory in accordance with section 10.7.2.	<p>At a minimum, Contractor must develop and submit a DEO Identity Directory in accordance with section 10.7.2 by March 31, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the DEO Identity Directory in accordance with section 10.7.2 by March 31, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.

<b>Deliverable 9: IAM Solution Architecture Design Document</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall develop and submit an IAM Solution Architecture Design Document in accordance with section 10.8.</p>	<p>At a minimum, Contractor must develop and submit an IAM Solution Architecture Design Document for in-scope applications in accordance with section 10.8 by February 28, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the IAM Solution Architecture Design Document for in-scope applications in accordance with section 10.8 by February 28, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 10: IAM Reports and Dashboards</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall customize out-of-the-box reports and dashboards and create new reports and dashboards in accordance with section 10.8.8.</p>	<p>At a minimum, Contractor must customize out-of-the-box reports and dashboards and create new reports and dashboards in accordance with section 10.8.8 by March 13, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the customized out-of-the-box reports and dashboards and new reports and dashboards in accordance with section 10.8.8 by March 13, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

<b>Deliverable 11: Test Plan</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall develop and submit an IAM Solution Test Plan in accordance with section 10.10.</p>	<p>At a minimum, Contractor must develop and submit an IAM Solution Test Plan for in-scope applications in accordance with section 10.10 by March 24, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the IAM Solution Test Plan for in-scope applications in accordance with section 10.10 by March 24, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 12: Test Cases</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall design and document detailed test cases for each type of sub-testing identified by DEO in accordance with section 10.10.</p>	<p>At a minimum, Contractor must submit detailed test cases for in-scope applications for each type of sub-testing identified by DEO in accordance with section 10.10 by April 7, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the detailed test cases for in-scope applications for each type of sub-testing identified by DEO in accordance with section 10.10 by April 7, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

<b>Deliverable 13: Test Results Report</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall develop a Test Results Report in accordance with section 10.10</p>	<p>At a minimum, Contractor must submit to DEO detailed test cases for in-scope applications for each type of sub-testing identified by DEO in accordance with section 10.10 by April 7, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the detailed test cases for in-scope applications for each type of sub-testing identified by DEO in accordance with section 10.10 by April 7, 2023, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 14: Training Materials</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall develop training materials in accordance with section 10.11.</p>	<p>At a minimum, Contractor must submit to DEO training materials for in-scope applications in accordance with section 10.11 by April 21, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the training materials for in-scope applications in accordance with section 10.11 by April 21, 2023, shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>



<b>Deliverable 15: Training Sessions</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall deliver training sessions for System Administrators, System Operators, and Security and Subject Matter Experts in accordance with section 10.11.</p>	<p>At a minimum, Contractor must deliver training sessions for in-scope applications for System Administrators, System Operators, and Security and Subject Matter Experts in accordance with section 10.11 by May 5, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to deliver training sessions for in-scope applications for System Administrators, System Operators, and Security and Subject Matter Experts in accordance with section 10.11 by May 5, 2023, shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 16: Requirements Management Plan</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
<p>Contractor shall develop a Requirements Management Plan in accordance with section 10.11.4.</p>	<p>At a minimum, Contractor must deliver to DEO a Requirements Management Plan in accordance with section 10.11.4 by May 12, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to provide the Requirements Management Plan in accordance with section 10.11.4 by May 12, 2023, shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

<b>Deliverable 17: IAM Policies and Procedures</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
Contractor shall update existing and create new IAM Policies and Procedures in accordance with section 10.12.	<p>At a minimum, Contractor must update existing and create new IAM Policies and Procedures in accordance with section 10.12 by June 1, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the IAM Policies and Procedures in accordance with section 10.12 by June 1, 2023, shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 18: Continuous Modernization Plan and Roadmap</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
Contractor shall develop a Continuous Modernization Plan and Roadmap for all out-of-scope applications in accordance with section 10.13.	<p>At a minimum, Contractor must submit to DEO a Continuous Modernization plan and Roadmap for all out-of-scope applications no later than June 2024. A specific due date will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the IAM Policies and Procedures in accordance with section 10.12 by the due date specified in the Contract Amendment, shall result in a penalty of \$1,000 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.

<b>Deliverable 19: Transition Plan</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
Contractor shall develop a Transition Plan in accordance with section 10.16.	<p>At a minimum, Contractor must submit to DEO a Transition Plan for in-scope applications in accordance with section 10.16 no later than June 16, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the Transition Plan for in-scope applications in accordance with section 10.16 no later than June 16, 2023, shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 20: Project Closeout Report</b>		
<b>Description</b>	<b>Minimum Acceptance Criteria</b>	<b>Financial Consequences</b>
Contractor shall develop a Project Closeout Report in accordance with section 10.16.	<p>At a minimum, Contractor must submit to DEO a Project Closeout Report for in-scope applications in accordance with section 10.16 no later than June 16, 2023.</p> <p>Out-of-scope applications will be due no later than June 2024, but a specific due date and financial consequences will be determined by DEO through a Contract amendment.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to provide the Project Closeout Report for in-scope applications in accordance with section 10.16 no later than June 16, 2023, shall result in a penalty of \$500 per day for every calendar day beyond the due date. Such reduction shall be made from the deliverable payment.

## 13.0 Staff Qualifications and Performance Criteria

Contractor shall possess the professional and technical staff necessary to complete the deliverables and tasks described in this document.

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 this Contract.

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.

### 13.1 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.

### 13.2 Staffing Changes

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.

### 13.3 Employment Verification (E-Verify)

1. Section 448.095, F.S., the State of Florida requires the following:
  - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

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/>.

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.

### 13.4 CONTRACTOR CERTIFICATION

Vendors on Scrutinized Companies Lists: If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees DEO may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

## 14.0 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

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

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

## 15.0 Prohibition Against Contracting with Antitrust Violators

Pursuant to section 287.137(2)(a), F.S., “a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

## 16.0 DEO Contract Liaisons

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

DEO designates as its Project Manager, Christian Stephens, who can be contacted by telephone at (850) 921-3390 or by email at [Christian.Stephens@deo.myflorida.com](mailto:Christian.Stephens@deo.myflorida.com).

### 16.1 RFQ QUESTIONS AND CONTACT WITH STATE

Questions regarding this RFQ shall be submitted by the date and time specified in Section 1.1 or as amended by DEO. Vendors shall pose any concerns they may have regarding the requirements

identified in this RFQ (including issues related to deliverables and deadlines) during the question and answer phase of this RFQ. Questions will NOT be answered via telephone or fax. DEO will e-mail the answers to the questions by the close of business on the date stated in Section 1.1. The Contractor shall only contact (Program Contact Email) and [ProcurementOfficerEMAIL@deo.myflorida.com](mailto:ProcurementOfficerEMAIL@deo.myflorida.com) for information regarding this RFQ.

## 17.0 Contract Period

This Contract between DEO and Contractor for services shall be in effect for up to one (1) year or 12 months. If this Contract starts in one state fiscal year and ends in another state fiscal year, it may require one or more purchase orders to complete. The issuance of a Purchase Order in a subsequent state fiscal year does not terminate or reduce the term of this Contract. The Contract effective date shall be the Purchase Order start date, or the issuance date of the first Purchase Order, whichever date is later. The Contract shall end on the final Purchase Order end date.

## 18.0 Invoicing Instructions

Invoices submitted must be in accordance with subsection 287.058(1)(a), F.S., and will be processed in accordance with applicable Florida law.

If not otherwise specified in the Purchase Order, 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 to DEO's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

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

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

To be payable:

Invoices shall contain the ACS Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number and the invoice period.

Invoices must clearly reflect the tasks/deliverables/hourly services that were provided according to the terms of the Contract.

Invoices must be accepted and approved by DEO.

If applicable, total invoices billed for hourly services cannot exceed \$\_\_\_\_\_.00. Travel expenses must be included in the hourly rate proposed. The Department will not pay for travel to or from the Tallahassee area for this project. In addition, the Department will not pay for vicinity travel. Travel, if approved by the Department, 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/finance/Manuals/Travel%20Manual%203.05.pdf>

The procedures described in the DEO Travel Manual are hereby incorporated by reference.

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

## 19.0 Confidentiality and Safeguarding Information

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

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

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

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

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

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

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

Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however,



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

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with the provisions of section 501.171, Florida Statutes. 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.

## **20.0 Confidentiality and Safeguarding Reemployment Assistance Information (if applicable)**

1. Contractor staff may have access to confidential Reemployment Assistance information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with the Contract. All Contractor staff assigned to the Contract must sign a confidentiality statement. Contractor's confidentiality procedures must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.
2. Any confidential Reemployment Assistance information received under this Contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
3. Contractor and Contractor staff will adhere to the provisions of this section to protect the confidentiality of Reemployment Assistance information obtained from DEO under the Contract against unauthorized access or disclosure and agrees:

- a. Reemployment Assistance information will be used only to the extent necessary to assist in the valid administrative needs of Contractor staff assigned to this Contract and shall be disclosed only for those purposes as defined in the Contract or as authorized by law.
- b. Any Reemployment Assistance information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
- c. Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.
- d. Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
- e. Contractor will instruct all personnel granted access to Reemployment Assistance information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this section, and the provisions specified in sections 443.1715, F.S., and 20 CFR Part 603.
- f. Contractor will take precautions to ensure that only authorized personnel who have a recognized need to know, as attested by the Contractor, are given access to the Reemployment Assistance information.
- g. Contractor understands and agrees the provisions of these terms and conditions regarding the requirements to safeguard Reemployment Assistance information are considered material conditions of the Contract.

Contractor shall permit DEO, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections of records relevant to the purchase order, to ensure compliance with section 443.1715, F.S., 20 CFR Part 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of the Contractor's compliance with these terms and conditions and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of the purchase order.

All data, both electronic and hard copies, received by the Contractor or Contractor staff from DEO during the Contract are the property of DEO and must be, at DEO's discretion, surrendered to DEO or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to DEO.

Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information or any other data provided by or otherwise relating to Reemployment Assistance applicants due to security incidents, breaches, or intrusions of DEO networks, systems, applications, databases, environments, or materials not owned or controlled by the Contractor.

## 21.0 Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible

property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

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

## 22.0 Termination

### 22.1 Termination Due to the Lack of Funds

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than 24 hours' notice in writing to Contractor. 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.

### 22.2 Termination for Cause

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

### 22.3 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.

## **23.0 Financial Consequences**

### **23.1 Financial Consequences for Non-Performance**

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

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

Continued Contractor inability to perform under the conditions of the contract, 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.

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

In addition to those remedies outlined in section 9.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the DEO purchase order, Contractor shall pay to DEO financial consequences for such failures, unless DEO, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence as described in the ACS Contract shall be imposed. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO at its sole discretion shall determine when the Contractor is failing to comply and DEO at its sole discretion shall determine when the Contractor has remedied the failure.

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

### **23.3 Exceptions to Application of the Financial Consequences Provision of the ACS Contract:**

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:

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

Announcement of new legislation affecting services;

Unofficial media announcements relating to state/federal changes to legislation; or

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.

## 24.0 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 DEO Vendor Core Contract, the terms and conditions of this Scope of Work, and any addenda to it, Contractor's Quote, purchase orders issued in accordance with the Contract, the ACS Contract, and the contract issued as a result of this request for quote. This Scope of Work will supersede Contractor's Quote in the event of any conflicting provisions.

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

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

1. Scope of Work including any Attachments and Addenda
2. Exhibit 1 DEO Vendor Core Contract
3. ACS Contract
4. Purchase Order
5. MFMP Purchase Order Terms and Conditions
6. Contractor's Quote

## 25.0 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.

## 26.0 CONTRACT DOCUMENT

The interpretation and performance of the Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of this solicitation, and any addenda to it, Contractor's response, and DEO's contract (DEO's Vendor Core Contract) issued as a result of this Request for Quote (RFQ). The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to this RFQ, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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's Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation.

**Remainder of Page Intentionally Left Blank**

**Exhibit 1**  
**DEO Vendor Core Contract**

**I. CONTRACTOR AND DEO AGREE:**

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

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

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

**B. Governing Laws:**

**1. State of Florida Law:**

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



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

    - 1) Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
    - 2) Convicted Vendors:** Contractor shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) , F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- 3) Vendors on Scrutinized Companies Lists:** In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria , or engaged in business operations with the government of Venezuela.
- a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.
  - b) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.
  - c) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- 4) Discriminatory Vendors:** Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
- a) Submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
  - b) Submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
  - c) Submit bids, proposals, or replies on leases of real property to a public entity;
  - d) Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; or
  - e) Transact business with any public entity.

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

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

**j. Information Release**

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

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to DEO upon termination of the Contract.

- (6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- (7) In addition to Contractor's responsibility to directly respond to each request it receives for records made or received by Contractor in conjunction with this Contract and to provide the applicable public records in response to such request, Contractor shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@DEO.MyFlorida.com](mailto:PRRequest@DEO.MyFlorida.com) within one (1) business day from receipt of such request.
- (8) Contractor shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- (9) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@DEO.MyFlorida.com](mailto:PRRequest@DEO.MyFlorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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

## 2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:

- (1)** The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260-265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (2)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color, or national origin.
- (3)** Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- (4)** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (5)** The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
- (6)** Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- (7)** The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- (8)** The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education, or library services on a routine or regular basis, to children up to age 18.
- (9)** The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- (10)** The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738, and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.

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

basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

- (17)** Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18)** The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19)** E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20)** Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333): If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (21)** Resource Conservation and Recovery Act (RCRA): Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (22)** Immigration Reform and Control Act: Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the Contract.

**C. Contractor Payments:**

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



**D. Final Invoice:**

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

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

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

**F. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Chief Financial Officer's Hotline at 1-800-342-2762.

**G. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in the Scope of Work.
5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H. Employment Eligibility Verification:**

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

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

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

**J. Assignments and Subcontracts:**

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.
3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access

to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

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

**K. Purchasing:**

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

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

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

- 2. Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection [413.035\(2\)](#), F.S., the following statement applies:

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

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

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

**L. MyFloridaMarketPlace Transaction Fee:**

- 1.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
- 2.** For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- 3.** Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is

rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.

4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering re-procurement costs from Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

**M. Nonexpendable Property:**

1. For the requirements of this Section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Contractor shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Contract unless otherwise authorized in writing by DEO.

**N. Information Resource Acquisition:**

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

**O. Insurance:**

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

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

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

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

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

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

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

**3. Other Insurance:**

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

**P. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its subcontractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (a) the nature of the unauthorized use or disclosure, (b) the confidential information used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that



notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

**Q. Warranty of Ability to Perform:**

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

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

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

**S. Independent Contractor Status:**

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

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

**T. Electronic Funds Transfer:**

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

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

**II. CONTRACTOR AND DEO AGREE:**

**A. Renegotiation or Modification:**

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

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

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

**C. Termination:**

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

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

**2. Termination for Cause:**

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

**3. Termination for Convenience:**

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

**D. Dispute Resolution:**

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

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

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

**F. Limitation of Liability:**

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

Unless otherwise specifically enumerated in the Contract, DEO shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires Contractor to back-up data or records), even if DEO has been advised that such damages are possible. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

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

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which

purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**H. Severability:**

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

***Remainder of Page Intentionally Left Blank***

**Exhibit 1-A**

**CERTIFICATIONS AND ASSURANCES**

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

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

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, subgrants and contracts under grants, loans, and



DEO Contract Number: C3533