

SCOPE OF WORK

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

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; State Term Contract Number 80101500-20-1; Management Consulting 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 Background

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

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

During the 2021 Legislative Session, the Florida Legislature adopted [House Bill 1463](#), which directed and provided funding for DEO to undertake a sustainable, continuous modernization effort of the Reemployment Assistance Benefits System to implement immediate system performance and functional improvement needs while positioning DEO with a secure, scalable, and sustainable system architecture and agile support processes.

1.1 General Description

The Reemployment Assistance Modernization Program includes 15 projects which are grouped into the following categories: infrastructure, software, data and analytics, and security, as

summarized in Table 1, Anticipated Projects Supporting the Reemployment Assistance Modernization Program. All 15 projects are required to be completed by June 30, 2023.

DEO reserves the right to modify and add additional projects as necessary to fulfill the needs of the Reemployment Assistance Modernization Program. Any reference herein to “Reemployment Assistance Modernization Program” includes the projects summarized in Table 1.

Table 1 Anticipated Projects Supporting the Reemployment Assistance Modernization Program

	#	Project Name	Description
Infrastructure	1	Cloud Migration	Complete planning for remaining migration, readiness activities, and migration of Reemployment Assistance Benefits 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 system should be able to replace the current phone system (Cisco) and Interactive Voice Response system. This project was previously included in the Cloud Migration project identified in the Final Report for Improved Delivery of Reemployment Assistance Benefits.
Software	4	SDLC - DevOps	Ensure the completeness and correctness of the application design documentation, related artifacts, and dataflow diagrams for the Reemployment Assistance Benefits System and ensure that a process is in place that aligns the Reemployment Assistance Benefits System functionality with management’s business requirements.
	5	.NET and ORM Upgrade	Establish a solid architectural basis in support of continuous system modernization by upgrading the Reemployment Assistance Benefits 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 Reemployment Assistance Benefits System application.

Software	7	Rules Engine	Establish business rules into a user-visible and user-maintainable business rules engine. This will allow both maintaining business rules and developing new business rules without requiring code changes and subsequent deployments.
	8	System and Software Integration Procurement	Contractual services of a third-party System and Software Integration (SSI) services provider with experience in strategic planning, design, development, and integration for large multi-component system modernization efforts.
	9	Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Software Transformation	Establish an agile and incremental solution to ensure that business process optimization is incorporated into the customer and user experience transformation activities for each of the functional modules within the scope of the CX/UX project.
Data & Analytics	10	Reporting Project	Rewrite all system reports and write any additional reports, as requested, using the existing data warehouse as a source of reporting data.
	11	Archival and Purge Project	Establish a process and execute archival and purge of data in both the production database and file store.
	12	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.
Security	13	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.
	14	Identity Management and Access Control Project	Acquire and integrate a cloud-based multi-factor authentication service for utilization by all users of the system. This project includes the updating of identity management policies and the migration of existing user accounts to the new service.
	15	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.

1.2 Minimally Required Deliverables/Tasks

Under the direct supervision of DEO's Chief Information Officer (CIO) or their designee, Contractor will provide the following in support of the Reemployment Assistance Modernization Program.

1. Contractor shall designate a Senior Project Manager to oversee the Reemployment Assistance Modernization Program's strategic planning activities who will report to DEO's CIO or their designee and who possess the knowledge, skills, and abilities outlined in section 1.2.2. within five (5) days of execution of this Contract. Contractor's Senior Project Manager will be responsible for the following:
 - a. Supporting DEO's aspiration to establish an overall project management center of excellence, as detailed in section 1.2.3.
 - b. Developing and managing a progressively elaborated Project Management Plan for the Reemployment Assistance Modernization Program that includes but is not limited to managing the Project Scope, Schedule Baselines, Change Management, Communications, and Costs for each of the projects summarized in Table 1 and in accordance with Rule 60GG-1.009(7), Florida Administrative Code. The Project Management Plan must adhere to the requirements outlined in 60GG-1, Florida Administrative Code.
 - c. Applying methods and tools, such as forecasting, metrics, analyses, modeling, and scorecards and dashboards to measure, assess, and report on performance, efficiency, progress, productivity, and quality of the Reemployment Assistance Modernization Program and each project at least once a week.
 - d. Providing written weekly status reports on the Reemployment Assistance Modernization Program and its projects to DEO's CIO or their designee via email utilizing a template approved by DEO's CIO or their designee regarding performance, efficiency, progress, productivity, cost, and quality. DEO's CIO or their designee reserves the right to request more frequent or additional updates as needed. DEO's CIO or their designee also reserves the right to request additional information to be included in the weekly status report as needed.
 - e. Notifying all parties identified by DEO immediately of any deviation in the Reemployment Assistance Modernization Program's budget, schedule, scope, or status utilizing a method of communication approved by DEO's CIO or designee.
 - f. Utilizing standard tools for project management and governance including, but not limited to, Microsoft Word, Microsoft Excel, Microsoft Project, Visio, and Adobe Pdf. DEO intends to configure and stand up its ServiceNow application to maintain the Project Management Lifecycle going forward. Contractor shall leverage DEO's ServiceNow application once it is ready and configured.
 - g. Adhering to project management requirements established in Rule 60GG-1, Florida Administrative Code.
 - h. Working collaboratively with DEO staff, as needed and at the direction of DEO's CIO or their designee, to ensure success of the Reemployment Assistance Modernization Project.
 - i. Providing a dedicated team of up to 25 Project Managers who will each be assigned the responsibility for providing Project Management services for one or more of the Reemployment Assistance Modernization Projects summarized in Table 1, and as requested by DEO, and who possess the knowledge, skills, and

- abilities outlined in section 1.2.2. within 15 days of execution of this Contract. The Senior Project Manager will seek approval from DEO's CIO or their designee for each Project Manager prior to their assignment to the Reemployment Assistance Modernization Program. The Project Managers will be responsible for fulfilling the deliverables and tasks associated with the projects summarized in Table 1, and as specified in section 1.2.4.
- j. Preparing written monthly reports and any other publications or materials as otherwise requested by DEO for all internal and external stakeholders using a template approved by DEO leadership. The monthly reports must include, but are not limited to, ongoing system maintenance activities and progress made to date for each project milestone, deliverable, and task order, planned and actual completion dates, planned and actual costs incurred, and any current project issues and risks. Upon receipt and review, DEO will provide the monthly reports to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Appropriations Committee, the chair of the House Appropriations Committee, and the Florida Digital Service.
 - k. Attending, coordinating, and leading, either virtually or in-person, as requested by DEO, a monthly meeting with DEO leadership to present a status update on the Reemployment Assistance Modernization Program and its Projects.
 - l. Providing direct supervision of all project managers who are assigned to projects within the Reemployment Assistance Modernization Program, including covered DEO staff and contractors.
2. Contractor shall ensure Contractor's Senior Project Manager and other Project Managers who support the Reemployment Assistance Modernization Program have the following knowledge, skills, and abilities:
 - a. Bachelor's Degree in Computer Science, Information Systems, or another related field or equivalent work experience;
 - b. At least five (5) years of IT experience including managing teams, customer service, and production project management in multi-platform environments;
 - c. At least two (2) years of experience working directly with senior management;
 - d. Leadership experience in managing and completing complex projects relevant to both IT and business needs;
 - e. Demonstrated experience in leading high-profile projects;
 - f. Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management;
 - g. At least two (2) years of working experience with IT and project management as it pertains to program areas such as Workforce Services, Education, and/or Public Benefit Assistance, or comparable governmental area(s); and
 - h. Certification as a Project Management Professional (PMP).
 3. Contractor shall establish a project management center of excellence for the Reemployment Assistance Modernization Program, which includes but is not limited to:
 - a. Developing project management procedures, tools, templates, training, and governance that will be used for the Reemployment Assistance Modernization Program upon approval from DEO's CIO or their designee;
 - b. Incorporating the following operational work plan components as defined by the Project Management Institute's Project Management Body of Knowledge (PMBOK) into the Reemployment Assistance Modernization Program, which include but are not limited to:

- i. Project Charter
 - ii. Work Breakdown Structure
 - iii. Resource-Leveled Project Schedule
 - iv. Project Spending Plan
 - v. Project Organization & Methodology
 - vi. Organizational Change Management Plan for all stakeholders
 - vii. Risk Management Plan
 - viii. Capacity Plan
 - c. Incorporating the following project control processes into the Reemployment Assistance Modernization Program, which include but are not limited to:
 - i. Progress reporting
 - ii. Issue tracking
 - iii. Contract management
 - iv. Change and configuration management
 - v. Quality control
 - vi. Testing
 - vii. Oversight
 - viii. Procurement strategy
 - ix. Coordination of external entities;
 - d. Incorporating the following governance elements into the Reemployment Assistance Management Program, which include but are not limited to clarifying and establishing roles, responsibilities, expected level of effort, communication channels, and escalation process, upon approval from DEO's CIO or their designee;
 - e. Adhering to PMBOK guides and standards throughout the Reemployment Assistance Modernization Program;
 - f. Providing training and project management support and coaching for Project Managers supporting the Reemployment Assistance Modernization Program at the request of DEO's CIO or their designee, including DEO employees covered under DEO staff and contractors; and
 - g. Transitioning all procedures, tools, templates, training, and governance documentation developed for the Reemployment Assistance Modernization Program to DEO within 30 days of the expiration of this Contract or upon DEO's request.
- 4. Contractor's Senior Project Manager shall ensure Project Managers perform the following services:
 - a. Establish and implement project management processes and methodologies approved by DEO's CIO or their designee to ensure projects are delivered on time, within budget, adhere to high quality standards, and meet DEO's expectations;
 - b. Assemble project plans and teamwork assignments (i.e., Risk Identification and Management) utilizing a template approved by DEO's CIO or their designee;
 - c. Direct and monitor work efforts daily (i.e., Logistics Management);
 - d. Create resource plans and utilization trends utilizing a template approved by DEO's CIO or their designee;

- e. Perform quality reviews of the project management life cycle of the ongoing project to ensure DEO is in accordance with Rule 60GG-1.009(7), Florida Administrative Code;
- f. Escalate functional, quality, and timeline issues within a specified timeframe approved by DEO’s CIO or their designee;
- g. Track key project milestones and adjust project plans and/or resources accordingly;
- h. Create and publish communication plans and coordinate communication with all areas of DEO that impacts the scope, budget, risk, and resources of the work effort being managed utilizing a template approved by DEO’s CIO or their designee;
- i. Provide written weekly status reports to the Senior Project Manager and DEO’s CIO or designee via email for all the Project Manager’s assigned projects and coordinate with stakeholder(s) on action items utilizing a template approved by DEO’s CIO or their designee; and
- j. Provide written weekly status updates to the Senior Project Manager and DEO’s CIO or designee via email for all the Project Manager’s assigned projects utilizing a template approved by DEO’s CIO or their designee.

1.3 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences

Deliverable 1 - Senior Project Manager		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall designate a Senior Project Manager who meets the requirements in section 1.2.2. and will fulfill the duties outlined in section 1.2.1.	Within five (5) business days of execution of this Contract, Contractor shall notify DEO's CIO or designee in writing of the Senior Project Manager selected to be dedicated to the Reemployment Assistance Modernization Program who meets the requirements of section 1.2.2. and will fulfill the duties outlined in section 1.2.1.	Failure to meet the minimum acceptance criteria for Deliverable 1 will result in a financial penalty of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable 2 - Project Management Plan		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall develop a Project Management Plan as described in section 1.2.1.	Within 45 business days of execution of this Contract, Contractor shall submit a Project Management Plan via email to DEO's CIO or designee as described in section 1.2.1.	Failure to meet the minimum acceptance criteria for Deliverable 2 will result in a financial penalty of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable 3 - Visualizations		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide visualizations, including scorecards and dashboards, to track and communicate project progress as described in section 1.2.1.	Within 45 business days of execution of this Contract, Contractor shall submit to DEO's CIO or designee a scorecard and dashboard via email as described in section 1.2.1 to track and communicate the progress of the Reemployment Assistance Modernization Program and its project progress.	Failure to meet the minimum acceptance criteria for Deliverable 3 will result in a financial penalty of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable 4a - Reporting		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide written weekly status reports on the Reemployment Assistance Modernization Program and its projects	In accordance with section 1.2.1(d), Contractor shall submit a written weekly status report on the Reemployment Assistance Modernization Program and its projects via email to DEO's CIO or designee for each week covered under this Contract	Failure to meet the minimum acceptance criteria for Deliverable 4a will result in a financial penalty of 5% of the total Contract amount per day per report for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable 4b - Reporting		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall prepare written monthly reports and any other publications or materials as otherwise requested by DEO for all internal and external stakeholders using a template approved by DEO leadership	In accordance with section 1.2.1(j), Contractor shall submit a written monthly report and any other publication or material otherwise requested by DEO via email to DEO's CIO or designee no later than the 8 th day of each month covered under this Contract.	Failure to meet the minimum acceptance criteria for Deliverable 4b will result in a financial penalty of 5% of the total Contract amount per day per report for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable 5 – Monthly Meeting		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall attend, coordinate, and lead, either virtually or in-person, as requested by DEO, a monthly meeting with DEO leadership to present a status update on the Reemployment Assistance Modernization Program and its Projects.	In accordance with section 1.2.1(k), Contractor shall attend, coordinate, and lead a monthly meeting with DEO leadership to present a status update on the Reemployment Assistance Modernization Program and its projects for each month covered under this Contract	Failure to meet the minimum acceptance criteria for Deliverable 5 will result in a financial penalty of 5% of the total Contract amount per meeting not attended, coordinated, or led.

Deliverable 6a - Project Management Team		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide 5 dedicated Project Managers within 15 days of execution of this Contract, to provide project management services for the Reemployment Assistance Modernization Program	Within 15 days of execution of this Contract, Contractor shall provide DEO's CIO or designee fifteen (5) potential Project Management candidates dedicated to the Reemployment Assistance Modernization Program who meet the requirements of section 1.2.2. and will fulfill the duties outlined in section 1.2.4.	Failure to meet the minimum acceptance criteria for Deliverable 6 will result in a financial penalty of 5% of the total Contract amount per day for each business day Contractor is delinquent past the due date.

Deliverable 6b - Project Management Team		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide up to 15 additional dedicated Project Managers, excluding the 5 Project Managers provided in Deliverable 6a, to provide project management services for the Reemployment Assistance Modernization Program.	Within 15 days of receiving a request from DEO's CIO or designee for potential Project Management candidates dedicated to the Reemployment Assistance Modernization Program who meet the requirements of section 1.2.2. and will fulfill the duties outlined in section 1.2.4., Contractor will provide a minimum of five (5) candidate resumes per project.	Payment for this deliverable is contingent on the number of Project Managers accepted by DEO. Contractor will be paid for each Project Manager accepted by DEO. If DEO accepts no Project Managers, no payment for this deliverable will be provided.

Deliverable 7 - Center of Excellence		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall develop project management procedures, tools, templates, training, and governance documentation that will be used for the Reemployment Assistance Modernization Program, and support DEO's aspiration to establish an overall project management center of excellence.	In accordance with section 1.2.3 and within 30 calendar days of execution of this Contract, Contractor shall submit all project management procedures, tools, templates, training, and governance documentation developed for the Reemployment Assistance Modernization Program via email to DEO's CIO or their designee.	Failure to meet the minimum acceptance criteria for Deliverable 7 will result in a financial penalty of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable 8 - Knowledge Transfer		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall transition all procedures, tools, templates, training, and governance documentation developed for the Reemployment Assistance Modernization Program.	Within 30 calendar days of the expiration of this Contract, Contractor will provide via email to DEO's CIO or their designee, all procedures, tools, templates, training, and governance documentation developed for the Reemployment Assistance Modernization Program.	Failure to meet the minimum acceptance criteria for Deliverable 8 will result in a financial penalty of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

All deliverables shall be submitted to DEO for review, approval, and acceptance in accordance with the terms above unless otherwise approved by DEO in writing. DEO will only accept each deliverable when it has been reviewed and approved for meeting the applicable criteria specified above.

DEO anticipates completing its review of the deliverable within 14 calendar days after receiving the deliverable. DEO may return a deliverable for modification. If DEO returns a deliverable for modification, Contractor will be given up to 14 calendar days after receiving a request for modification to cure and return the deliverable to DEO. If additional cure and review cycles are needed, Contractor and DEO will work in collaboration to review, request revisions, or make modifications no more than 10 calendar days after Contractor's submitted suggestion for modification over the deliverable in mention. If either Contractor or DEO needs additional time to review, modify, or cure the deliverable(s), the request must be submitted in writing via email to the DEO Contract Manager for consideration. DEO may provide additional acceptance criteria during the Contract period to be used for the deliverables. DEO reserves the right to require Contractor to revise deliverables at no additional cost to DEO. Invoices will not be paid for

deliverables that fail to meet specifications until acceptable corrective action has been completed.

DEO reserves the right to award multiple purchase orders to one or more Contractors in response to this Request for Quote (RFQ). DEO reserves the right to split the Deliverables between two or more Contractors, awarding each a separate purchase order for its assigned Deliverable(s). For example, DEO may issue a purchase order for Deliverable 1 to Contractor 3; DEO may issue a purchase order for Deliverable 2 to Contractor 2; and DEO may issue a purchase order for Deliverables 6a and 6b to Contractor 1, or split Deliverables 6a and 6b and issue multiple purchase orders to one or more Contractors that have identified potential Project Managers acceptable to DEO. Contractors responding to this RFQ should provide its best cost estimate for each Deliverable.

2.0 Staff Qualifications and Performance Criteria

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

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

Contractor staff shall render services identified by DEO and shall be paid on an hourly basis.

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

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

2.1 Background Screenings

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

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

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

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

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

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

2.2 Staffing Changes

Contractor will not remove any Key Personnel from their assigned roles prior to the initial deliverable due date. Contractor must provide prior written notice for DEO review and approval (submitted to the DEO Contract Manager) at least 10 calendar days prior to the removal of any Key Personnel from their assigned roles. Contractor is responsible for training any replacement personnel. Replacement personnel for any removed person shall have equal or superior experience and qualifications. DEO reserves the right to require the removal from the Contract any Contractor personnel deemed unacceptable. Contractor's staff assigned to this Contract must successfully complete DEO's Security Awareness Training. Contractor's staff assigned to this Contract shall use information available in any format compatible with existing DEO software and applications only for the purpose of carrying out the provisions of the Contract. Information obtained in the performance of this Contract, such as deliverable drafts, draft schedules and strategies, contract artifacts, and state data, will be treated as confidential and will not be divulged by Contractor or Contractor's employees, agents, or subcontractors or made known in any manner to any person or entity except as may be necessary in the performance of this Contract with the express direction or consent of DEO.

Contractor may make staffing changes or cost shifting of staff assigned to this Contract only with prior review and written approval of DEO's Contract Manager. DEO's Contract Manager must be notified in writing at least 10 calendar days prior to a potential change in staff. Notifications must include the candidate's name, résumé, position, title, starting date, and references. DEO's Contract Manager reserves the right to interview all potential staff prior to beginning work on

the Contract. DEO reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

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

2.3 Employment Verification (E-Verify)

A. Section 448.095, F.S., requires the following:

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

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

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

2.4 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with DEO if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, Contractor 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 Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. DEO may terminate this Contract at its option if Contractor is found to have submitted a false certification under this section 2.4, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

3.0 DEO Contract Liaisons

DEO designates as its Contract Manager, Claudia Gunnels who can be contacted by telephone at (850) 599-0310 or by email at Claudia.Gunnels@deo.myflorida.com.

In the event any of the information provided in Section 3.0 changes after a purchase order is issued for execution, DEO will notify Contractor in writing of such change. Such changes shall not require an amendment to this Scope of Work.

4.0 Contract Period

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

5.0 Invoicing Instructions

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

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

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

To be payable:

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

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

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

https://sharepoint.deo.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf

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

Performance under this Contract shall be done on an hourly basis, not to exceed the number of hours authorized per job number, job title, and scope variant as specified below:

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
Job Title	State Term Contract Maximum Hourly Rate	DEO Discounted Labor Rate	Estimated Total Hours	Total Cost
Principal	\$	\$		\$
Senior Consultant	\$	\$		\$
Consultant	\$	\$		\$
Junior Consultant	\$	\$		\$
Program & Administrative Support	\$	\$		\$

Total: \$

Deliverable	Total Cost
Deliverable 1: Senior Project Manager	\$
Deliverable 2: Project Management Plan	\$
Deliverable 3: Visualizations	\$
Deliverable 4: Reporting	\$
Deliverable 5: Project Management Team	\$
Deliverable 6: Center of Excellence	\$
Deliverable 7: Knowledge Transfer	\$

Total: \$

The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature as referenced in section 287.0582 F.S., and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. DEO is permitted to negotiate terms and conditions which supplement those contained in this Contract. This will include (but is not limited to) negotiations over final hourly rate, prior to Contract execution.

6.0 Confidentiality and Safeguarding Information

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

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

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

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

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

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

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

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

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

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

7.0 Indemnification

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

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

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

8.0 Termination

8.1 Termination Due to the Lack of Funds

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract

upon no less than twenty-four (24) 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.

8.2 Termination for Cause

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

8.3 Termination for Convenience

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

9.0 Financial Consequences for Non-Performance:

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

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

Contractor's continued inability to perform under the conditions of the Contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (PUR 7017 form), may result in default proceedings.

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

9.1 Financial Consequences for Failure to Comply with Purchase Order 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 in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Purchase Order will be assessed against Contractor for each submittal of an invoice during the period that Contractor is out of compliance with the Purchase Order. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO at its sole discretion shall determine when Contractor is failing to comply, and DEO at its sole discretion shall determine when Contractor has remedied the failure.

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

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

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

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

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

11.0 Contract Document

The interpretation and performance of this Contract and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include State Term Contract Number 80101500-20-1, the terms and conditions of this solicitation, and any addenda to it, the Contractor's response and purchase order issued as a result of this Request for Quote. This Scope of Work will supersede Contractor's response in the event of any conflicting provisions.

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

DEO reserves the right to issue a Purchase Order as the Contract agreement or may require Contractor to enter into another form of a definitive contract. The Purchase Order will incorporate State Term Contract Number 80101500-20-1, the My Florida Marketplace (MFMP) Purchase Order Terms and Conditions (MFMP), the Scope of Work, and any Attachments and Addenda thereto, and the relevant portions of the awarded Contractor's Response. Any pre-

printed terms and conditions included in the Contractor's forms or invoices shall be null and void.

If there are conflicting provisions between the documents that make up the Contract or Purchase Order, the order of precedence for the documents is as follows:

1. State Term Contract Number 80101500-20-1
2. Scope of Work including any Attachments and Addenda
3. Purchase Order
4. MFMP Purchase Order Terms and Conditions
5. Contractor's Proposal

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