

SCOPE OF WORK

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

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; Florida Department of Management Services' State Term Contract (STC) Management Consulting Services 80101500-20-1; 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 “System.” The System 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 claimants. The System provides online access to apply for benefits, view and track claims, and set up payment information. For employers, the System allows access to respond and protest to inquiries regarding claimants receiving Reemployment Assistance benefits. Additionally, the System allows employers to grant third-party representatives access to perform specific administrative functions.

In response to the impact on the System throughout the COVID-19 pandemic, DEO partnered with a third-party contractor to perform a study to include assessment of the 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 include 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 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 Purpose

DEO is in need of a Contractor to assess and guide the secure architecture, operation, and maintenance of the System, including business and technological components supporting the System, in the context of existing and proposed application modernization efforts. Existing application modernization efforts include application and architectural modifications, migration to cloud infrastructure, updated application development and deployment processes (continuous vulnerability management, DevSecOps, continuous integration and continuous delivery (“CI/CD”) pipeline security, secure software development life cycle (SDLC), etc.), and implementation of identity and access management best practices.

The selected Contractor must be able to assess (via risk analysis, controls assessment, threat modeling, etc.) the security of the existing and proposed System and environment and provide recommended and actionable security controls, along with a proposed implementation roadmap with estimated timelines and milestones, to provide assurance of the confidentiality, integrity, and availability of information processed and stored by the existing and proposed System.

Additionally, the selected Contractor must assess DEO's capabilities, including staff skill sets required to implement the recommendations outlined in the roadmap created pursuant to section 1.3.E. The selected Contractor must also provide a training plan and any additional relevant guidance on improving DEO's capabilities for implementing and maintaining the recommended security controls and methods.

1.2 Scope

1. Contractor shall assess information security risks and threats to the existing and proposed System in the context of migration and modernization efforts, which shall include, but should not be limited to, analysis of:

- A. Infrastructure and platform(s);
- B. System and network architecture;
- C. Development and deployment processes;
- D. Identity and access management processes (including systems, applications, and cloud platforms);
- E. Application and infrastructure vulnerability management; and
- F. the System Security Plan (SSP), as they are proposed to exist at the completion of the System modernization effort.

2. Contractor shall utilize, at a minimum, threat modeling, controls assessment, impact analysis, risk analysis, and skills analysis to develop a roadmap that prioritizes and details the recommended controls and methods to improve the security of the existing and proposed System and environment. The roadmap shall, at a minimum, include the following elements:

- A. Recommended security controls and best practices to address unmitigated threats.
- B. Prioritization of each control and best practice, based on risk and available resources.
- C. Estimated effort, cost, and time required to accomplish all recommendations and methods.
- D. Gap analysis of capabilities necessary to implement all recommendations and methods.
- E. Timelines for each recommendation and a timeframe for the entire roadmap, to include delineation of controls, methods, and best practices that will be in-scope for System modernization efforts and identification of what controls and methods will be out-of-scope, i.e., to be completed post-modernization.
- F. Any dependencies among recommendations and methods with other modernization activities.

1.3 Minimally Required Deliverables/Tasks

Contractor shall perform the tasks and deliver the items below as part of this initiative:

- A. A detailed project plan, which includes at a minimum, a project schedule, tasks, objectives, and anticipated resource needs in order to complete the scope outlined in Section 1.2. The project plan and execution of the project plan must adhere to Chapter 60GG-1, Project Management and Oversight, Florida Administrative Code (FAC). The project plan must be submitted to DEO for review and approval within seven (7) calendar days of execution of the Contract.
- B. Coordinate and host weekly meetings with the DEO Project Manager and stakeholders to provide a status of project completion as it relates to the deliverables and tasks as specified in this Section 1.3. Contractor shall also submit written status reports on a weekly basis to the DEO Project Manager of the work completed identifying the current status of each project deliverable and task as specified in this Section 1.3. The weekly written status reports must detail all activities completed, progress made, and issue and/or risks identified related to completion of the deliverables specified in Section 1.3.
- C. Conduct and write an assessment of security controls report in accordance with Section 1.2.1 of the planned System infrastructure and associated applications, including reviewing proposed software, hardware, architecture, infrastructure, Information Technology Service Management (ITSM) processes, and all other relevant information resources, to recommend appropriate security controls for the existing and proposed System. The assessment of security controls report must incorporate threat identification and risk analysis. The assessment of security controls report must include, at a minimum, a detailed list of recommended security controls, a gap analysis to identify recommended controls not yet in place, threats identified through threat modeling, risks posed, and recommended security controls. Contractor must submit the assessment of security controls report to DEO for review and approval within 45 business days of execution of the Contract.
- D. Conduct and write a skills and capabilities assessment and gap analysis report detailing the current DEO staff skills and capabilities to implement the recommended security controls identified in the assessment report created in accordance with section 1.3.C. The skills and capabilities assessment and gap analysis report must identify findings by reviewing staff, tools, and processes to determine gaps, if any, in DEO's ability to implement and maintain the implemented and unimplemented security controls. Contractor must submit the assessment and gap analysis report to DEO for review and approval within 60 business days of execution of the Contract.
- E. A security controls implementation roadmap, in accordance with Section 1.2.2., with timeline(s) and milestones for implementation of all recommended security controls, with prioritization, considering known risks, including time, financial, and security risks, DEO's current and expected capabilities, and timelines and resources associated with the modernization effort. The security controls implementation roadmap must clearly delineate activities which are planned to be completed as part of the modernization effort versus future modernization effort. Contractor must submit the security controls implementation roadmap to DEO for review and approval within 75 business days of execution of the Contract.
- F. Contractor shall complete and submit a detailed training and capabilities improvement plan to DEO for review and approval within 90 business days of the execution of the Contract. The training and capabilities improvement plan must include an execution timeline and account for resource constraints, the results of the assessments identified in Sections 1.3.C and 1.3.D., identify specific areas in need of training, training topics, and

any additional capability improvements DEO may need including but not limited to implementation of tools and processes. The training plan must also include implementation of tools and processes that are needed to facilitate the execution of the security controls implementation roadmap identified in Section 1.3.E.

- G. Contractor will assist DEO with the following Management Consulting Services:
1. Advise DEO Management on areas of concern, and propose solutions to mitigate risk(s).
 2. Manage all logistics, including scheduling requests for information and meetings to minimize the impact on ongoing DEO operations and DEO staff resources.
 3. Provide regular status updates to DEO throughout the duration of the project and Contract.
 4. Host a daily phone call, or a different frequency as requested and approved by DEO, with the DEO Project Manager to report on the progress of all tasks and deliverables.
 5. Respond to inquiries or requests from DEO within one (1) business day.
 6. If additional time or extension is needed for a task, Contractor must submit an extension request to the DEO Contract Manager with written justification for requesting the extension, and provide an estimated timeline of completion, and must have written approval from the DEO Contract Manager prior to commencing work.
 7. At the end of the Contract period, provide final copies of all reports in electronic format, as approved by DEO, for archive purposes to DEO.

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

Deliverable #1: Project Plan		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide project plan, as specified in Section 1.3 of this Scope of Work.	<p>Contractor shall complete and submit to DEO a detailed project plan in accordance with Section 1.3.A., which must be approved by DEO.</p> <p>The project plan shall be provided to DEO no more than seven (7) calendar days after Contract execution.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to meet the Minimum Acceptance Criteria will result in a financial consequence 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: Host Weekly Meetings		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall host weekly meetings with DEO identifying project completion as it relates to the project deliverables and tasks, as specified in Section 1.3.B. of this Scope of Work.	<p>Contractor shall host weekly meetings with DEO in accordance with Section 1.3.B.</p> <p>Contractor must provide one (1) monthly invoice evidenced by submission of weekly progress reports detailing the requirements specified in Section 1.3.B. for the invoice period.</p> <p>Completion of this deliverable is based on review and approval by DEO in order to be payable.</p>	Failure to meet the Minimum Acceptance Criteria will result in a financial consequence of 5% of the total Contract amount per weekly meeting not attended, coordinated, or led by Contractor.

Deliverable #3: Assessment of Security Controls Report		
Description	Minimum Acceptance Criteria	Financial Consequences
<p>Contractor shall conduct and provide an assessment report of security controls for the planned System infrastructure and associated applications, as specified in Section 1.3.C. of this Scope of Work.</p>	<p>Within 45 business days of execution of this Contract, Contractor shall conduct, write, and submit a detailed assessment of security controls report in accordance with Section 1.3.C. to DEO.</p> <p>Contractor must provide one (1) monthly invoice evidenced by submission of the detailed assessment as reviewed and approved by DEO.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to meet the Minimum Acceptance Criteria will result in a financial consequence of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.</p>

Deliverable #4: Skills and Capabilities Assessment and Gap Analysis Report		
Description	Minimum Acceptance Criteria	Financial Consequences
<p>Contractor shall conduct and provide a skills and capabilities assessment and gap analysis report of current DEO skills and capabilities to implement recommended security controls as specified in Section 1.3.D. of this Scope of Work.</p>	<p>Within 60 business days of Contract execution, Contractor shall conduct, write, and submit a detailed skills and capabilities assessment and gap analysis report in accordance with Section 1.3.D. to DEO.</p> <p>Contractor must provide one (1) monthly invoice evidenced by submission of the detailed assessment as reviewed and approved by DEO.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	<p>Failure to meet the Minimum Acceptance Criteria will result in a financial consequence of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.</p>

Deliverable #5: Security Controls Implementation Roadmap		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide a security controls implementation roadmap, with timeline and milestones, as specified in Section 1.3.E. of this Scope of Work.	<p>Within 75 business days of execution of this Contract, Contractor shall complete and submit a security controls implementation roadmap in accordance with Section 1.3.E. to DEO.</p> <p>Contractor must provide one (1) monthly invoice evidenced by Roadmap document as reviewed and approved by DEO.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to meet the Minimum Acceptance Criteria will result in a financial consequence of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

Deliverable #6: Training and Capabilities Improvement Plan		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide a training and capabilities improvement plan, as specified in Section 1.3.F. of this Scope of Work.	<p>Within 90 business days of execution of this Contract, Contractor shall complete and submit a detailed training and capabilities improvement plan in accordance with Section 1.3.F. to DEO.</p> <p>Contractor must provide one (1) monthly invoice evidenced by Roadmap document as reviewed and approved by DEO.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to meet the Minimum Acceptance Criteria will result in a financial consequence of 5% of the total Contract amount per day for each business day, not excluding holidays, Contractor is delinquent past the due date.

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 the 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. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

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

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

2.1 Background Screenings

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

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

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

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

All costs incurred in obtaining background screening shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO and will be maintained by DEO. DEO's Contract Manager will provide written

approval/disapproval of the Contractor's employees, agent, or subcontractor to the Contractor. Contractor employees, agents, or subcontractors are prohibited from performing any work under this 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 employees, agents, or subcontractors assigned to this Contract.

2.2 Staffing Changes

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

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

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

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

2.4 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this Contract with DEO if, at the time of bidding on, submitting a proposal for, or entering into or renewing

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

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

2.5 Antitrust Violations

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

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.

DEO designates as its Project Manager, Falcon Street, who can be contacted by telephone at (850)245-7313 or by email at falcon.street@deo.myflorida.com.

4.0 Contract Period

The Contract period is expected to begin upon execution and remain in effect until June 30, 2022. The selected Contractor is expected to be able to assume the responsibilities outlined herein upon execution of the Contract.

DEO reserves the right to renew the contract resulting from this solicitation. Renewal of this Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. Renewal shall be limited to an additional term not to exceed one (1) year. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

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 upon completion of each deliverable 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 invoices after delivery and acceptance of services.

To be payable:

- A. Invoices shall contain the state contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number, and the invoice period.
- B. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each STC position, STC job title and the tasks that were provided during the invoice period.
- C. Invoices must include all supporting documentation as identified in Section 1.4 where payment for each referenced deliverable is required.
- D. Invoices must be accepted and approved by DEO.

Travel expenditures, which are inclusive of travel, lodging and per diem expenses, and any other costs associated with travel must be incorporated into the hourly rates provided and the total Contract amount. 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 (Project Plan)	\$
Deliverable 2 (Host Weekly Meetings)	\$
Deliverable 3 (Assessment of Security Controls Report)	\$
Deliverable 4 (Skills and Capabilities Assessment and Gap Analysis Report)	\$
Deliverable 5 (Security Controls Implementation Roadmap)	\$
Deliverable 6 (Training and Capabilities Improvement Plan)	\$

Total: \$

DEO’s performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Legislature. See section 287.0582, F.S. DEO shall be the final authority as to the availability of funds for this Contract and as to what constitutes an “annual appropriation” of funds to complete this Contract.

6.0 Confidentiality and Safeguarding Information

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

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

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

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

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

Continued Contractor inability to perform under the conditions of the contract, via the established Complaint to Vendor process, per Rule 60A-1.006 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 this Contract, Contractor shall pay to DEO financial consequences for such failures, unless DEO, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Contract will be assessed against Contractor for each submittal of an invoice during the period that Contractor is out of compliance with the Contract. 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 the Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include the terms and conditions of this solicitation, and any addenda to it, Contractor's response, the contract issued as a result of this Request for Quote, STC Number 80101500-20-1, DEO Vendor Core Contract, Purchase Order terms and conditions, and MyFloridaMarketPlace terms and conditions (MFMP).

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

DEO reserves the right to issue a Purchase Order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The Purchase Order will incorporate STC Number 80101500-20-1, MFMP terms and conditions, this Scope of Work and any Attachments and Addenda thereto, and the relevant portions of the awarded Contractor's Response. Any pre-printed Purchase Order terms and conditions included in the Contractor's forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the Purchase Order, the order of precedence for the documents is as follows:

- A. STC Number 80101500-20-1
- B. Scope of Work including any Attachments and Addenda
- C. Purchase Order
- D. MFMP Terms and Conditions
- E. Contractor's Response

12.0 Governing Laws

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

conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

13.0 Submission of Responses

Responses must be submitted electronically through MFMP sourcing. Respondents must submit a cost response by completing Attachment 1, Cost Response, in its entirety. DEO will award the Contract to the response that is deemed to be the best overall value to the state.

**ATTACHMENT 1
COST REPLY**

The Cost Reply shall include a proposal for a pricing approach for each corresponding job title, estimated hours, and hourly rate to provide all services and deliverables specified in this Contract. Respondents must include pricing not to exceed the State Term Contract Maximum Hourly Rate. Respondents must also include renewal pricing not to exceed the State Term Contract Maximum Hourly Rate.

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	\$	\$		\$

The Cost Reply shall also include a proposal for a pricing approach to complete each deliverable within the original term of the Contract, as well as a pricing approach relevant to a contract renewal term for one (1) year.

Deliverable	Original Term Cost	Renewal Term Cost
Deliverable 1 (Project Plan)	\$	
Deliverable 2 (Host Weekly Meetings)	\$	
Deliverable 3 (Assessment of Security Controls Report)	\$	
Deliverable 4 (Skills and Capabilities Assessment and Gap Analysis Report)	\$	
Deliverable 5 (Security Controls Implementation Roadmap)	\$	
Deliverable 6 (Training and Capabilities Improvement Plan)	\$	