

## SCOPE OF WORK

A Purchase Order will be issued between the State of Florida, Department of Economic Opportunity, hereinafter referred to as “DEO” and \_\_\_\_\_, hereinafter referred to as “Contractor.”

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; State Term Contract (STC) 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 General Description and Purpose of this Request for Quote (RFQ)

DEO is in need of a Contractor with experience in providing communications consulting services for public sector information technology projects, per STC # 80101500-20-1, for the Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Transformation project, which is part of the overarching Reemployment Assistance Modernization Program. Communications consulting services will result in a modernized Reemployment Assistance program and Reemployment Assistance Claims and Benefits Information System (hereinafter referred to as “the System”) communications and informational materials that will be used by Reemployment Assistance claimants, DEO staff, employers and TPAs, and DEO stakeholders.

Communications services must achieve the following objectives, at a minimum:

1. Improved Reemployment Assistance services and service delivery.
2. Minimized System and Reemployment Assistance process complexity and service delivery time.
3. Improved quality of Reemployment Assistance services.
4. Increased transparency for System users, including claimants and employers.
5. Reduced time to complete an application for Reemployment Assistance benefits.
6. Adoption of plain language that is available in English, Spanish, and Haitian Creole.
7. Adoption of best practices from similar System environments.

### 1.1 Background

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

In response to the impact on the System throughout the COVID-19 pandemic, DEO partnered with a third-party contractor to perform a study to include assessment of the Reemployment Assistance Benefits Information 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. The goals of the Reemployment Assistance Modernization Program are to:

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

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

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

Project Name	Description
<b>Infrastructure</b>	
Cloud Migration	Complete planning for remaining migration, readiness activities, and migration of the System's infrastructure from the State Data Center and Disaster Recovery sites to a Cloud Service Provider using an Internet as a Service hosting model. Included within the migration project is the selection and implementation of a new document storage solution and document generation solution.
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.
Cloud Contact Center as a Service	Replace or migrate the current Reemployment Assistance Customer Service Center solution with a cloud-based contact center solution. The new solution should be able to replace the current phone system and Interactive Voice Response system. This project was previously included in the Cloud Migration project identified in the Final Report.
SDLC - DevOps	Ensure the completeness and correctness of the application design documentation, related artifacts, and dataflow diagrams for the System, ensure that a process is in place that aligns the System's functionality with management's business requirements, including secure development best practices (DevSecOps, SSDLC), and integrate the new DevOps environment with ServiceNow.
<b>Software</b>	
.NET and ORM Upgrade	Establish a solid architectural basis in support of continuous system modernization by upgrading the System application to the latest version of the .NET Framework and defining a new architecture based on .NET Core and upgrade the Object Relational Mapping software to the most current version.
SOA and API Layer	Establish a solid architectural basis in support of the continuous modernization by defining a new architecture based on .NET Core, Web API framework, and a service-oriented architecture for the modernized System application.
Rules Engine	Establish a subset of business rules into a user-visible and user-maintainable business rules engine that will allow for additional rules to be established during continuous modernization. This will allow both maintaining business rules and developing new business rules without requiring code changes and subsequent deployments.

Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Software Transformation	Establish an agile and incremental solution to provide mobile-responsive user interfaces for all System users and claims processing workflows that interfaces with or is integrated within the existing System and can be further enhanced in the future to enable reengineered business processes, to streamline all Reemployment Assistance claim information and claimant and employer data.
Systems and Software Integration Procurement	Procure the contractual services of a third-party System and Software Integration services provider with experience in strategic planning, design, development, and integration for large multi-component system modernization efforts.
Strategic Planning Office	Enable DEO to maintain focus and direction across all projects within the program. Serves as a single point of contact for budget, scope, and status reporting.
Independent Verification and Validation Procurement	Procure the contractual services of a third-party consulting firm with experience in conducting Independent Verification and Validation assessments to provide these services for the Reemployment Assistance modernization and mobile-responsive transformation project.
Reemployment Assistance Help Center	Includes the development of a front-end website that is a one-stop site for citizens/claimants to find answers to commonly asked questions and to enable easy navigation through all Reemployment Assistance processes and related documentation. Phase one of this project is limited to informational and navigational web page content development. Phase two of this project includes citizen master data management and data analytics to ensure that citizens have a complete view of all their current and historical information. This project was closed out in December 2021.
<b>Data and Analytics</b>	
Data Warehouse	Establish a cloud-hosted data warehouse designed for reporting purposes. The warehouse will establish a single source of truth for customers, be independent of batch cycles, and maintain historical transactions. This project was closed out in January 2022.
Reporting Project	Rewrite all system reports and write any additional reports, as requested, using the existing data warehouse as a source of reporting data.
Archival and Purge Project	Establish a process and execute archival and purge of data in both the production database and file store.
Master Data Management and Interoperability Project	Create a data catalog and data dictionary to enable standardization of data elements and interoperability across business units and other Departments per Florida Digital Services (FLDS) and section 282.206, F.S., requirements.
<b>Security</b>	
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.
Identity Management and Access Control Project	Acquire and integrate an identity and access management control service for utilization by all users of the System. This project includes the updating of identity management policies and procedures as well as any necessary migration of existing user accounts and roles to the new service.
Security Architecture Audit Services Project	Perform a technical audit consisting of a system, platform, application, and network hardening review, including a penetration testing engagement with scope involving, at a minimum, all application user and administrative interfaces, a sampling of all application environments and tiers, critical application infrastructure, access management platform, and staff resources.

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

The selected Contractor will be responsible for orchestrating and coordinating activities to ensure DEO’s selected vendor for the Incremental Customer Experience (CX)/User Experience (UX) Mobile-Responsive Software Transformation project (hereinafter referred to as “the CX/UX Project”) is equipped with optimized, mobile-responsive, external-facing screen content to ensure successful implementation of the CX/UX Project via the activities and deliverables detailed in Section 2.0 and Section 3.0. DEO formally launched the Reemployment Assistance Modernization Program in July 2021 and has made several significant strides across multiple projects. For more information about the status of each in-flight project, please visit the [Reemployment Assistance Modernization Program website \(www.floridajobs.org/RAModernization\)](http://www.floridajobs.org/RAModernization).

**1.2 The Federal/State Unemployment Insurance Program**

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

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

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

Federal and State governments have a shared responsibility for administering the program in all fifty (50) states, District of Columbia, Puerto Rico, and Virgin Islands. Each state legislates its own tax structure,

qualifying requirements, benefit levels, and disqualification provisions. However, State law must conform to federal requirements. The U.S. Department of Labor (USDOL) ensures that state laws meet all requirements for approval. Therefore, any solutions selected by DEO must meet Federal requirements and allow modifications specific to Florida.

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

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

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

The System is primarily developed in .NET using an Oracle database, and it resides within the State Data Center. The System is based on the Unemployment Framework for Automated Claim and Tax Services system (uFACTS), which is also deployed in Massachusetts and New Mexico. As a result, a reduced-scope solution was deployed in 2013. Since the deployment, DEO has been focused on resolving a backlog of technical issues and adding required functionality while accumulating technical debt across 75 proprietary products that make up the System. The System covers today's basic needs, but workarounds, including manual databases, spreadsheets, tickler lists, and desk procedures have been put in place to keep up with changes. It is critical for DEO to be able to improve the timely delivery of Reemployment Assistance benefits to effectively serve eligible claimants.

The following are examples of challenges with the current System:

1. System modifications are difficult and lengthy to provide, and System maintenance requires extensive programming to incorporate changes for basic items such as correspondence letters.
2. Significant parts of the System's processing are performed in batch mode overnight, lessening responsiveness and timeliness to customers.
3. Offers minimum self-service functionality.
4. Not customer centric.
5. Not mobile-friendly or responsive for mobile devices.
6. Applications have been continually updated because of mandated legislative and USDOL changes, which has made the System difficult to maintain from a programming perspective.
7. Cost of maintaining the applications is high due to the complexity of the data structures and code constructs, as well as the hardware.

8. As a result of the increased volume and data, DEO has suspended the use of any proactive campaigns and SMS messaging advising claimants of recent payments, reminders to claim weeks or fact finding, appeals hearings, and disabled virtual IVR self-service capabilities.

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

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

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

Any contract award remains subject to the restrictions placed on actual or potential organizational conflicts of interest as described in Chapter 48 Code of Federal Regulation (CFR) and Section 287.057(17), Florida Statutes.

#### **1.5 Summary of Requested Services**

DEO is in need of a Contractor to provide communications services that will directly support the Incremental CX/UX Mobile-Responsive Transformation project, which is part of the overarching Reemployment Assistance Modernization Program. Communications services will result in modernized Reemployment Assistance program and System communications and informational materials (hereinafter referred to as "the Modernized Communications Project") that will be used by Reemployment Assistance claimants, DEO staff, employers and TPAs, and DEO stakeholders.

Communications services include analyzing, updating, drafting, and optimizing the System's screen content, determination letter content, notices, and any other materials identified by DEO to create intuitive, customer-centric content, as well as a process map for the System's content navigation.

Communications services also includes the development of informational materials that will foster usability of the System and other external communications materials that will promote the modernized System which will become available in June 2023. Informational and external communications materials include, but are not limited to, content available online at [www.floridajobs.org](http://www.floridajobs.org), handbooks, user guides, Frequently Asked Questions (FAQs), one-pagers, videos, press releases, and social media content.

#### **2.0 Project Scope**

The following tasks and deliverables are required for the Modernized Communications Project. These deliverables are also the invoice points, which are described separately in Section 3.0. Throughout the Contract term, Contractor will work in partnership with DEO, DEO's Strategic Planning Office (SPO), DEO's Systems Software Integrator (SSI), and DEO's Independent Verification and Validation (IV&V) vendor. Contractor will also work with vendors providing products and services for the modernized System.

## **2.1 Project Management**

1. Contractor shall be responsible for the project planning and setup activities and work products necessary to complete the initial planning and setup tasks for the Modernized Communications Project, in coordination with the DEO Project Manager assigned to the Modernized Communications Project and DEO's SPO. DEO's SPO will provide governance, change management, and standardized project management templates, activities, and timelines at or near Contract execution.
2. Contractor shall use ServiceNow to conduct project management activities, including but not limited to, schedule management, risk/issue management, logging decision points and action items, and resource allocation needs.
3. Contractor shall provide, at a minimum, one (1) Project Manager dedicated full-time to the Modernized Communications Project.

### **2.1.1 Plan and Conduct a Project Kick-off Meeting**

1. Contractor shall conduct a kick-off meeting at a location and time selected by DEO within 10 calendar days of Contract execution to introduce Contractor and DEO staff and provide a common understanding of the Modernized Communications Project scope and approach with DEO stakeholders.
2. Contractor shall create the agenda and presentation materials. Contractor will provide draft materials to DEO for approval a minimum of five (5) business days prior to the meeting. DEO will approve the agenda and presentation materials before the meeting.
3. Contractor shall create meeting minutes to document the meeting. DEO will approve the meeting minutes, and the Contractor will distribute meeting minutes to all DEO stakeholders.

### **2.1.2 Develop a Detailed Project Management Plan**

1. Contractor shall develop a Project Management Plan ("Project Plan") that manages the Modernized Communications Project scope, schedule baselines, change management, communications, and costs in coordination with DEO's SPO. The Project Plan must:
  - a. Follow the prescribed methods of the Project Management Body of Knowledge® (PMBOK) Guide (Fifth Edition).
  - b. Adhere to the standard operating procedures established by DEO's SPO.
  - c. Describe the techniques for measuring Modernized Communications Project performance and progress in an objective manner.
  - d. Detail all management processes, procedures, and controls for Modernized Communications Project management processes including quality management, communication management, performance management, and risk management.
  - e. Include a Staffing Plan. The Staffing Plan must:
    - i. Be created in collaboration with DEO.
    - ii. Include both Contractor and DEO resources.
    - iii. Provide a detailed organizational chart for Contractor staff dedicated to the Modernized Communications Project, including a resource-loaded chart.



Contractor shall describe its contingency plans for managing the staff and additional staff, if necessary, to ensure that Modernized Communications Project deadlines are met.

- iv. List all roles, responsibilities, knowledge, skills, and abilities for Contractor and Contractor's staff and DEO staff working on the Modernized Communications Project.
  - v. Detail the percent of time and duration for each DEO staff person. Note: DEO staff will not always be 100% available during the Modernized Communications Project, as current operations must be maintained.
  - vi. Incorporate DEO's review and approval of any proposed replacements to Contractor's key staff.
  - f. Align with and demonstrate the prioritization of the activities/Modernization Projects targeted by DEO for prioritization, where applicable.
  - g. Identify and describe any assumptions or constraints identified by the Contractor, both in developing and completing the Project Plan.
  - h. Establish key performance indicators for the Modernized Communications Project based on DEO's vision and process objectives.
  - i. Clearly detail the Modernized Communications Project's critical path and critical path tasks for tracking and reporting purposes.
  - j. Include all tasks, deliverables, Modernized Communications Project status reports, milestones, dependencies, timelines, due dates, and resources (e.g., Contractor, DEO staff, stakeholders) necessary to complete the Modernized Communications Project.
  - k. Consider the proper sequencing of the work required to result in a successful Modernized Communications Project that can be completed within the Contract term.
  - l. Be published in PDF format at intervals agreed upon by DEO.
  - m. Be approved by DEO in writing prior to its implementation.
2. Contractor shall measure performance during Modernized Communications Project execution according to the Project Plan and manage changes to the Modernized Communications Project schedule as appropriate or as requested by DEO. When tasks are complete, the Contractor must seek written acceptance from DEO for each task and formal written acceptance of each deliverable.
  3. Contractor shall maintain the Project Plan, as approved by DEO. Contractor will modify the Project Plan throughout the Modernized Communications Project, with DEO approval, by updating it to reflect the evolving priorities and resources.

**2.1.3 Create a Project Schedule**

1. Contractor shall create a Project Schedule that includes a critical path method diagram, indicating the interrelationships between sub-tasks, and a Gantt chart, showing the duration estimates (planned start and end dates) of each task and subtask.
2. Contractor shall develop and maintain a Project Schedule of record, which must be submitted to and approved by DEO's SPO and maintained in ServiceNow. Any proposed changes to the approved Modernized Communications Project schedule of record must be submitted to DEO's SPO for approval prior to the changes going into effect.
3. Contractor shall develop and maintain a separate working Project Schedule to assist with Modernized Communications Project planning activities.
4. Contractor shall develop and maintain all working or draft Project Schedules in Microsoft Project, or another software tool and version approved by DEO (e.g., ServiceNow).
5. Contractor shall make a record of all major tasks, milestones, and deliverables associated with the Modernized Communications Project in the Project Schedule. Any task or subtask that requires more than eight (8) hours or one (1) workday to complete by either the Contractor or DEO must show an accurate estimation of the work and resources required to complete the Modernized Communications Project.
6. Contractor shall ensure Project Schedules for all deliverables provide adequate review time by DEO, revision time if needed, and subsequent review time by DEO.
7. Contractor shall report Project Schedule variance to DEO's SPO. Contractor must work with DEO's SPO to address any variance in a manner that ensures overall completion of the Modernized Communications Project within schedule constraints to measure the magnitude of variance from the schedule baseline. The variance analysis shall be performed at the task level, based on the percentage completion of the task and the actual number of hours or days worked on the task. DEO will work with Contractor to approve fast tracking or reallocation of resources, as necessary.
8. Contractor shall consider the proper sequencing of the work required to result in a successful Modernized Communications Project that can be completed within the due dates specified in the Contract.

**2.1.4 Submit Project Status Reports**

1. Contractor shall submit written Project Status Reports in a format approved by DEO on a weekly basis upon Contract execution and attend status meetings on a schedule approved by DEO. Project Status Reports shall include:
  2. Accomplishments, critical issues, personnel utilized, and items planned for the next reporting period.
  3. Summaries of schedule performance and budget performance to compare actual Modernized Communications Project performance with plan(s).
  4. Activities completed in the preceding reporting period, including minutes from the prior meeting.
  5. A summary of issues that need to be resolved.
  6. The status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.

7. The status of each task in the Project Schedule that is in progress or overdue.
8. Schedule variance, which includes showing the earned value of the work completed and the planned value of the work completed. The variances shall be calculated individually for each Project phase and for the Modernized Communications Project in total and will be accompanied by a trend analysis.
9. Weekly, monthly, and quarterly status reports summarizing data from the agreed upon interval (e.g., weekly) reports, including financial information related to expenses and billings.
10. Executive summaries for presentation to DEO management and Modernized Communications Project oversight bodies.
11. Contractor shall attend, either virtually or in-person, monthly Contractor meetings hosted by DEO and provide a Modernized Communications Project status report that includes, but may not be limited to:
  - a. Activities completed in the preceding reporting period.
  - b. Activities planned for the next reporting period.
  - c. Any pertinent Modernized Communications Project risks or issues.

## **2.2 Documentation Review**

1. Contractor shall review all existing external-facing documents and communications used for the Reemployment Assistance program. These documents and communications include but are not limited to:
  - a. Rationale templates used in notices and determinations (approximately 1,400 rationales and 549 templates currently) to claimants, employers, and TPAs.
  - b. Applications.
  - c. Handbooks.
  - d. Guides.
  - e. FAQs.
  - f. External facing messages.
  - g. System screens, including pop-up screens and prompts (approximately 650 currently).
  - h. Website content.
  - i. Forms.

## **2.3 Content Design Sessions**

1. Contractor shall conduct content design sessions with subject matter experts, as identified by DEO, to discuss existing screen content and specifications and the development of updated external-facing System screen content and specifications.
2. Contractor shall prioritize content design sessions for the System's screen content. DEO reserves the right to prioritize all documents and communications specified in section 2.2.

3. Contractor shall:
  - a. Identify and schedule facilitated content design sessions on-site at DEO premises or virtually to confirm and clarify all System screen content designs and specifications, including opportunities to consolidate screen content and requests for duplicative data to reduce the time it takes to apply for Reemployment Assistance benefits or manage an existing Reemployment Assistance claim.
  - b. Facilitate content design sessions with DEO staff and any other entities identified by DEO and document the purpose and results from each content design session.
  - c. Schedule content design sessions in a manner that ensures subject matter expert attendance.
  - d. Ensure the content design sessions are well organized and address the System's screen content and screen content navigation process map, including opportunities to consolidate screen content and requests for duplicative data to reduce the time it takes to apply for Reemployment Assistance benefits or manage an existing Reemployment Assistance claim, that invited subject matter experts can evaluate and define.
  - e. Ensure the content design sessions are led on-site (preferred) or virtually by a seasoned facilitator.
  - f. Prepare and submit content design session minutes for approval by DEO prior to distribution.
  - g. Follow-up on any action items.
4. Contractor shall participate in content design sessions facilitated by DEO's selected vendor for the Incremental CX/UX Mobile-Responsive Transformation project to ensure content is being properly utilized.

#### **2.4 Logo Development and Brand Guidelines**

1. Contractor shall develop a comprehensive Modernized System Brand Manual that complements, but does not replace, DEO's Brand Manual, and establishes key graphic elements for the Modernized System to create a visual personality and a brand identity that is easily recognizable by a broad external audience across all platforms.
  - a. The Modernized System Brand Manual must include:
    - i. DEO's Vision, Mission, and Guiding Principles.
    - ii. A logo.
    - iii. A color palette.
    - iv. Typography.
    - v. Guidelines.
  - b. The Modernized System Brand Manual must be made available in digital files in downloadable folders in both .AI and .PDF, and in any other format requested by DEO.
2. Contractor shall analyze DEO's Brand Manual, which will be made available to Contractor at or near Contract execution, to ensure integration of DEO's brand with the Modernized System Brand Manual.

3. Contractor shall develop and include a new name, as approved by DEO, for the Modernized System in the Modernized System Brand Manual. Contractor shall ensure the name is not trademarked.
4. Contractor shall develop and provide a URL for the Modernized System in the Modernized System Brand Manual.
5. Contractor shall develop and include a logo, as approved by DEO, for the Modernized System in the Modernized System Brand Manual. The logo must:
  - a. Include a mark and logotype.
  - b. Include primary full color long, primary reverse long, primary full color short, and primary reverse short variations.
  - c. Include logo, mark, and logotype variations, including watermarks, minimum-sizes, and color and background variations.
  - d. Include a profile image for relevant Social Media platforms.
  - e. Be made available in digital files in downloadable folders containing all the following files in their corresponding formats:
    - i. Original Logo: .PNG, .JPEG, .PDF, .SVG, and .AI.
    - ii. Black and White Logo: .PNG, .JPEG, .PDF, .SVG, and .AI.
  - f. Be approved by DEO.
6. Contractor shall develop and include icons, as requested by DEO, for the Modernized System in the Modernized System Brand manual. The icons must:
  - a. Include variations, such as watermarks, minimum-sizes, and color and background variations.
  - b. Be made available in digital files in downloadable folders containing all the following files in their corresponding formats:
    - i. Original icons: .PNG, .JPEG, .PDF, .SVG, and .AI.
    - ii. Black and White icons: .PNG, .JPEG, .PDF, .SVG, and .AI.
  - c. Be approved by DEO.
7. Contractor shall develop and include a color palette for the Modernized System in the Modernized System Brand Manual. The color palette must include:
  - a. Hex, CMYK, and PANTONE codes for a primary color palette, including alternative background colors.
  - b. Hex, CMYK, and PANTONE codes for a secondary color palette, including alternative background colors.
  - c. Gradients.
  - d. Matching equivalents of the Modernized System's official colors across all touchpoints, including print (coated, uncoated, PANTONE, and process), and online media.

8. Contractor shall establish typography for the Modernized System in the Modernized System Brand Manual. The typography must include:
  - a. Official, supportive, and alternate fonts.
  - b. Primary and secondary typefaces.
  - c. Alternate typefaces.
  - d. Applying type information for all applications.
9. Contractor shall establish guidelines for the Modernized System Brand Manual. The guidelines must include usage permissions for the logo, color palette, and typography requirements listed in this section 2.4.
10. Contractor shall provide the Modernized System Brand Manual in a downloadable folder in Microsoft Word, .AI, and .PDF, and in any other format requested by DEO.

## **2.5 Plain Language Development and Translation**

1. Contractor shall draft and edit the content for the documents and communications identified in section 2.2 and develop any other content as identified or requested by DEO. The content created by Contractor shall be in plain language that the public, including claimants, employers, and TPAs, can easily read, understand, and use. The goals for drafting the content in plain language are to:
  - a. Improve the public's understanding of the Reemployment Assistance program's communications.
  - b. Reduce the need for the public to seek clarification from DEO staff.
  - c. Improve public understanding of program requirements and thereby assist the public in complying with the requirements.
  - d. Improve public understanding of DEO forms and applications and thereby assist the public in completing them.
  - e. Reduce the number of errors that are made and thus the amount of time and effort that DEO and the public need to devote to correcting those errors.
2. Contractor shall:
  - a. Ensure the content is consistent with the provisions cited to in state and federal law, including but not limited to the Plain Writing Act of 2010.
  - b. Incorporate:
    - i. Behavioral strategies best practices provided in the National Association of State Workforce Agencies' Behavioral Insights Toolkit at: <https://library.naswa.org/bitoolkit>.
    - ii. USDOL lessons learned for using plain language for unemployment applications at: <https://www.dol.gov/agencies/eta/ui-modernization/plain-language>.
    - iii. Guidance provided by USDOL in Unemployment Insurance Program Letter No. 02-16 at: [https://www.dol.gov/sites/dolgov/files/ETA/advisories/UIPL/2015/UIPL\\_02-16.pdf](https://www.dol.gov/sites/dolgov/files/ETA/advisories/UIPL/2015/UIPL_02-16.pdf).

- c. Follow the prescribed methods of the latest available version of the Associated Press Stylebook.
- d. Ensuring compliance with section 508 of the Rehabilitation Act, as amended, and the Americans with Disabilities Act (ADA), as amended.
- e. Use consistent language/verbiage on all external-facing documents and communications used for the Reemployment Assistance program. These documents and communications include, but are not limited to:
  - i. Rationale templates used in notices and determinations (approximately 1,400 rationales and 549 templates currently) to claimants, employers, and TPAs.
  - ii. Applications.
  - iii. Handbooks.
  - iv. Guides.
  - v. FAQs.
  - vi. External facing messages.
  - vii. System screens, including pop-up screens and prompts (approximately 650 currently).
  - viii. Website content.
  - ix. Forms.
- f. Not use unnecessary complicated terminology or technical terms. If complicated terminology or technical terms must be used, Contractor shall provide explanations and definitions to ensure the individual is able to understand the terminology or technical term.
- g. Ensure the content is clear, concise, and well-organized.
- h. Ensure the content avoids jargon, redundancy, ambiguity, and obscurity.
- i. Use words that clearly denote meaning without emotion, implied references, or vagueness.
- j. Avoid the use of abbreviations, mnemonics, and acronyms, unless the acronym is defined, widely used, and understood.
- k. Draft content that avoids vagueness, unnecessary complexity, emotion, or implied references to make it easier for claimants, employers, TPAs, and the public to understand the information presented.
- l. Avoid using contractions.
- m. Ensure any error messages are precise and specific and are not accusatory or alarming.
- n. Use ordered lists to indicate step-by-step instructions for both visual and audio deliverables.
- o. Be informative while maintaining a positive tone.
- p. Use a consistent writing style and tone.

- q. Write legal- and program content in clear, understandable text, avoiding jargon or obscure terminology.
  - r. Use title case capitalization for navigation, menus, button labels, and headers, and use sentence case capitalization for all other text.
  - s. Use consistent and easy to understand formatting for numbers, dates, and other information across all concerns, e.g., MM/DD/YYYY for dates, Negative numbers use leading hyphen, etc.
  - t. Use active voice for general content when instructing users or for user actions.
  - u. Use passive voice for headlines, subheadings, captions, links, and bulleted lists.
3. Contractor shall translate all documents and communications identified in section 2.2 to both Spanish and Haitian Creole.
  4. Contractor shall provide all content in downloadable folders in Microsoft Word, .AI, and .PDF, and in any other format requested by DEO.

## **2.6 System Content and Specifications**

1. Contractor shall style existing screen content to enable immediate user improvements. Styling existing screen content includes:
  - a. Utilizing the plain language developed according to the specifications in section 2.5
  - b. Arranging navigation lists in groups of no more than 10 to not overwhelm the user or lose links below the fold.
  - c. Limiting displayed hierarchy to two levels, consisting of the category and subcategory.
  - d. Using sequential or wizard navigation when a multi-step process must be addressed or completed.
  - e. Using italics sparingly and only for emphasis.
  - f. Using underlining only for text that is clickable, such as links, hyperlinks, and URLs.
  - g. Grouping common data elements and controls using proximity, color, and/or borders.
  - h. Employing consistent capitalization to increase perceived reliability of the information.
  - i. Avoiding duplicating content.
  - j. Identifying fields that could be auto populated.
  - k. Identifying data that must be entered in a specific format and specifying the format for each data element, including calendar dates, addresses (domestic and international), etc.
  - l. Identifying data entry error points and providing other selective interactive control options, such as checkboxes, dropdown, radio buttons, etc.
  - m. Developing descriptive labels, written in plain language, to inform the user about what data is being requested.
  - n. Identifying required fields using both color and symbol.
  - o. Providing default selections or values for drop-down lists when appropriate.



- p. Identifying when multiple selections are used frequently and utilizing list checkboxes to select content.
- q. Ordering all lists alphabetically and numerically, including for drop-down lists.
- r. Describing link destinations using plain language.
- s. Identifying where responses could be standardized using drop-down menu lists or a similar approach.
- t. Including all data elements required by state and federal laws and identified by DEO.
- u. Identifying when non-applicable choices should be disabled during data entry.
- v. Including a navigational menu.
- w. Ensuring link and tab labels must be short, predictable, and in plain language.
- x. Including descriptive page headings.
- y. Avoiding unnecessary navigation for the user to complete a task.
- z. Developing form field hints.
- aa. Placing the most important information in the largest area of the screen.
- bb. Bringing attention to important information.
- cc. Displaying all critical information, navigation, content, links, and graphics above the fold.
- dd. Making it clear when information exists below the fold using techniques such as partial design elements, text peek, or other visual cues.
- ee. Using appropriate white space to assist System users with interpreting text and graphics.
- ff. Using color to highlight text to indicate a selection, such as table row.
- gg. Using distinct colors and not monochrome when it is necessary to communicate different meanings of similar goals, such as on a graph.
- hh. Limiting the use of colors on each page.
- ii. Identifying where graphics are needed for content on System screens when it helps clarify or enhance the page content.
- jj. Using consistent screen elements and communicating as much as possible in as few elements as possible.
- kk. Displaying relevant content in logical groups to assist users in completing tasks.
- ll. Using title case capitalization for navigation, menus, button labels, and headers, and using sentence case capitalization for all other text.
- mm. Using consistent and easy to understand formatting for numbers, dates, and other information across all concerns, e.g., MM/DD/YYYY for dates, Negative numbers use leading hyphen, etc.
- nn. Using active voice for general content when instructing users or for user actions.

- oo. Using passive voice for headlines, subheadings, captions, links, and bulleted lists.
- pp. Making navigation links underlined to signify they are clickable. If not underlined, then the link should be blue, and an underline should appear when the cursor hovers over it.
- qq. Presenting tables in standard layout by left-aligning text and right-aligning numeric fields.
- rr. Providing a clear and relevant thumbnail option for video preview.
- ss. Providing written transcripts or text equivalent of video content.
- tt. Providing length of video and time remaining.
- uu. Providing at-a-glance summarized information/dashboards, including but not limited to, account preferences, personal/contact information, claim details, payment information, inbox, actions required, benefit eligibility status, workforce registration, and any other information identified by DEO.
- vv. Providing an easy navigation pane to access details on benefits eligibility status, payment summary, monetary, tax, archives, and documents.
- ww. Providing users one view of all their open required actions.
- xx. Providing applicants one view on all their statuses (e.g., Claim, Eligibility, Remaining Benefit Limit).
- yy. Providing access to integrated, on-line user guides, FAQs, manuals, etc., based on the role of the user, which identify capability and functionality available to claimants, employers, TPAs, and staff.
- zz. Arranging the most critical, frequently used links above the fold.
- aaa. Identifying when a warning message should appear when the user would be redirected to an external page. The warning message must provide the user options to continue, cancel, or close the navigation.
- bbb. Providing help text and hints (Ex. Tool tips, Info Tips) when the cursor hovers over a control or a control has the focus (Ex. Menu item or a link).
- ccc. Ensuring compliance with section 508 of the Rehabilitation Act, as amended, and the Americans with Disabilities Act (ADA), as amended.
- ddd. Displaying a user agreement for claimants, employers, third party administrators, etc., and require that they acknowledge and accept the agreement prior to accessing the CX/UX Solution.
- eee. Providing instructions for each point of data entry immediately above the data entry field.
- fff. Provide summary instructions at the start of each section.

## **2.7 Public Relations**

1. Contractor shall identify all target audiences for the Modernized Communications Project, which include but are not limited to:

- a. DEO staff.
  - b. Employers and TPAs.
  - c. Claimants.
  - d. Federal, state, and local agencies, partners, and stakeholders.
  - e. State and local elected officials.
2. Contractor shall develop public relations materials that facilitate awareness of the modernized System among all target audiences using the specifications identified in section 2.4 and section 2.5 The public relations materials are subject to revisions and must include, but are not limited to:
- a. Key messages.
  - b. Videos and video scripts.
  - c. Content for email blasts and e-newsletters.
  - d. Social media content.
  - e. Press releases.
  - f. Website content.
  - g. Events.
  - h. Talking points.
3. Contractor shall develop an outreach campaign that facilitates communications with all target audiences using the specifications identified in section 2.4 and section 2.5 The outreach campaign must:
- a. Include events. Events include, but are not limited to:
    - i. Informational workshops with stakeholders identified by DEO to introduce the Modernized System, demonstrate optimized features and user benefits, and provide additional resources.
    - ii. Webinars for the public to introduce the Modernized System, demonstrate optimized features and user benefits, and provide additional resources.
  - b. Include a detailed schedule for all outreach activities that specifies DEO's and Contractor's role for each activity.
  - c. Include an electronic media kit in downloadable folders in Microsoft Word, .AI, and .PDF, and in any other format requested by DEO.
4. Contractor shall assess the efficacy and impact of the public relations materials and outreach campaign to inform ongoing communications efforts. Contractor shall provide DEO a weekly assessment report includes, but is not limited to:
- a. Baseline measurements for all relevant communications platforms.
  - b. Media summary clips, articles, op-eds, etc., including news events that occur during weekends and/or holidays.
  - c. Insights.

- d. Testimonials from the targeted audience as specified in section 2.7.1.

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

<b>Deliverable 1 – Project Kick-Off Meeting</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall host a Project kick-off meeting in accordance with section 2.1.1.	At a minimum, Contractor must conduct a kick-off meeting in accordance with section 2.1.1, and as evidence provide DEO with the agenda and presentation materials, as approved by DEO within five (5) calendar days of Contract execution or by November 18, 2022, whichever is sooner.  Completion of this deliverable is based on review and approval by DEO.	Failure to conduct the kick-off meeting and provide the agenda and presentation materials, as approved by DEO within five (5) calendar days of Contract execution, or by November 18, 2022, whichever is sooner, shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 2 – Project Management Plan</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall draft and submit a Project Management Plan in accordance with section 2.1.2.	At a minimum, Contractor must submit to DEO a Project Management Plan in accordance with section 2.1.2 within seven (7) calendar days following Contract execution or by November 21, 2022, whichever is sooner.  Completion of this deliverable is based on review and approval by DEO.	Failure to provide the Project Management Plan as specified in section 2.1.2 within seven (7) calendar days of Contract execution or by November 21, 2022, whichever is sooner, shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 3 – Project Schedule</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall draft and submit a Project Schedule in accordance with section 2.1.3.	At a minimum, Contractor shall submit a Project Schedule in accordance with section 2.1.3 to DEO within seven (7) calendar days following Contract execution or by November 21, 2022, whichever is sooner.	Failure to provide a Project Schedule as specified in section 2.1.3 within seven (7) calendar days of Contract execution or by November 21, 2022, whichever is sooner, shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be

	Completion of this deliverable is based on review and approval by DEO.	made from the deliverable payment.
<b>Deliverable 4 – Screen Design Sessions</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall conduct design sessions with subject matter experts, as identified by DEO, in accordance with section 2.3.	At a minimum, Contractor shall conduct design sessions with DEO subject matter experts in accordance with section 2.3 on or before December 2, 2022.  Completion of this deliverable is based on review and approval by DEO.	Failure to conduct the design sessions in accordance with section 2.3 on or before December 2, 2022, shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 5 – Logo Development and Brand Guidelines</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop and provide DEO with a comprehensive Modernized System Brand Manual in accordance with section 2.4.	At a minimum, Contractor shall prepare and submit a Modernized System Brand Manual to DEO in accordance with section 2.4 by January 9, 2023.  Completion of this deliverable is based on review and approval by DEO.	Failure to submit the Modernized System Brand Manual in accordance with section 2.4 by January 9, 2023, shall result in a penalty of \$1,000 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 6 – Plain Language Development and Translation</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall provide to DEO documents written in plain language and translated in accordance with section 2.5.	At a minimum, Contractor shall provide to DEO documents written in plain language and translated in accordance with section 2.5 by the due date specified for each document below:  System screens must be submitted on or before December 12, 2022.  External-facing messages must be submitted on or before December 16, 2022.  Rationales and rationale templates must be submitted on or before January 16, 2023.	Failure to submit the documents written in plain language and translated in accordance with section 2.5 by the due dates specified shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

	<p>Forms must be submitted on or before January 23, 2023.</p> <p>Handbooks, guides, and FAQs must be submitted on or before May 15, 2023.</p> <p>Website content must be submitted on or before May 22, 2023.</p> <p>Completion of these deliverables is based on review and approval by DEO.</p>	
<b>Deliverable 7 – Public Relations Materials</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop and submit to DEO public relations materials in accordance with section 2.7.	<p>At a minimum, Contractor shall submit public relations materials to DEO in accordance with section 2.7 no later than May 15, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to submit public relations materials to DEO in accordance with section 2.7 by May 15, 2023, shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 8 – Outreach Campaign</b>		
<b>Description</b>	<b>Minimum Level of Performance</b>	<b>Financial Consequences</b>
Contractor shall develop and provide to DEO an Outreach Campaign in accordance with section 2.7.	<p>At a minimum, Contractor shall submit to DEO an Outreach Campaign in accordance with section 2.7 by June 5, 2023.</p> <p>Completion of this deliverable is based on review and approval by DEO.</p>	Failure to submit to DEO an Outreach Campaign by June 5, 2023, shall result in a penalty of \$500 per day for every business day beyond the due date. Such reduction shall be made from the deliverable payment.

**4.0 Submission of Responses to RFQ**

1. It is not necessary to prepare responses using elaborate brochures and artwork or other expensive visual presentation aids. Responses must be in accordance with the instructions herein. Responses to this RFQ must be prepared using simple terms and minimal technical or industry specific language. Respondents should not repeat the information provided in the RFQ.
2. Responses must be submitted through MyFloridaMarketPlace Ariba on Demand. DEO will award the Contract to the Respondent that provides a response that is deemed to be the best overall value to the state. The Contract awarded in accordance with this RFQ must be executed no more than three (3) business days after DEO has notified the selected vendor of the award. If a Contract is not executed within three (3) business days of notification, then DEO reserves the right to award the Contract to a subsequent vendor.

3. The instructions for this RFQ have been designed to help ensure that all responses are provided to DEO in a similar format. Respondents shall prepare their response package in the order outlined below and content shall be grouped according to the sections identified below for ease of identification and review.
  - a. Section 1 – Executive Overview
    - i. Statement of Identified Need: This section must clearly describe the Respondent’s understanding of the scope of the work included in this RFQ, the Respondent’s ability to meet the qualifications to provide the required services, evidence that the Respondent is qualified to provide the requested services within the timeline specified by DEO in section 3.0, and Respondent’s understanding of the stipulation that the response is valid for a time period of at least 180 calendar days from the date of submission. This section must also include the following:
      - 1) A summary of the Respondent’s ability to meet the overall requirements within the timeline specified by DEO in section 3.0.
      - 2) A statement that Respondent accepts all tasks/deliverables, activities, and work products specified in this RFQ.
      - 3) Describe the approach Respondent proposes to use to develop the deliverables, including Respondent’s understanding of the deliverables and Respondent’s plan to achieve success within the timeline specified by DEO in section 3.0.
      - 4) A staffing plan identifying the number of staff required to perform the services outlined in section 2.0 within the timeline specified by DEO in section 3.0 and the roles and responsibilities of each staff member included in the staffing plan.
  - b. Section 2 – Past Performance and Experience
    - i. Qualifications
      - 1) Describe the Respondent company’s background and staff members’ experience relevant to Sections 1.0, General Description and Purpose of this Request for Quote (RFQ), Section 1.2, The Federal/State Unemployment Insurance Program, Section 1.3, Florida’s Current Reemployment Assistance Claims and Benefits Information System, Section 1.5, Summary of Requested Services, and Section 2.0, Project Scope.
      - 2) Provide evidence that substantiates the Respondent’s company or staff members have the current capabilities to perform the work outlined in section 2.0.
    - ii. Resumes and Experience
      - 1) As part of the response, the Respondent must submit resumes for any staff members assigned to work on this Contract (including any subcontractors) describing their education, training, quality, and depth of experience performing the same or similar projects or work, and office

location of the proposed staff. Once accepted by DEO, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of DEO.

- 2) The Respondent must specifically provide a description that the Respondent's company and team have previous experience with large scale projects with similar scope and services, specifically Unemployment Compensation programs or programs with large, multi-component systems, in the last five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Respondent served under each.
- 3) The Respondent must provide evidence of the previous experience with projects of a similar scope and service, which includes project plans, reports, and letters describing the work performed, and the results of the work.
- 4) If not already included above, the Respondent should describe the current and relevant knowledge, quality, and depth of experience of the partner, manager, lead, or other equivalent position that is responsible for supervising and coordinating staff, as it relates to Unemployment Compensation program rules, laws, and regulations.

c. Section 3 – Project Planning and Execution

- i. The Respondent must submit a high-level draft plan on each task identified in section 2.0. The draft plan must include project schedule/timeline with expected onsite or virtual visits, design sessions, or workshops. The draft plan must show how the Respondent will meet DEO's timelines, as specified in the scope of work, for each task identified. The Respondent must submit a draft plan that includes the processes implemented and software used to measure and ensure quality of services, quality control, and expectations are met. The plan(s) must follow industry standard best practices detailing the Respondent's understanding of the work and objectives and the ability to perform the various tasks outlined in this RFQ, including providing proposed organizational structure and staffing strategies (i.e., use of job classifications to optimize cost/quality). The Respondent should describe the ability to address anticipated problem areas and provide solutions that are both creative and feasible for the Modernization Communications Project.

d. Section 4 – Corporate Background/Financial Condition

- i. The Respondent must describe its company by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, any changes in ownership in the last three (3) years, and any proposed changes in ownership.
- ii. The response must include a statement of whether, in the last 10 years, the Respondent has filed (or has filed against) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.



- iii. The response shall include a statement of whether there are any pending Securities Exchange Commission investigations involving the Respondent, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair or appear to impair the company’s performance in a contract under this RFQ.
  - e. Section 5 – Value Added Services – Innovative Ideas
    - i. Value added services are services beyond those services previously outlined that Respondent may provide to offer additional benefits to DEO. Describe any value-added services offered to DEO. Although DEO has provided a statement of need and mandatory requirements for Respondents to meet to be selected for the Contract, it is not intended to limit Respondent’s innovations or creativity in preparing a response to accomplish these services. Innovative ideas, new concepts, and partnership arrangements other than those presented in this RFQ may be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts, or terms and conditions specific to each Respondent. The Respondent must describe any value-added benefits, services, and/or deliverables/tasks that are not required by this RFQ that the Respondent proposes to provide within the Respondent’s fixed price proposal and, thus, at no additional cost to the State.
    - ii. Additional costs or shared savings associated with value added services or innovative ideas must not be shown on Attachment A, Cost Page, but rather only included in Attachment B, Value Added Services – Innovative Ideas.
  - f. Section 6 – Cost Page
    - i. The Respondent must propose a fixed rate for each deliverable for each of the tasks identified in the RFQ and proposed Contract which is inclusive of travel, lodging, per diem expenses, and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ. The Respondent shall complete all sections of Attachment A, Cost Page, for each task(s), review for accuracy, and ensure it is signed by an authorized representative.
4. Responses are due according to the schedule below:

DATE	TIME	EVENT
10/25/2022	3:00 p.m.	Release of RFQ
10/28/2022	3:00 p.m.	Technical Questions due to DEO via MyFloridaMarketPlace (MFMP) Ariba On Demand (AOD)
11/1/2022	5:00 p.m.	DEO Responds to Technical Questions (Anticipated)
11/4/2022	3:00 p.m.	Quotes due via MFMP AOD
11/7/2022	5:00 p.m.	DEO selects Contractor for Services (anticipated)
11/14/2022	.	Anticipated Contract start date

## **5.0 Staff Qualifications and Performance Criteria**

Contractor shall provide 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 vendors.

### **5.1 Background Screenings**

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to DEO Contract Manager upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks must be submitted and approved prior to staffing changes.

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

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

## 5.2 Staffing Changes

Contractor may make staffing changes or cost shifting of staff assigned to this project only with prior review and written approval of DEO's Contract Manager. DEO's Contract Manager must be notified in writing at least 10 business days prior to a potential change in staff. Notifications must include the candidate's name, résumé, position, title, starting date, and references. DEO's Contract Manager reserves the right to interview all potential staff prior to beginning work on the project. DEO reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

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

## 5.3 Employment Verification (E-Verify)

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

## 5.4 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.

### **5.5 Prohibition Against Contracting with Antitrust Violators**

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

### **6.0 DEO Contract Liaisons**

DEO designates as its Contract Manager, Tina Peacock, who can be contacted by telephone at (850) 5—0305 or by email at [Tina.Peacock@DEO.myflorida.com](mailto:Tina.Peacock@DEO.myflorida.com).

DEO designates as its Project Manager, TBD, who can be contacted by telephone at (850) TBD or by email at TBD.

If any Party to this contract replaces, adds, or removes any contract liaison identified in this section, the Party shall immediately inform the other Parties by email of this change.

### **6.1 Contract Period**

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

### **7.0 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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555\\_2](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2)

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

To be payable:

1. 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.
  - a. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each State Term Contract (“STC”) position, STC job title and the tasks that were provided during the invoice period.
  - b. 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. The Department will not pay for travel to or from the Tallahassee are for this project. In addition, the Department will not pay for vicinity travel. Travel, if approved by the Department, will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO’s Contract Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link: [https://sharepoint.deo.myflorida.com/finan\\_mgt/Manuals/Travel%20Manual%203.05.pdf](https://sharepoint.deo.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf)

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

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

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 Kick-off Meeting	\$
Deliverable 2: Project Management Plan	\$
Deliverable 3: Project Schedule	\$
Deliverable 4: Design Sessions	\$
Deliverable 5: Screen Workflow Guide	\$
Deliverable 6: Logo Development and Brand Guidelines	\$
Deliverable 7: Plain Language Development and Translation	\$
Deliverable 8: Public Relations Materials	\$
Deliverable 9: Outreach Campaign	\$
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.**

#### **8.0 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.

**8.1 Confidentiality and Safeguarding Reemployment Assistance Information**

1. Contractor staff may have access to confidential Reemployment Assistance information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with the Contract. All Contractor staff assigned to the Contract must sign a confidentiality statement. Contractor's confidentiality procedures must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.
2. Any confidential Reemployment Assistance information received under this Contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
3. Contractor and Contractor staff will adhere to the provisions of this section to protect the confidentiality of Reemployment Assistance information obtained from DEO under the Contract against unauthorized access or disclosure and agrees:
  - a. Reemployment Assistance information will be used only to the extent necessary to assist in the valid administrative needs of Contractor staff assigned to this Contract and shall be disclosed only for those purposes as defined in the Contract or as authorized by law.
  - b. Any Reemployment Assistance information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
  - c. Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.
  - d. Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
  - e. Contractor will instruct all personnel granted access to Reemployment Assistance information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this section, and the provisions specified in sections 443.1715, F.S., and 20 CFR Part 603.
  - f. Contractor will take precautions to ensure that only authorized personnel who have a recognized need to know, as attested by the Contractor, are given access to the Reemployment Assistance information.
  - g. Contractor understands and agrees the provisions of these terms and conditions regarding the requirements to safeguard Reemployment Assistance information are considered material conditions of the Contract.
4. Contractor shall permit DEO, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections of records relevant to the purchase order, to ensure compliance with section 443.1715, F.S., 20 CFR Part 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of the Contractor's compliance with these terms and conditions and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of the purchase order.



5. All data, both electronic and hard copies, received by the Contractor or Contractor staff from DEO during the Contract are the property of DEO and must be, at DEO's discretion, surrendered to DEO or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to DEO.
6. Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information or any other data provided by or otherwise relating to Reemployment Assistance applicants due to security incidents, breaches, or intrusions of DEO networks, systems, applications, databases, environments, or materials not owned or controlled by the Contractor.

## **9.0 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.

## **10.0 Termination**

### **10.1 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.

## **10.2 Termination for Cause**

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

## **10.3 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.

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

Continued Contractor inability to perform under the conditions of the Contract, may result in default proceedings.

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

### **11.1 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 the 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 the Contractor is failing to comply and DEO at its sole discretion shall determine when the Contractor has remedied the failure.

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

### **12.0 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:

1. Acts or omissions of DEO, any other State agency, or third parties other than Contractor's subcontractors providing services to or for DEO;
2. Announcement of new legislation affecting services;
3. Unofficial media announcements relating to state/federal changes to legislation; or
4. 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.

### **13.0 Contract Document**

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

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

DEO reserves the right to issue a purchase order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The purchase order will incorporate, the MyFloridaMarketplace (MFMP) Terms and Conditions, this Scope of Work and any Attachments and Addenda thereto, STC 80101500-20-1, and the relevant portions of the 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/Contract, the order of precedence for the documents is as follows:

1. Scope of Work including any Attachments and Addenda
2. DEO Vendor Core Contract
3. STC 80101500-20-1
4. Purchase Order
5. MFMP Terms and Conditions
6. Contractor's Response

### **14.0 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.

**ATTACHMENT A  
COST PAGE**

The Respondent must propose a fixed rate for each of the tasks identified in the RFQ and Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work. The Respondent shall complete all sections of the Cost Page for each task/deliverable, review the proposal for accuracy, and ensure it is signed by an authorized representative. This individual must have the authority to bind Respondent. All deliverable fields in Attachment A, Cost Page must be completed, and no changes can be made to the deliverable titles listed. If any deliverable rates are left blank, the Cost Page will be reviewed based on the deliverables offered. If multiple rates are proposed for the deliverable, or if any changes are made to the deliverable titles listed, the Cost Page will be disqualified.

Deliverable	Total Cost
Deliverable 1: Project Kick-off Meeting	\$
Deliverable 2: Project Management Plan	\$
Deliverable 3: Project Schedule	\$
Deliverable 4: Design Sessions	\$
Deliverable 5: Logo Development and Brand Guidelines	\$
Deliverable 6: Plain Language Development and Translation	\$
Deliverable 7: Public Relations Materials	\$
Deliverable 8: Outreach Campaign	\$
<b>TOTAL</b>	\$

The Respondent must also propose a fixed rate for each renewal year, if the Contract is renewed at DEO’s discretion, for each of the tasks identified in the RFQ and Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work.

Deliverable – RENEWAL YEAR 1	Total Cost
Deliverable 1: Project Kick-off Meeting	\$
Deliverable 2: Project Management Plan	\$
Deliverable 3: Project Schedule	\$
Deliverable 4: Design Sessions	\$
Deliverable 5: Logo Development and Brand Guidelines	\$
Deliverable 6: Plain Language Development and Translation	\$
Deliverable 7: Public Relations Materials	\$
Deliverable 8: Outreach Campaign	\$
<b>TOTAL</b>	\$

\_\_\_\_\_  
Authorized Representative’s Signature\*

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**Attachment B**

**Value Added Services – Innovative Ideas**

As described in Section 4.0, Subsection 3.e, DEO is looking for value added services that may provide additional benefits to DEO. Please describe the service or services in the table below:

Value Added Service	One-Time or Recurring Cost	Cost

**Attachment C**

**DEO Vendor Core Contract**

**I. CONTRACTOR AND DEO AGREE:**

- A. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):
1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
  2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
  3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
  4. Contractor shall perform all tasks contained in the Scope of Work.
  5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
  6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
  7. Renewal and Extension: If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. This Contract may be renewed for a period not to exceed one (1) year. Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(12), F.S.
  8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
  9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

## B. Governing Laws:

## 1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.
- b. If applicable, Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: [http://dlis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment 2.
- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
- h. **Mandatory Disclosure Requirements:**
  - i. **Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
  - ii. **Convicted Vendors:** Contractor shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
  - iii. **Vendors on Scrutinized Companies Lists:** In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business



operations in Cuba or Syria, or engaged in business operations with the government of Venezuela.

- 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.
  - 2) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.
  - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- iv. **Discriminatory Vendors:** Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
  - 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
  - 3) submit bids, proposals, or replies on leases of real property to a public entity;
  - 4) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or
  - 5) transact business with any public entity.
- i. Abuse, Neglect, and Exploitation Incident Reporting:
- In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

## j. Information Release

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

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

k. Funding Requirements. Intentionally Blank.

2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, et seq., and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
  - i. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
  - ii. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq., which prohibits discrimination on the basis of race, color or national origin.
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
  - iv. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.

- v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
- vi. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- vii. The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- viii. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- ix. The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- x. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- xi. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- xii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- xiii. Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- xiv. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- xv. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- xvi. Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- xvii. Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- xviii. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103

(Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- xix. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- xx. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xxi. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- xxii. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

C. Contractor Payments:

1. Contractor will provide DEO's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional

information from Contractor that DEO or the State deems necessary to process an invoice.

- c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>.

D. Final Invoice:

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

E. Return or Recoupment of Funds:

1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager and made payable to the "Department of Economic Opportunity."
2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other

contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

F. Vendor Ombudsman:

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

G. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in the Scope of Work.
5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H. Employment Eligibility Verification:

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



2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>
  3. If Contractor does not have an E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.
- I. Duty of Continuing Disclosure of Legal Proceedings:
1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
  2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
  3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
    - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
    - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.
- J. Assignments and Subcontracts:
1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
  2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.
  3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified

training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
  5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
  6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
  7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
  8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.
- K. Purchasing:
1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

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

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

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

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

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

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

L. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
  2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
  3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
  4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees.
- CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM

CONDUCTING FUTURE BUSINESS WITH THE STATE.

M. Nonexpendable Property:

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

N. Information Resource Acquisition:

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

O. Insurance:

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

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form

certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

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

1. Contractor's Commercial General Liability Insurance:

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

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

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

3. Other Insurance:

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

P. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to

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

6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its 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.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

Q. Warranty of Ability to Perform:

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

R. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved

to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.

2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

S. Independent Contractor Status:

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

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

subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

T. Electronic Funds Transfer:

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

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

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

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

B. Time is of the Essence:

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

C. Termination:

1. Termination Due to the Lack of Funds:

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

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, 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 to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.



3. Termination for Convenience:

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

D. Dispute Resolution:

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

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

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, 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 or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (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.

F. Limitation of Liability:

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

Unless otherwise specifically enumerated in the Contract, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

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

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

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

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**Attachment D**

**CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in

connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

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

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

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).  
As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person

in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

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

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

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

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

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

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

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

**F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

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(Signature and Title of Authorized Representative)

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Contractor      Date

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(Street)

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(City, State, ZIP Code)