



**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

# DEPARTMENT OF ECONOMIC OPPORTUNITY INVITATION TO NEGOTIATE

## Solicitation Acknowledgement Form

Page 1 of 99 pages

SUBMIT REPLY TO:

**Department of Economic Opportunity  
Office of Property and Procurement  
107 East Madison Street, B-047  
Tallahassee, Florida 32399-4128  
Telephone Number: 850-245-7455**

AGENCY RELEASE DATE:

**June 7, 2019**

SOLICITATION TITLE:

**Workforce Information Technology Solutions**

SOLICITATION NO:

**19-ITN-002-BM**

REPLIES WILL BE OPENED:

**July 22, 3:00 PM, Eastern Time**

and may not be withdrawn  
within

**180**

days after such date and time.

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:

RESPONDENT MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

TOLL FREE  
NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

\_\_\_\_\_  
\*Authorized Representative's Signature

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

**\*This individual must have the authority to bind the Respondent.**

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

**RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.**

**PRIMARY CONTACT:**

**SECONDARY CONTACT:**

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE  
NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

EMAIL ADDRESS:

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**SECTION A**  
**PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS**

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2934/11780>

**In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.**

**PUR 1000 – GENERAL CONTRACT CONDITIONS**

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this solicitation, to the extent they are not otherwise modified. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2933/11777>

**In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.**

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**SECTION B**  
**SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPLIES**

- B.1 Solicitation Number** 19-ITN-002-BM
- B.2 Solicitation Type** Invitation to Negotiate (ITN)
- B.3 Program Office** *Division of Workforce Services, Bureau of One Stop & Program Support*
- B.4 Issuing Office** Blake McGough/Vincent McKenzie  
 Government Operations Consultant III/  
 Property and Procurement Manager  
 107 East Madison Street, B-047 Caldwell Bldg.  
 Tallahassee, Florida 32399  
 (850) 245-7443 / (850) 245-7463  
[blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com)  
[vincent.mckenzie@deo.myflorida.com](mailto:vincent.mckenzie@deo.myflorida.com)

**B.5 Restrictions on Communication with DEO Staff**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following DEO posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a reply.

**B.6 Calendar of Events**

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	6/7/2019
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	6/21/2019
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	7/2/2019
4.	Replies Due and Opened 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida 32399	7/22/2019 at 3:00 PM EST
5.	Anticipated Evaluation of Technical Replies	7/25/2019 – 8/1/2019

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6.	Anticipated Posting of Vendor Scores/Shortlist and Notice Preliminary Demonstrations and Negotiations	8/7/2019
7.	Anticipated Preliminary Demonstrations and Negotiations	8/19/2019 – 8/23/2019
8.	Public Meeting – Notice of Intent to Negotiate 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399 Conference Call Number: 1/888-585-9008 Conference Room Number: 952-708-564	8/28/2019 at 3:00 PM EST
9.	Anticipated Negotiations Round 1	9/9/2019 – 9/13/2019
10.	Anticipated Negotiations Round 2	9/16/2019 – 9/20/2019
11.	Anticipated - Provide Best and Final Offer (BAFO) Instructions	9/25/2019
12.	BAFO Due and Reviewed	9/30/2019
13.	Public Meeting – Intent to Award Recommendation 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399 Conference Call Number: 1/888-585-9008 Conference Room Number: 952-708-564	10/3/2019 at 3:00 PM EST
14.	Anticipated Posting of Notice of Intent to Award	10/7/2019

Addenda or clarifications to this ITN will be posted on the Florida Vendor Bid System (VBS). **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

**B.7 Notice of Potential Federal Funding**

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on DEO's federally approved cost allocation plan.

**B.8 Pre-Reply Conference - (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)**

**B.9 Questions (This section supersedes Section A, PUR 1001, Instruction #5, Questions)**

Any questions from Respondents concerning this ITN shall be submitted via email to Blake McGough and Vincent McKenzie at [blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com) and [vincent.mckenzie@deo.myflorida.com](mailto:vincent.mckenzie@deo.myflorida.com) by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent's questions should be submitted in the format included in *Attachment K – Technical Questions Submittal Form*.

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Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

**INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE.** Any information received through oral communication shall not be binding on DEO and shall not be relied upon by any Respondent.

**B.10 Intent to Submit Reply - (THIS SECTION DOES NOT APPLY TO THIS SOLICITATION)**

**B.11 Submission of Reply** (*This section supersedes Section A, PUR 1001, Instructions #3, Electronic Submission of Responses*)

Replies must be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Replies must be submitted by U.S. Mail, Courier, or hand delivery. **REPLIES SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

Each reply shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all Replies be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if the reply is being hand-delivered, please allow for sufficient time to gain access into the building.

**REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

**B.12 Withdrawal of Replies**

A submitted reply may be withdrawn, if within seventy-two (72) hours after the reply due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

**B.13 Reply Opening** (*This section supersedes Section A, PUR 1001, Instructions #12, Public Opening*)

The reply opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The names of all Respondents submitting replies shall be made available to interested parties upon written request to the contact person (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any reply documents or the attendance to any related meeting or reply opening.

DEO reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of Contract award. If DEO exercises the right, the short list will be posted on the Vendor Bid System. In the event DEO exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

**Sealed replies received by DEO in reply to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S. or until 30 days after the final competitive sealed replies are all opened, whichever is earlier.**

**B.14 Solicitation Requirements**

The following requirements must be met by the Respondent in order for its Reply to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely replies that do not meet all mandatory

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requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the reply are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to DEO.

#### **MANDATORY REQUIREMENTS FOR EVALUATION**

- A. It is **MANDATORY** that the Respondent submits its reply in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.35 and B.37, one (1) original, signed and sealed Technical Reply, ten (10) paper copies of the signed original and one (1) electronic copy of the signed original Technical Reply (on compact disc), which include the following required attachments:
  - 1. DEO Solicitation Acknowledgement Form
  - 2. Attachment A – Reference Form
  - 3. Attachment C – Drug Free Workplace Certification
  - 4. Attachment D – Disclosure Statement/Conflict of Interest
  - 5. Attachment E – Certification Regarding Debarment
  - 6. Attachment F – Certification Regarding Lobbying
  - 7. Attachment G – List of Subcontractors
  - 8. Attachment H – Reference Questionnaire
  - 9. Attachment M – Requirements/Deliverables Matrix
  - 10. Attachment N – Interfaces
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.35 and B.37.3, one (1) original, signed and sealed Attachment B, Cost Reply, ten (10) paper copies of the signed original and one (1) electronic copy of the signed original Cost Reply (on compact disc). Attachment B must be submitted in a sealed package separate from the other attachments.
- D. If a Respondent fails to submit all completed documentation with its reply, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the reply has met all other requirements of the solicitation.

The use of the terms “shall”, “must”, or “will” within these solicitation documents indicate a **MANDATORY** requirement or condition.

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Replies may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract.

#### **B.15 Cost of Preparing Respondent's Reply**

DEO is not liable for any costs incurred by a Respondent in responding to this ITN, including those for oral presentations, if applicable.

#### **B.16 Disclosure and Ownership of Replies by DEO**

A Respondent's reply shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent's reply, upon submission, and any resulting Contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the reply and Contract.

#### **B.17 Respondent's Duties to Assert Exemption from Disclosure as a Public Record**

Any reply content submitted to DEO which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the reply, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the reply or other document in which the content is set forth.

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your reply to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

DEO takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record submitted in reply to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its reply, in hard copy and on a CD ROM, at the time of reply submission.**

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to DEO at the same time the Respondent submits its reply to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

If it is determined that the reply does not contain any information which is exempted by law from public disclosure, please provide as part of the reply, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

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**If Respondent fails to submit a Redacted Copy with its reply, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.**

**B.18 Posting of the Notice of Shortlist, Intent to Negotiate and/or Intent to Award** *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Notice of Shortlist, Intent to Negotiate and/or Intent to Award, will be posted for review by interested parties at the location identified in Section B.6, Calendar of Events above and on the Florida Vendor Bid System (VBS) for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

**B.19 Description of Work Being Procured**

The Florida Department of Economic Opportunity (DEO), CareerSource Florida, Inc., Florida's Local Workforce Development Boards (LWDB), and career centers are seeking a qualified Contractor that has an innovative solution to meet business objectives and state and federal requirements for the Workforce Solution labor exchange system. DEO is seeking a fully functional, deployed, web-enabled, Software as a Service (SaaS) and Commercial Off-the-Shelf (COTS) statewide Workforce Solution, or a solution that provides these capabilities and required functions through modules and integrated standalone systems. This system must be fully operational and in place one year after contract execution or as agreed to by both parties during contract negotiations. These capabilities may be phased in production as long as the base requirements for providing services are functional at time of deployment.

The Workforce Solution will provide:

1. A state-of-the-art seamlessly integrated labor exchange and job matching system that supports user access needs and functionality for employers, job seekers and training providers and state and federal programs.
2. Provides front-end data entry edit checks which coincides with edit and data integrity checks performed by federal data report collecting systems.
3. A technically sophisticated case management and service tracking system that has pre-screening capabilities for determining program eligibility.
4. A comprehensive reporting system, with user-friendly ad-hoc reporting, access to real time or near real-time data, and state and federal reporting capabilities.
5. Intuitive, easy to use, self-service capabilities for employers, job seekers and training providers.
6. Interface capabilities with multiple systems and applications, as well as a standard Application Programming Interface (API).

The state's objectives for the Workforce Solution are to:

1. Simplify registration for employers and match job seekers to fill business needs and increase use of the system by employers.
2. Provide an intuitive interface that creates a customized registration process for job seekers according to their needs, programmatic affiliation, and/or up-front selections.
3. Facilitate the ongoing creation and listing of jobs openings in the Workforce Solution.
4. Reduce costs in providing services.
5. Capture job seeker's work skills, past experience, education, other skills, etc. and link job seekers with potential employment and training opportunities best matching their circumstances, in real time.
6. Enable mobile access to the Workforce Solution.
7. Provide social media capability and networking tools to enable outreach opportunities for job seekers and those required to use the Workforce Solution.
8. Promote cooperation, collaboration, and efficiency between DEO, CareerSource Florida, Florida's Local Workforce Development Boards, the career centers, and other workforce partners.

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9. Comply with state and federal reporting requirements.
10. The ability to be adapted to advancements in technology and changes to federal requirements.

#### **B.20 Number of Awards**

DEO anticipates the issuance of one (1) contract for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, at its sole discretion, shall determine whether multiple contracts will be issued.

#### **B.21 Contract Period**

The contract period is expected to begin upon execution and will remain in effect for a period of sixty (60) months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

DEO reserves the right to renew any Contract resulting from this ITN subject to the terms and conditions set forth in the original Contract and DEO's determination of satisfactory performance by the Contractor. The renewal period may not exceed three (3) years or the term of the original contract, whichever is longer. The renewal period may be divided into increments (e.g., multiple one-year renewals), may be for a complete term (e.g., one renewal for the original term of the contract), or a combination thereof (e.g., one multi-year renewal followed by one single-year renewal). Renewals are effective only upon execution of an amendment prior to expiration of the Contract.

Respondent shall include the cost of each of three (3) one-year renewals in its response.

#### **B.22 Type of Contract Contemplated** - *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order, only if the Contract award is equal to or greater than \$65,000)*

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if such will be most advantageous to DEO and the State of Florida, price and other factors considered. The Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

A copy of the proposed Contract is included in Section D, "DEO Vendor Core Contract." The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO.

Information on Federal procurement regulations, State statutes and rules referred to in this solicitation may be obtained by contacting DEO's Office of Property and Procurement referred to in Section B.4.

#### **B.23 Reply Acceptance Period**

DEO intends to execute the Contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the first ranked Respondent if agreement is not reached within thirty (30) days after the announcement of an award and may proceed to award the Contract to the second ranked Respondent.

#### **B.24 Firm Reply** - *(This section supersedes Section A, PUR 1001, Item #14, Firm Response).*

Any submitted reply shall remain firm and valid for one hundred eighty (180) days after the reply submission due date, or until a Contract is fully executed, whichever occurs first. The Respondent shall not withdraw any reply within this time period except as described in paragraph B.12. Any reply that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

**B.25 Disclosure**

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this solicitation.

**B.26 Laws and Permits**

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this Contract. All permits and licenses required for this Contract must be obtained by the Contractor and maintained for the duration of the Contract.

**B.27 Insurance**

The Contractor selected under this ITN shall maintain during the life of the Contract, Workers’ Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employee engaged in hazardous work under the Contract is not protected under the Workers’ Compensation statute, the Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this ITN shall maintain during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of \$100,000 combined single limit.

The selected Contractor’s current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO’s Contract Manager, with the exception of ten (10) days’ notice for non-payment of premium by the insured.

**The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with DEO. 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.**

**B.28 Vendor Registration**

Prior to entering into a Contract with DEO, the selected Contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available at the MyFloridaMarketPlace website at [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/requirements\\_for\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration). Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group codes are provided to assist you in your registration efforts:

43232701	Application Server Software
43233200	Security and Protection Software
43232300	Data Management and Query Software
43232400	Development Software
43232800	Network Management Software
43231600	Finance Accounting and Enterprise Resource Planning ERP Software
43233004	Operating System Software
43233400	Utility and Device Driver Software

A list of Commodity Codes can be found here:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/current\\_projects/myflorida\\_marketplace\\_commodity\\_code\\_standardization\\_project](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myflorida_marketplace_commodity_code_standardization_project) but if you need assistance, the purchasing office can help.

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### **B.29 Florida Department of State Registration Requirements**

All entities identified under chapters 607, 617, 620, and 621, Florida Statutes, seeking to do business with the State of Florida shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

### **B.30 Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

### **B.31 Contractors and Subcontractors**

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's reply. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by DEO based on the terms described in Section C.20 of this ITN.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) and (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

### **B.32 Conflict of Interest**

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the Contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within (5) business days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

### **B.33 Rights to Data and Copyright**

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a reply or specified to be delivered under a project Contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of DEO except as may otherwise be provided in the Contract.

### **B.34 Most Favored State Status**

Respondents awarded a contract as a result of this ITN must agree to a most favored state status so that in the event the Respondent offers any other State Workforce Agency (or department) more favorable contract terms in relation to reimbursable items and events, or revenue share percentages that the Contractor agrees to make those terms available to

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DEO at the DEO's option. Upon execution of the Contract, the selected Respondent shall sign a Preferred Pricing Affidavit, as required by section 216.0113, F.S. Following execution of the Contract, the selected Respondent shall submit a Preferred Pricing Affidavit annually.

### **B.35 Submittal Requirements**

A signed original Technical Reply including the client references and ten (10) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Reply (on compact disc). The original shall be labeled "Original Technical Reply" and all copies shall be labeled "Technical Reply Copy." The original and copies may then be submitted together.

A signed original Cost Reply and ten (10) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Reply (on compact disc). The original shall be labeled "Original Cost Reply" and all copies shall be labeled "Cost Reply Copy." The original and copies may then be submitted together.

If Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original Technical Reply or the one (1) electronic (i.e., on compact disc), signed copy of its original Cost Reply with its reply, DEO reserves the right to contact the Respondent by telephone for submission of this document via mail. This right may be exercised when the reply has met all other requirements of the solicitation.

**The Respondent's Technical Reply shall be packaged separately from its Cost Reply or the reply will be rejected.**

If Respondent considers any portion of its Technical Reply or Cost Reply to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed original reply with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

### **B.36 Elaborate Replies**

It is not necessary to prepare your reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your reply simply and in accordance with the instructions herein.

### **B.37 Instructions for Preparation of the Technical Reply**

The instructions for this solicitation have been designed to help ensure all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED AT VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

#### **B.37.1 Technical Reply Format**

The instructions for this solicitation are designed to help ensure that responding will not be burdensome and that all responses can be reviewed and evaluated in a consistent manner. **ANY INFORMATION SUBMITTED AT VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

#### **B.37.2 Technical Reply Format**

The technical response package will be prepared by each Respondent using 8.5" x 11" paper.

Using the description of work outlined in Section C, Respondents will prepare the Technical Reply package in the order outlined below, with the sections tabbed for ease of identification and review.

**Failure of the Respondent to provide any of the information required in the Technical Reply portion of the response package shall result in a score of zero (0) for that element of the evaluation.**

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The Technical Reply will consist of the following and follow the format listed:

- **Cover Sheet - DEO Solicitation Acknowledgement Form**

DEO’s Solicitation Acknowledgement Form will be completed as instructed. Respondent is required to complete, sign and return the “DEO Solicitation Acknowledgment Form” with the response. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgment Form with the response, DEO reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right will be exercised when the response has met all other requirements of the solicitation.

**In the event the Respondent submits a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.**

The Respondent’s Technical Reply will consist of the following and shall follow the format listed:

- **Tab 1 - Cross Reference Table for Requirements**

The response will include a cross-reference table mapping the response to the ITN requirements in Attachment M of this ITN. The cross-reference for each section shall be a matrix formatted as follows:

- A. **ITN Page(s)** – The ITN page number where the requirement is found
- B. **ITN Section** – The ITN Section number where the requirement is found
- C. **ITN Subject** – The subject/topic of the ITN requirement
- D. **Response Section Title** – The title of the section where the Respondent has responded to the requirement
- E. **Response Page(s)** – The page number in the reply where the response to the requirement is found.

Sample ITN / Response Cross Reference Table:

ITN		Response	
Attachment M	Subject	Section Title	Page(s)
Requirement 1	Access	Tab ?	#
Requirement 4	Browser Neutrality	Tab ?	#
Requirement 7	Languages	Tab ?	#
Requirement 10	Industry Classification	Tab ?	#

- **Tab 2 - Respondent’s Understanding of the Project/Executive Overview (Limited to 5 Pages)**

Respondent will describe its understanding of the project requirements, and provide a project schedule. The description should be understandable to the general reader. *Respondent should carefully review Sections C.2 and C.3 in preparing the response.*

- **Tab 3 - Project Approach and Methodology**

Respondent will outline the project approach and methodology, and show how the methodology will accomplish the project requirements and meet the proposed project schedule.

Respondent shall demonstrate an understanding of the business needs, processes and objectives of the State, DEO, CareerSource Florida, the Local Workforce Development Boards and career centers as detailed in this ITN, its attachments and supporting documentation. This understanding must also include demonstrable knowledge of

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programmatic and reporting requirements of the U.S. Department of Labor for programs including but not limited to the Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser (WP), including Migrant and Seasonal Farmworkers and Veterans programs, Trade Adjustment Assistance (TAA), Priority Reemployment Planning (PREP), Reemployment Services and Eligibility Assessment (RESEA), Emergency Unemployment Compensation/Reemployment Services (EUC-RES), Federal Bonding, and Work Opportunity Tax Credit (WOTC). The respondent should also have an understanding of Temporary Assistance to Needy Families (TANF), known in Florida as Welfare Transition (WT), Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), Vocational Rehabilitation and other programs serving individuals with disabilities, Career and Adult Education programs, Florida Department of Health (DOH) Tobacco Free Florida program and the National Farmworker Jobs Program. Respondent shall describe the proposed approach for accomplishing the tasks described in Section C, Scope of Work.

Respondent response shall include the following sub-sections within Tab 3:

#### **A. Approach**

Describe the project approach based on the information provided in the ITN, and any subsequent addendum, to achieve the business objectives defined in Tab 4. Alternative approaches will be limited to those mitigating project risks to time, scope, and cost.

To permit DEO to assess cost and workload, Respondent shall estimate, in man-hours, what would be required in data conversion, interfaces, testing, piloting, correction of identified issues, re-testing, and transition for the Workforce Solution, as discussed in Section C.13, Transition Plan. The Respondent will make sure to provide details on regression testing and extensive quality assurance work before release to stateside testers.

#### **B. Project Management**

Describe the proposed project management approach and methodology. Explain the benefits and risks, and identify any industry standards incorporated into the approach for the management and implementation of the Workforce Solution. For each risk identified, Respondent shall identify the source, the steps to be taken, and by whom, to mitigate the risk. The project will be managed in accordance with the Project Management Institute's Project Management Body of Knowledge (PMBOK).

#### **C. Project Management Plan**

Describe the proposed approach and methodology for project planning, including project execution, monitoring, controlling, and closing that will guide the decision making that occurs throughout the project. Respondent shall submit a Project Management Plan as part of its response (following the PMBOK standards) that the Respondent proposes for project planning as outlined in section C.8. Respondent will provide a fully defined, resource loaded and leveled project schedule with the tasks and associated effort to deliver the proposed Workforce Solution with identifying proposed milestones as specified in Section C, Scope of Work. The project schedule will be base-lined in accordance with Project Management Institute (PMI) standards and capable of being used as an Integrated Master Schedule (IMS) with appropriate performance metrics. Respondent will describe the standard used for defining the software development and maintenance tasks (e.g., ISO 12207) required to modify the SaaS solution / COTS package to fit the needs of the Florida Workforce Development System. Respondent should carefully review Section C.6 in preparing the response.

#### **• Tab 4 - Proposed Workforce Solution**

Respondent shall provide a narrative that fully describes the proposed Workforce Solution and how it meets the requirements of this ITN.

**To facilitate evaluating responses, Respondent shall format the response to address the requirements below in a way that clearly delineates each function.**

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Responses will include the following five sub-sections within Tab 4.

**A. General Solution**

In this section Respondent shall describe how the Workforce Solution meets the requirements established in Section C, Scope of Work, and will enable DEO and the Florida Workforce Development System to achieve these benefits:

1. Increase the use of the Workforce Solution by employers and job seekers.
2. Reduce the costs of delivering services by improved system efficiency.
3. Promote cooperation, collaboration and efficiency between DEO, CareerSource Florida, the Local Workforce Development Boards, career centers, and other partners.

**B. Objectives/Systems Expectations**

The purpose of this ITN is to select a qualified Contractor(s) that presently has a fully functional, deployed SaaS and COTS statewide Workforce Solution or an innovative solution which uses a combination of services or products that meets the business requirements. The Workforce Solution will provide the state with an integrated, adaptable and scalable web-enabled system to support the services required to be provided by the Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser (WP), including services to Migrant and Seasonal Farmworkers and the Jobs for Veterans State Grant programs, Trade Adjustment Assistance (TAA), Reemployment Services and Eligibility Assessment (RESEA), Priority Reemployment Planning (PREP), Welfare Transition (WT), Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), the National Farmworker Jobs Program, and other federal, state, and local programs.

**The Respondent shall describe how each requirement in this ITN, Scope of Work Section C, Subsections C.2.1 through C.2.12 will be met. The responses to some items in these Subsections may be brief, but each requirement in these Subsections must be addressed:**

1. **Employer Services Functionality (Scope of Work, Section C.3.1, Numbers 1-15)**
2. **Job Seeker Functionality (Scope of Work, Section C.3.2, Numbers 1-18)**
3. **Staff Functionality (Scope of Work, Section C.3.3, Numbers 1-9)**
4. **Provider Functionality (Scope of Work, Section C3.4)**
5. **Labor Market Information (Scope of Work, Section C.3.5, Numbers 1-4)**
6. **Supplemental Nutrition Assistance Program Education and Training (SNAP E&T) / Welfare Transition Program (WT) (Scope of Work, Section C.3.6, Numbers 1-16)**
7. **Technical Requirements (Scope of Work, Section C.3.7, Numbers 1-18)**
8. **Functional Design (Scope of Work, Section C.3.8, Numbers 1-15)**

**C. Interfaces Required and Capabilities**

**The Contractor may not establish an API or other interface or data exchange with this system without the specific prior written approval of DEO.**

1. Describe the Workforce Solution's capabilities and Respondent's past experience in interfacing with the systems required for state and federal reporting requirements.

2. Describe the Workforce Solution's Application Programming Interface (API) to provide the capability for 3<sup>rd</sup> party solution interfaces. A standard API and documentation will be required of the selected respondent.
3. Describe the proposed system integration testing approach and methodology (*See Section C.16*)
4. Describe the proposed user acceptance testing approach and methodology (*See Section C.16*)
5. Describe the proposed data conversion approach and methodology (*See Section C.15.2*)
6. Describe the proposed installation and implementation approach and methodology
7. Describe the proposed transition plan (*See Section C.15*)
8. Describe the proposed approach to organizational change management (*See Section C.11*)
9. Describe the proposed Change Control Process (*See Section C.11*)
10. Describe how help desk issues will be addressed
11. Provide a list of all deliverables associated with the proposed Workforce Solution
12. Describe how the Respondent proposes to ensure integrity of the state's resources as required by Section C.4, Security Requirements (which includes Chapter 74-2, Florida Administrative Code). Describe the measures to be put in place in the proposed Workforce Solution to safeguard the state's resources and the contingency plan(s) in the event of a breach. (See Attachment M)

#### **D. Technical Description**

1. Describe the Workforce Solutions deployed for other states.
2. Describe the System Architecture of the proposed Workforce Solution, the benefits of the proposed System Architecture, and how it supports the objectives of the Florida Workforce Development System.
3. Provide a detailed description of the Technical Architecture of the proposed Workforce Solution, the benefits of this Technical Architecture, and how it supports the objectives of the Florida Workforce Development System. *Describe in detail the proposed operating environments for development, training, pre-production, production or business intelligence (data warehouse).*
4. Describe how the proposed Workforce Solution will satisfy the technical requirements of Attachment M and Section C.3.7.
5. Describe the reliability, availability, and disaster recovery capabilities of the proposed Workforce Solution described in Section C.7.
6. Describe any changes required to the SaaS/COTS products within the proposed Workforce Solution, and the proposed approach and strategy for handling configurations to the SaaS/COTS products to support the requirements without compromising the architecture or maintenance of the products.
7. Provide a detailed list of the software, including any security and monitoring tools, required for the proposed Workforce Solution. If any product listed is COTS or proprietary, the item must be identified as such. Respondents shall clearly identify any license(s) the state would be required to purchase. These costs must be identified on Attachment B - Respondent's Cost Reply.



8. Describe the proposed Workforce Solution’s capability for producing ad-hoc reports which contain the latest information entered into the system for producing near real time reports on registration activity, job openings, events and other information. Include any available options for obtaining the latest information.

**Respondent is cautioned NOT to include pricing information in its Technical Replies.**

**E. Warranty, Maintenance, and Operations**

1. Describe the proposed approach for providing warranty, system upgrades, maintenance, and operation services (*See Section C.13*).
2. Describe the warranty support and maintenance that will be provided.
3. Describe the proposed approach to handling version upgrades.
4. Provide the proposed Service Level Agreement(s) in Section C.37 in addition to those specifically defined in the functional and non-functional requirements in Attachment M – Requirements/Deliverables matrix. Each proposed SLA should be consistent with national best practices and include financial consequences for non-performance. Each Service Level Agreement will be finalized during contract negotiations.

**F. Training and User Documentation**

1. Describe the proposed end user training approach and methodology used during implementation and for recurring training. *Respondents should review Section C.10 in preparing response.*
2. Describe the proposed approach and methodology for development of user documentation.

• **Tab 5 - Company Profile and Experience**

Respondent qualifications must include a minimum of three (3) references; one of which must be a comprehensive statewide Workforce Solution.

- A. Must reflect experience as referenced in Section B.19 in implementing, deploying, and integrating workforce development solutions. Include the customer name, address, and customer contact information. The state reserves the right to contact any reference as part of the solicitation process.
- B. References should include the net business results, such as increased participation of job seekers and employers, improved services and/or timelines resulting from the process, methodology, and/or project management expertise of Respondent.
- C. Experience in project management for projects of a similar size and nature as the one sought in this ITN.

Respondent should clearly delineate, for all experience provided, whether Respondent was the primary contractor or a sub-contractor.

Where applicable, Respondent should clearly note project experience, including that of individuals proposed for the project and their roles on prior projects.

**Respondent shall also include:**

- A. A brief history of the company, including the number of years in business and founding date of the organization.
- B. A complete history of the company’s structure for the past ten (10) years, including how that structure was shaped

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by the Federal Workforce Solution. Historical information should include all mergers, sell-offs, buy-outs, etc., and the business reasons for these decisions.

- C. Any pending litigation or investigations of a material nature.
- D. Any other similar or related work experience.
- E. A full description of any terminations for cause in the last ten (10) years.

- **Tab 6 – Attachments**

Reply responses to this ITN must include the following documents and certifications:

- A. Reference Form (Attachment A);
- B. State Project Plan (B.40), include Drug-Free Workplace Certification (Attachment C);
- C. Disclosure Statement/Conflict of Interest Disclosure (Attachment D);
- D. Certification Regarding Debarment (Attachment E);
- E. Certification Regarding Lobbying (Attachment F);
- F. List of Subcontractors (Attachment G) - if applicable;
- G. Certified Minority Business Enterprise (CMBE) Certification - if applicable, attach a copy of your Certification (if certified with the Florida Department of Management Services);
- H. Reference Questionnaire (Attachment H);
- I. Reply Package Checklist (Attachment L);
- J. Requirements/Deliverables Matrix (Attachment M); and
- K. Interfaces (Attachment N).

### **B.37.3 Cost Reply Submittal**

**Each Respondent shall use the forms provided as Attachment B, “Cost Reply,” to provide rates for the services requested in this solicitation. The Respondent “Cost Reply” shall be sealed and packaged separately from its Technical Reply. Failure by the Respondent to submit the “Cost Reply” sealed separately from the Technical Reply shall result in the response being deemed non-responsive and therefore, the response will be rejected.**

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if it will be more advantageous to DEO and the State of Florida, price and other factors considered. **The Contractor will be paid for the services rendered under the Contract in equal monthly installments upon satisfactory completion of these services. Payments will not be made in advance of services.**

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and Respondent’s response, including, but not limited to, Respondent furnishing the necessary personnel, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses, and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses.

**Failure by the Respondent to complete and submit Attachment B, “Cost Reply,” and provide a cost on Attachment B shall result in the reply being deemed non-responsive, and therefore, the reply will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

### **B.38 Past Performance References**

In the space provided on Attachment A, “Reference Form”, the Respondent must list all the names under which it has operated during the last five (5) years from the issuance date of this solicitation. DEO will review its records to identify all contracts that the Respondent has undertaken with DEO, where the Respondent was the prime Contractor, during this period.

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Also, in the spaces provided on Attachment A, the Respondent must provide the required information for three (3) separate and verifiable clients. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference on Attachment A. Replies that list DEO as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria.**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that a Respondent submits a reply as part of a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours.

#### **B.39 Attachment H – Reference Questionnaire**

**The reference questionnaire provided as Attachment H must be completed by an individual representing each of the clients listed in Attachment A, Reference Form.** These individuals may not be current or former officials or staff of DEO.

All references must be provided using the form provided in Attachment H. References that are not completed as required will be considered non-responsive and will not be evaluated. The Respondent is solely responsible for obtaining the fully completed reference questionnaires and for including them within the Respondent's sealed Technical Reply by the submission deadline.

In order to obtain and submit the completed reference questionnaires, the Respondent must follow the process detailed below.

1. Make exact duplicates of the form for completion by references.
2. Send the reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.
3. Instruct the individual to:
  - A. Complete the reference questionnaire on the form provided or an exact duplicate of the form.
  - B. Sign and date the completed reference questionnaire.
  - C. Seal the completed, signed, and dated reference questionnaire within the envelope provided.
  - D. Sign his or her name in ink across the sealing flap of the envelope.
  - E. Return the sealed envelope containing the completed reference questionnaire directly to the Respondent.
4. **Do NOT open the sealed references upon receipt.**
5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Reply. *DEO will make copies for distribution for evaluation.*

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DEO will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. DEO will not evaluate more than three (3) per respondent or more than three (3) references per entity acting as part of a joint venture. DEO reserves the right to contact references directly to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification of replies in the evaluation and scoring of references. DEO will make a reasonable effort to contact references, if required; however, DEO is under no obligation to directly contact references or to clarify any reference information.

**Failure to provide the required information for the requisite, separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required reference shall result in the Respondent receiving a score of zero (0) for the Past Performance Section of the evaluation criteria for that reference.**

#### **B.40 State Project Plan**

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects Respondents to address each objective. Objectives not addressed in the selected Respondent's reply must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the Respondent selected for award, prior to execution of the Contract.**

- 1. Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
- 2. Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where replies which are equal with respect to price, quality, and service are received, preference shall be given to a reply received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.
- 3. Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their reply. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

- 4. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their reply. The written documentation shall be a

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one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime Contractor with whom the firm intends to subcontract.

#### **B.41 ITN Process**

The ITN process consists of three sequential phases: first, the Reply Preparation Phase; second, the Evaluation Phase; and third, the Negotiation Phase.

1. **In the Reply Preparation Phase**, the Respondents will prepare and submit a reply to the Procurement Officer based on the requirements identified in Section C of this ITN and any addenda to the ITN.
2. **In the Evaluation Phase**, an evaluation team will evaluate and score the replies according to the evaluation criteria contained in the ITN and DEO will then post DEO's Notice of Shortlist, if applicable, as set out in Section B.6., Calendar of Events.
3. **In the Negotiation Phase**, negotiations will be conducted according to the negotiation methodology published in Section B.43 of this ITN. The ranking of Respondents' replies will not create a presumption of preference in the negotiation process or for Contract award.

#### **B.42 Evaluation Criteria**

1. DEO reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion or evaluation of the responses submitted.
2. A non-responsive reply shall include, but not be limited to, those that:
  - A. Fail to meet statutory requirements;
  - B. Are irregular or are not in conformance with the requirements and instructions contained herein;
  - C. Fail to utilize or complete prescribed forms; or
  - D. Have improper or undated signatures.

**A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, IN DEO'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE RESPONSE BY DEO AND CAN BE EASILY AND QUICKLY REMEDIED.**

3. DEO has the authority to deem a Respondent as non-responsible. In determining whether a Respondent is responsible, DEO may consider any information or evidence which comes to its attention and which reflects upon a Respondent capability to fully perform the Contract requirements and/or demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract.

#### 4. Criteria

See Attachment I - Evaluation Criteria

#### 5. Evaluation Phase

**DEO reserves the right to conduct demonstrations before the evaluation phase begins.**

The Evaluation Committee will evaluate ITN replies and assign points based on the criteria described in Attachment I to assure ITN replies are uniformly rated. Each Evaluation Committee member will score the initial ITN technical reply independently. The Procurement Office will average the total point scores to convert to average rank, for each response for all evaluators. Total possible points for the evaluation phase of the ITN are 200.

DEO reserves the right to shortlist Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. A shortlist of Respondents may be generated based on the scores for the Technical Response and Cost Reply of this ITN. The top three (3) ranked Respondents will be selected for the shortlist.

Respondents will be ranked numerically (1, 2, 3, etc.) from highest to lowest based on the overall technical response score average. DEO will post a notice on the Florida Vendor Bid System, stating DEO's intent to continue either separate or concurrent negotiations with selected Respondents. The Respondent(s) selected for the shortlist will be posted on the Florida Vendor Bid System at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

<b>For example:</b>	<b><u>Respondent</u></b>	<b><u>Raw Points Received</u></b>	<b><u>Rank</u></b>
	Company B	1000	1
	Company A	900	2
	Company C	800	3.5*
	Company E	800	3.5*
	Company D	750	5

\*In the event multiple Respondents have the same raw point score, the rank positions needed to cover those Respondents are averaged and each Respondent receives that rank. In this case the third and fourth ranks are tied so  $3 + 4 = 7$ ;  $7 \div 2 = 3.5$ . Each Respondent receives a rank of 3.5.

Responses that do not meet the requirements specified in this ITN will be considered non-responsive. In the best interest of the State, DEO reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received.

#### **B.43 Posting of Score and Notice of Negotiations**

Evaluations, scores, and ranks of all replies will be posted with the Notice of Negotiations. The Notice of Negotiations will be electronically posted by the date and time indicated in Section B.6, Calendar of Events, for 72 hours (Saturdays, Sundays and state holidays excluded) on the MyFlorida.com website at the following link: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

##### **B.43.1 Demonstrations and Preliminary Negotiations**

DEO will conduct Demonstrations with the short-listed Respondents prior to the final determination of Contract award. Short-listed Respondents will be asked to participate in a one (1) day Demonstration meeting. The selected Respondents will demonstrate their proposed system/software and discuss their proposed approach. DEO will provide, at a later date but in adequate time to prepare, a detailed agenda based on the requirements in this ITN, which the Respondent must use to demonstrate its concept of the Solution. DEO may provide pre-scripted questions; these questions will include, but are not limited to, the range of topics covered in this ITN. The Respondent's project manager assigned to the reply must be present at the demonstration and preliminary negotiation. The demonstrations and preliminary negotiations will not be open to the public but will be recorded. After Demonstrations and Preliminary Negotiations are complete, DEO will conduct a public meeting to discuss and decide which Respondent(s) DEO will ask to participate in Contract Negotiations. The Respondent(s) selected will represent the Respondent(s) offering the opportunity to provide the best value to the state.

#### **B.44 Negotiation**

DEO will proceed to negotiate with one or more selected Respondents, based on the highest scores calculated during the evaluation phase described in Section B.42, Evaluation Criteria, as described below. The negotiations will not be open to the public, but will be recorded.

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A. Notice of Intent to Negotiate.

DEO will electronically post a Notice of Intent to Negotiate by the date and time indicated in Section B.6, Calendar of Events, for 72 hours (Saturdays, Sundays, and state holidays excluded) on the Vendor Bid System at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

B. Negotiation Meetings.

Pursuant to s. 286.0113(2)(c)2., F.S., negotiations between DEO and potential contractors resulting from an Invitation to Negotiate are exempt from s. 286.011, F.S. and, as such, are not open to the public. Negotiation meetings thus exempted must be completely recorded. No portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

Negotiation meetings will be conducted in Tallahassee, Florida. DEO reserves the right to schedule negotiation meetings (including oral presentations) at a different location in the State, based on ITN replies and/or written requests received from Respondents for an additional meeting venue. DEO will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting. DEO will require all project team leaders for this project to attend its Respondent's oral presentation.

C. Negotiation Methodology.

Negotiations will include the scope of work and related services to be provided by the Respondent until acceptable Contract terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. This process will continue until DEO receives BAFO's from the participating Respondent(s). DEO reserves the option to resume negotiations that were previously suspended.

D. DEO Negotiation Rights.

DEO reserves the right to negotiate separately or concurrently with competing Respondents, as described herein. All ITN Respondents should be cognizant of the fact that DEO, upon completion of each step, reserves the right to select a Respondent or terminate the negotiations process without selecting a Respondent if DEO determines such action would be in the best interest of the State.

**B.45 Award**

Upon completion of the negotiations process, the negotiation team will reach a consensus on which Respondent(s) it believes offer(s) the best value to the state and recommend award accordingly. "Best value" means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship. Upon consideration of the recommendation, the Executive Director of DEO, or a duly authorized designee, shall make the award decision. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

A printed copy of DEO's intended award decision will be posted for 72 hours in the Office of Property and Procurement, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the Florida Vendor Bid System at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

A copy will also be available upon receipt of a written request to the Office of Property and Procurement. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

**Addenda or clarifications to this ITN will be posted on the Florida Vendor Bid System (VBS). It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

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**B.46 Terms and Conditions** *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C);
2. DEO Core Contract (Section D);
3. Special Instructions for the Preparation and Submission of Replies (Section B), General Conditions (PUR 1000);
4. General Conditions (PUR 1000);
5. General Instructions to Respondents (PUR 1001); and
6. Respondent's Reply.

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's reply. In submitting its reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions of this solicitation, including those specifying information that must be submitted with a reply, shall be grounds for rejecting a reply.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

**B.47 Trade Names**

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this reply are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Replies will be considered for any brand that meets or exceeds the quality level of item(s) reply.

**B.48 Visitor Pass to the Caldwell Building**

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow sufficient time to accommodate this process if hand delivering your reply to the Office of Property and Procurement. The official date and time of receipt is the date and time the reply is stamped as received by the Office of Property and Procurement.

**B.49 Employment of DEO Personnel**

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with Section 112.3185, F.S.

**B.50 Respondent's Responsibility**

It is understood, and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the requirements of this solicitation.

**B.51 Accessible Electronic Information Technology**

Respondents submitting replies to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

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## **B.52 Agency for State Technology (AST)**

The Respondent understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Chapter 74-2, F.A.C. The Respondent will ensure the AST has the necessary data and reports to support compliance. The AST shall have the authority to access any and all documents, information or gain other access afforded DEO under this Contract.

## **B.53 Value Added Services - Innovative Ideas**

Value-added services are services beyond those specified in the ITN that may 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 in order to be selected for the Contract, it is not intended to limit Respondent's innovations or creativity in preparing a response to accomplish these goals. Innovative ideas, new concepts and partnership arrangements other than those presented in this Invitation to Negotiate, will be considered.

Additional costs or shared savings associated with value-added services or innovative ideas must not be included in the technical response and should be included in Attachment B, Cost Reply, Section E, and will not be included in awarding cost points.

## **B.54 Definitions**

1. Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
2. Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.
3. Contract Manager: A person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues pertaining to the Contract.
4. Contractor: The person or entity that enters into a Contract to sell commodities or contractual services to DEO. As used in this solicitation the term includes subcontractors used as agents or representatives of the Contractor with the Contractor having primary responsibility for its subcontractors.
5. Contractor Personnel: Persons directly employed by the Contractor, including subcontractor employees acting as agents or representatives of the Contractor.
6. DEO: Florida Department of Economic Opportunity.
7. Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
8. Department Non-Business Hours: Typically Department-observed holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
9. Department-Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

A. New Year's Day;

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- B. Martin Luther King Day;
- C. Memorial Day;
- D. Independence Day;
- E. Labor Day;
- F. Veteran's Day;
- G. Thanksgiving Day and the following day; and
- H. Christmas Day.

- 10. Interface: a single file imported that may be utilized for a single purpose or used by the system for multiple purposes; a dataset spread over multiple files being delivered as part of a specific purpose.
- 11. Invoice: Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- 12. Premise(s): The entire Department of Economic Opportunity real property identified by DEO's Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the Contract agreement.
- 13. Project Manager: DEO's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- 14. Reply: The offer extended to DEO in response to an Invitation to Negotiate.
- 15. Respondent: The person or entity submitting a reply in response to an Invitation to Negotiate.
- 16. Responsive Reply: A reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 17. Responsible Vendor: A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 18. Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- 19. Subcontractor: A person or entity contracting to perform part of another's entire Contract for the Contractor, upon DEO approval.
- 20. Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- 21. Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- 22. Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

**B.55 Strict Enforcement**

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

*- Remainder of Page Intentionally Left Blank -*

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## SECTION C SCOPE OF WORK

### C.1 Purpose

Creating jobs, improving Florida's business climate, and lowering unemployment are all high priorities for the State of Florida. Finding qualified workers with the right skills and training to fill these jobs is a major challenge.

In the last six months, approximately 160,000 job seekers have registered for employment. In addition to the primary Workforce Solution portal, there are various micro-portals that offer specialized labor exchange and job matching services for applicants for Reemployment Assistance benefits, veterans, youth, seniors, and individuals with disabilities.

To meet the challenges facing Florida's Workforce Development System, improving Florida's business climate and enhancing the opportunity of job seekers to find quality employment, this Workforce Solution must provide an innovative solution which includes the following:

1. A state-of-the-art seamlessly integrated labor exchange/job matching system.
2. A repository of job seekers' resumes across multiple industries to enhance Florida's talent pool.
3. A technically sophisticated case management and service tracking system
4. A comprehensive reporting system.
5. Intuitive, easy to use self-service capabilities for employers, job seekers, and training providers
6. Interface capabilities with multiple systems and applications, in addition to the capability to interface through a standard Application Programming Interface (API).

### C.2 Project Overview

To meet the challenges facing DEO and Florida's Workforce Development System, improving Florida's business climate and enhancing the opportunity of job seekers to find quality employment, the Contractor shall deliver an innovative solution which includes:

1. A state-of-the-art labor exchange/job matching system that includes both jobs directly input by employers, staff, as well as an extraction of data from other government, public, and private job posting sites.
2. A repository of job seekers' resumes across multiple industries to enhance Florida's talent pool.
3. A comprehensive case management and reporting system that is tightly and seamlessly integrated with the labor exchange system. The system should capture data reliably and include quality checks on live data input that is reflective of federal requirements. The system shall include tests and/or other tools for assessing an individual's work readiness.
4. Solution must have the capacity to conduct customer satisfaction surveys in accordance with state and federal law and provide reports on information gathered.
5. Solution must have the scanning or other capabilities for identifying customers, tracking services and other functionality to enhance client management, customer service and outcomes.
6. Solution must include the capability to track special populations including, but not limited to: Veterans (including a military skills translator function), Older Workers (that meets accommodation standards for this population), Individuals with Disabilities (that meets accommodation standards for this population), and others to be determined by the State.

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7. A document management system that will allow case managers and others to scan documents into the systems and have those documents associated with a customer and be available for viewing, emailing, and printing.
8. A reporting module and functionality that allows the management for training providers, which includes the requirements for the Eligible Training Provider List (ETPL) for self-service functionality.
9. A mechanism for job seekers to identify target occupations.
10. Interface capabilities with multiple systems and applications, in addition to a standard Application Programming Interface (API), using both Simple Object Access Protocol (SOAP) and Representational State Transfer (REST) technologies. In addition to sending or receiving extracts via batch, File Transfer Protocol (FTP), and other legacy technologies.
11. The ability to provide a relational database system with all necessary documentation including but not limited to data dictionaries and entity relationship diagrams, under the control of DEO for nightly extraction of data which contains the tables necessary for state, federal and ad-hoc reporting. Online reporting tools can be provided but will not substitute.
12. Changes to the system made to ensure State or Federal compliance must be made within the time specified by mutually agreeable project plan and at no additional charge to DEO. For enhancements that will result in an additional cost, the Contractor shall include a fee schedule for change orders that identifies specific roles or titles of staff necessary for the change and an hourly fee. See Section C.7.

### **C.3 General Description**

#### **C.3.1 Employer Services Functionality**

The Employer Services Functionality for the proposed solution must include:

1. Easy to use, self-service tools to register as an employer and to create structured job orders, internships and other opportunities with a clear, logical flow that gives a confirmation of when each process is complete.
2. Simple job order management functions, such as the ability for employers and staff to determine the amount of employer-identifying information a job seeker can see (i.e., job order suppression), and the ability to activate, deactivate, reactivate, and otherwise edit and update job orders.
3. The ability to search for job seekers using key words or various filters, such as education and work experience, and the ability to rank, sort, and display resumes that best match a job opening.
4. Information to gauge the availability of qualified talent by geographic region, such as GPS, zip codes, Enterprise Zones, driving distance and other local criteria.
5. Information on tax incentives or credits available to an employer if a job seeker is selected for employment based on Enterprise Zones, Federal Bonding, Work Opportunity Tax Credits, or other special programs.
6. The ability for staff to apply flags and for employers to see flags applied to job seeker resumes such as those who potentially qualify for the Work Opportunity Tax Credit, Federal Bonding, On-the-Job Training or other state and local programs.
7. The ability to detect suspicious activity to include potentially fraudulent employer registrations and job orders as well as usage anomalies.
8. A method to obtain and integrate resumes from other sources, including resumes for job seekers in Florida, or resumes of job seekers in other states looking for employment in Florida.

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9. Easy to use, self-service tools to register as an employer, including options for employers to enter all information into the system manually or to enter identifying information which will allow the system to query an employer database from the Department of Revenue or DEO's Reemployment Assistance automated system and pre-populate certain employer registration fields from data contained therein. Such fields shall include, but not be limited to, company name, address, city, Federal Employer Identification Number (FEIN), company North American Industry Classification System (NAICS) code, contact information for the individual requesting access, their email address, phone number, username, and password.
10. The ability to use employer registration data to verify the employer is legitimate and should be granted access to the System. The System shall include a tool that allows Staff to review and verify employer applications, and grant employers access to the System.
11. The ability for an unlimited number of authorized employers to post an unlimited number of jobs, including Screening Questionnaires, to conduct unlimited resume searches, to manage candidates that have applied to jobs online, and to maintain job posting template libraries, and a questionnaire library.
12. The ability for each employer user to create up to ten (10) resume search profiles, which will make available email notifications of candidates that match the employer's needs.
13. The ability for employers to manage their own accounts, as well as create other accounts for individuals within their company to access the System.
14. The ability for DEO Administrators to login to an employer's account and perform actions on the employer's behalf.
15. The ability for employers to allow a third party agent to act on their behalf relating to the posting of job orders, in accordance with the system terms of use.

### **C.3.2 Job Seeker Functionality**

The statewide Workforce Solution must provide job seekers:

1. Capability for job seekers to search and identify job openings and learn how to apply for and follow-up on these opportunities.
2. A basic search tool that permits job seekers to enter minimal criteria, such as key words, and then display jobs that contain the entered phrase(s).
3. An advanced search tool that allows job seekers the option to conduct an advanced search by entering data in to multiple parameters to find suitable jobs.
4. Job matching functionality to enable job seekers to find job opportunities which best match the job seekers' skills, education and experience. A job seeker's summary or dashboard of jobs applied for and the current status of job referrals.
5. Direct access to aggregated external job postings, internships and other opportunities for Florida from national job boards, local job boards, large corporations, state and local government sites, national recruiters, government sites, to include military sites, major hospitals, major non-profits, major newspapers, web sites of employers, including those with locations with over 250 employees, and sites that post volunteer positions. The system will provide the job seeker the ability to search simultaneously both internal and external job postings based on the criteria entered.
6. Easy to use, self-service tools to register as a job seeker including options for job seekers to manually enter all required identifying information or to enter limited identifying information which will allow the system to query a database and pre-populate certain job seeker registration fields from data contained therein. Registration will contain a step-by-step

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progress guide to tell each job seeker what percentage of the profile is complete. The guide will show the job seeker their status in the application process and the upcoming step, display the job seeker's background status, and include a list of any needed submissions or attachments.

7. Ability to create multiple registration paths based on jobseeker customer group and information entered during the registration process. Examples of different customer groups include but are not limited to: Reemployment Assistance work registration, basic jobseeker registration, Migrant and Seasonal Farmworker Registration, Veterans and Individuals with Unique Abilities. The job registration paths should be clear and provide direction to the job seekers on next steps and levels of completion; including successful completion.
8. Easy to use tools to build structured job resumes, to create multiple resumes, and allow the upload or modification of resumes.
9. Ability to create a portfolio where user preferences can be defined, documents and assessment results can be uploaded, and dashboards can be customized. Assessments must meet the requirements outlined in 433.091, F.S.
10. Job seeker alerts to provide notification of new job openings matching a job seeker's qualifications.
11. Tools for job seekers to assess their skills, abilities and competencies and access to information about obtaining skills for jobs in chosen occupations.
12. Ability for job seekers to search and display approved training providers for specific occupational areas, including access to information about the training provider performance.
13. Tools for job seekers to research and explore suitable careers based on self-service assessments and labor market information.
14. Access to a military skills translation engine through the micro-portal provided.
15. The ability for a job seeker to create up to ten (10) saved job searches, which can be configured to run on a scheduled basis and deliver a sample of the results to the job seeker via email.
16. The ability to build a sample budget and a career plan, and create cover letters.
17. Direct access to the Workforce Solution through the LWDBs and the virtual Florida Workforce Development system.

### **C.3.3 Staff Functionality**

The Workforce Solution must allow staff and users to:

1. Use automated functionality within the system to support eligibility determinations for WIOA, Trade Act programs, and other programs for targeted populations, including TANF/WT and SNAP E&T.
2. Use individual case management dashboards with elements defined by the jobseeker and staff, for example: caseload status, saved reports, pending actions and required follow up, including case notes.
3. Monitor and report job seeker compliance with program events by creating attendance, placement, progress, and case management reports.
4. Set up events and register participants directly for events such as: job fairs, customized recruitments, re-employment services, job coaching, and Rapid Response and Trade Applications. Track and report on program data in compliance with state and federal guidelines. Complete reports required by the State of Florida and U.S. Department of Labor, Employment and Training Administration (ETA) for state and federally funded programs such as Wagner-Peyser (Including Migrant and Seasonal Farmworkers and Veterans programs), Workforce Innovation and Opportunity Act,

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Trade Adjustment Assistance, Reemployment Services and Eligibility Assessment (RESEA), Priority Reemployment Planning (PREP), the National Farmworker Jobs Program. Complete reports required by the State of Florida and the U.S. Department of Health and Human Services (HHS) for the Welfare Transition Program and the U.S. Department of Agriculture (USDA) for the Supplemental Nutrition Program Employment and Training, the Welfare Transition Program and submit reports and all associated data files in the agreed upon format and to the party designated by DEO for review and ultimate submission. (Note: The Contractor will be responsible for making changes timely in the system needed to accommodate periodic changes in state and federal reporting.)

5. Display standardized management reports and access ad-hoc reporting capability to meet management and staff needs. The Contractor will, as part of the discovery process, identify which standardized reports are necessary to staff duties and construct and display these to staff within the system as part of the suite of standardized reports. These reports would cover items such as: individual job seeker and employer registrations, service provision, job order activity, and career center scheduling and allow staff to access the individual records of specific individuals, services and other data used to create the reports.
6. Alert and provide reminder information to staff on pre-defined actions requiring follow-up or nearing expiration.
7. Provide administrative preferences to include password functions, email and text addresses and alert updates as addressed in C.6.1, Security Guidelines.
8. Provide administrative ability to add job seeker services and applicable grants.
9. Display customizable alerts when staff interaction or data entry meet DEO specified edit check parameters.

#### **C.3.4 Provider Functionality**

At a minimum, the Workforce Solution will:

1. Offer easy to use, self-service registration to apply as an eligible training provider. This will include the ability to enter all provider information into the system manually. In addition, the system will need the ability to import data on training providers from the Department of Education.
2. Provide the ability to input a brief description of training services offered for consumer choice purposes.
3. Provide alerts to appropriate career center staff upon submission of a provider application for review and approval.
4. Provide periodic reminder alerts when an application has been entered but not reviewed by the LWDB.
5. Provide the ability for approved providers to upload or enter federally required information including but not limited to:
  - A. Cost of training including books, supplies and fees
  - B. Post-secondary and/or industry-recognized credentials offered
  - C. Program costs per student by type of training
  - D. Pre-Apprenticeship Program offerings
  - E. Total number of participants enrolled in the training program
  - F. Total number of participants completing the training program
  - G. Attainment of post-secondary credentials
  - H. Measurable skills gains
6. Provide the ability to record individual entry into unsubsidized employment at second and fourth quarters after exit.
7. Provide the ability to record individual median earnings.

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8. Provide the ability to record individual effectiveness in serving employers.
9. Provide the ability to input program completion information for all individuals in a particular program of study.
10. Provide the ability to distinguish between WIOA participants and non-WIOA participants in a particular program of study and other information needed for reporting purposes.
11. Provide the ability to indicate the duration of training services offered.
12. Provide the ability to identify in-demand sectors and occupations based on information provided by DEO's Bureau of WSER.
13. Provide the ability to upload provider licensure information.
14. Provide the ability to search for providers using different search options such as by name, LWDB, statewide, training offered, credential offered.
15. Provide the ability to interface with Florida Education and Training Placement Information Program (FETPIP) data.
16. Provide the ability to lockdown certain data elements for training providers and to prevent overwriting certain training providers.
17. Provide the ability to upload registered apprenticeships from USDOL through an interface, if available.
18. Provide the ability for providers to select specific local areas in which they would like to provider training.
19. Provide the ability for career center staff to determine whether a provider has been approved in a different area, and to be able to approve that provider for their local area without going through a second screening process.

### **C.3.5 Labor Market Information**

At a minimum, the Workforce Solution will:

1. Provide access to DEO's Bureau of Workforce Statistics and Economic Research (WSER) comprehensive labor market information.
2. Display labor market forecasts, including education and skills training demand, ensuring that all forecasts displayed are provided by DEO's Bureau of Workforce Statistics and Economic Research
3. Compare and display in an aggregate manner job listings and applicant data and trends from the proposed system with the ability to sort the data in various groupings.
4. Ensure all intersecting data between the Contractor's system data and the data provided by DEO's Bureau of Workforce Statistics and Economic Research (including trends in employment and training) are displayed in cooperation and collaboration with DEO's Bureau of Workforce Statistics and Economic Research.

### **C.3.6 Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) / Welfare Transition Program (WT)**

At a minimum, the Workforce Solution will:

1. Provide a case management system that allows for the addition, modification and tracking of program applicant and participant information including:

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- a. Demographics;
  - b. Household information;
  - c. Veteran status;
  - d. Case history;
  - e. Program status;
  - f. Contact information;
  - g. Employment status;
  - h. Program benefit information and participants' compliance with program requirements;
  - i. Assigned activities and activity completion status;
  - j. Participation hours;
  - k. Case exceptions and deferrals; and
  - l. Transportation/supportive service reimbursements.
2. Provide the ability for the state agency to create and manage activity codes.
  3. Provide the ability for staff to assign notes on cases.
  4. Provide federal, state, local, and customized reports.
  5. Generate SNAP E&T and WT letters to program applicants and participants allowing for local letter template customizations.
  6. Provide an integrated online engagement process for incoming applicants and/or participants that at minimum includes:
    - a. Obligations and opportunities acknowledgments;
    - b. Grievance and complaint policies and procedures;
    - c. Program specific orientations;
    - d. Program specific assessments; and
    - e. The ability to add online workshops and/or activities.
  7. Provide LWDBs with the ability to create and manage an online calendar of available appointments by career centers.
  8. Provide participants with the ability to schedule appointments with career center staff and send an e-mail confirmation of the scheduled appointment if the participant has opted in to receiving electronic notifications.
  9. Have the capability to separate staff and participants assigned to WT or SNAP E&T programs including separate services and activities as required.
  10. Provide the capability to link labor exchange information including participant's job searches, job applications, resume information, background information, and online course completion.
  11. Assign staff cases per program and DEO requirements.
  12. Provide a participant specific dashboard containing at the minimum:
    - a. Required number of activity hours each month.
    - b. Number of required hours completed per month.
    - c. Available training opportunities specific to the participant and linkage to the labor exchange system.
    - d. Participant specific job openings and linkage to the labor exchange system.
  13. Provide a means for staff and program participants to communicate via internal and external means.
  14. Automatically generate a "To Do" or task list for staff based on program and participant requirements that interfaces with other external partners to relay the most up-to-date information.

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15. Allow staff the ability to set customized alerts based on date, case deadlines, case activities, etc.
16. Provide a program specific staff customizable dashboard with aggregate case information and the ability to search assigned cases based on case characteristics.
17. Have the capability for program participants to electronically upload documents and for staff to view, download, and print the electronic document as required.
18. Provide a budget planning wizard for staff to assess remaining case funds based on benefits and activities.
19. Allow the ability to add and search for trainings, service and employment providers.
20. Have the capability for staff to enter requests for program specific sanctions, deferrals, and sanction lifts and have the requests upload to the Florida Department of Children and Families (DCF) on a nightly basis.
21. Have the capability to interface with DCF and to download and process files based on program requirements.
22. Allow for staff to reactivate a closed case.
23. Provide the ability for staff to export alerts into 3<sup>rd</sup> party applications.
24. Have the ability to document all case changes with an accessible audit history.
25. Have the ability to assign security access and privileges to all users.
26. Have the ability to transfer cases.

### C.3.7 Technical Requirements

The Workforce Solution will have the following minimal features:

1. Capability to interface with other systems required for program operations and state and federal reporting. A standard API and documentation will be required. **(Note: The Contractor may not establish an API or other interface or data exchange with this system without the specific prior written approval of DEO.)**
2. Archive and audit functionality for data to meet DEO's requirements as specified in this ITN.
3. Compatibility with multiple web browsers, including mobile web browsers, to meet the needs of the current user population.
4. An application that provides labor exchange and job matching services compatible on various cellular devices (i.e. iPhones and Androids).
5. Website look and feel that conforms to the State's web standards (Chapter 282, F.S.).
6. Pre-population of job seeker and employer account registration data from source databases once user authentication has been accomplished.
7. Easy self-service User ID/Password recovery/reset functionality (as defined in C.6.1., Security Guidelines).
8. Ability to use third-party data for validation and verification. For example: CASS Certified Postal standardization, validation of e-mail address, Florida driver's licenses.

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9. Ability to easily reconfigure business rules and content as requirements change.
10. Ability for DEO to set up security features for time-outs for inactivity, lock-out for inactivity or personnel changes, and inappropriate use of system, and dismissal of employees, password resets and monitor account activity.
11. Capability for producing reports which monitor account activity or unauthorized attempts to access system or functions within the system users are not authorized to access.
12. Ability to produce searches, reports and information on a real time or near real time basis.
13. Ability to retrieve and access external aggregated jobs for the purposes of reporting and Federal Contract Compliance monitoring.
14. Single sign-on capability from other systems to the Workforce Solution.
15. Multi-factor sign-on verification capability.
16. Role based user functionality to enable system security administrators to restrict access to different components within the system based on least access privileges needed and positions of special trust. Capability must be user friendly to enable system security administrators to modify roles as necessary and create/delete roles as needed.
17. Ability to request and track system changes and upgrades following audit requirements.
18. Ensure employment is captured by career centers or external interfaces into to the Workforce Solution or external employment sites.

### **C.3.8 Functional Design**

To facilitate job seeker and employer self-service, the Workforce Solutions will have the following capabilities:

1. The ability to post and display links to websites that benefit customers of the system. For example: The Reemployment Assistance (RA) system, the state labor exchange and job posting system.
2. The ability for the Workforce Solution to receive from DEO Reemployment Assistance (RA), through a real-time web service interface, claimant information from the RA claims filed and establish a partial work registration or to update current work registration information for a claimant. This interface must also return, from the Workforce Solution, the token need to enable RA claimants the ability to login to their Workforce Solution account via a link on their RA home page (single sign-on).
3. For the RA program, the ability to provide confirmation to RA claimants that the work registration process is complete.
4. For the RA program, the ability to provide a response to a live web service call from RA as to the claimant's full Workforce Registration in accordance with DEO, DWS Rule 73B-11.015.
5. The capability to display information to the job seeker reflecting the jobs applied for and the status of job applications.
6. The ability to upload/submit/attach electronic documents in .pdf and other formats, including uploading and interpreting resume information, certificates, credentials, license information, continuing education, and other job seeker documentation.
7. Capability for information identified on an uploaded resume to prepopulate related fields during the registration process to ensure full or partial registration is created.

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8. Capability to allow users to correct missing or incomplete information and resubmit without having to reenter information, up until the point the user receives a staff assisted service based on program requirements.
9. Online help functionality, mouse-over definitions.
10. Certified multi-lingual capability (English, Spanish and Haitian Creole required) and multi-lingual information about agencies that offer products or services in languages other than English.
11. The ability to save, exit and return to a form within the system that does not result in the loss of entered data.
12. Validation of e-mail addresses provided by users and assistance to create an email address.
13. The ability to allow users to receive e-mail and text alerts about upcoming events. For example: job openings, training events, and job fairs. Users must provide explicit consent for the receipt of texts to comply with Federal Communication Commission requirements.
14. The ability to provide user-defined dashboard containing items such as:
  - a. "Next steps" and a list of unfinished tasks
  - b. Links for continued interaction with registered employers and job openings
  - c. Real-time view of the status of recent job applications
  - d. Calendar of upcoming events (training, job fairs, etc.)
  - e. Secure message center where the job seeker can communicate with career center staff and employers.
15. The ability to provide access to electronic and information technology for persons with disabilities to conform with section 508 of the Rehabilitation Act of 1973, as amended, and 29 U.S.C. section 794(d), including the regulations set forth under 36 C.F.R. part 1194 ("508 Standards").
16. The ability to track services provided under all programs managed within the system (for example: Wagner-Peyser, including Migrant and Seasonal Farmworkers and Veterans programs, Workforce Innovation and Opportunity Act, Trade Adjustment Assistance, Reemployment Assistance Services and Eligibility Assessment (RESEA), the National Farmworker Jobs Program, Supplemental Nutrition Assistance Employment and Training Program and the Welfare Transition Program), associate these services with the appropriate reporting categories, and record the outcomes of individuals receiving these services.
17. Direct access to the Workforce Solution from the LWDBs and career centers to ensure appropriate tracking of external job referrals and where users may review and apply for open employment vacancies posted on the Workforce Solution.
18. The ability for the Workforce Solution to present to the RA claimant logging into the Workforce Solution through single sign-on through the CONNECT system or successor TA management information system, the correct landing page within their Workforce Solution account. The ability to provide RA with the URLs for the various (currently 3) landing pages with certified multi-language capability (English, Spanish and Haitian Creole required).
19. Single sign-on capability for users accessing the Workforce Solution from the LWDBs and career centers' systems where users may access the Workforce Solution without the requirement of additional form submission or secondary data input.

#### **C.4 Major Program Goals**

The purpose of the Contract is to provide an innovative solution that meets the business requirements outlined under state and federal law. The State will make personnel available to the Contractor during the Contract period who have the requisite business expertise, will be able to respond to questions and provide available data and expertise.

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Contractor shall provide its own equipment. Contractor shall be provided access to State resources during regular business hours for the contract performance period to allow Contractor to facilitate communication, study the environment and implement the Workforce Solution.

The Workforce Solution shall provide the state with an integrated, adaptable and scalable web-enabled system to support the services required to be provided by the Wagner-Peyser Act and Veteran's Services programs, the Workforce Innovation and Opportunity Act (WIOA), Trade Adjustment Assistance, the Reemployment and Eligibility Assessment, and other federal, state and local programs, including TANF/WT and SNAP E&T.

The state will promote the Workforce Development System and the Workforce Solution to state and local governments, colleges and universities, business associations, and other entities to increase participation and utilization of the technology solution.

The Workforce Solution should increase participation of employers by increasing self service capability and providing:

1. Continual access to systems that maintain a large number (at least 250,000) of unique, active Florida-based resumes or resumes of job seekers looking for employment in Florida (this does not include resumes and applications on the current Workforce Solution which will be converted).
2. A simple intuitive user interface for job posting and candidate searches.
3. The ability to manage candidates using various filters, such as education, occupation, and filtering capabilities including the option to rank or identify resumes that best match a job opening.
4. Information to determine the availability of qualified talent by geographic region, such as GPS, zip codes, driving distance and other local criteria.
5. Information on tax incentives or credits available if a job seeker is selected for employment based on Enterprise Zones, Work Opportunity Tax Credits, etc.
6. Ability for staff to assign, and employers to see, flags applied to job seeker resumes who potentially qualify for the Work Opportunity Tax Credit, Federal Bonding, On-the-Job training or other state and local programs.

The Workforce Solution must enhance services to employers and job seekers and support workforce practitioners in assisting those employers and job seekers. DEO seeks to improve services by increasing participation of employers and job seekers by making it easy to:

1. Register for job openings and re-employment services.
2. Apply for job opportunities which best meet the job seekers' skills and experience and provide a summary or dashboard that displays jobs applied for and current status.
3. Identify employment opportunities early in the process, as well as other job-related requirements and training required for the job opportunities.
4. Capture job skills, past experience and education and immediately link job seekers with job opportunities best matching their circumstances.
5. Provide job seekers with access to referral information and feedback on obtaining skills to obtain jobs in chosen fields.
6. Create a profile and upload or modify or create resume(s).

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7. Identify and alert job seekers of any missing items or information which would make their applications less attractive or cause them to be less likely to meet the employers' expectations.
8. Create a portfolio where user preferences can be defined, documents uploaded, and dashboard parameters can be defined.
9. Apply for job opportunities not posted by business registrants and available through employment opportunities generated by searching other job sites.
10. Alert job seekers of any new postings meeting their qualifications.
11. Provide tools for job seekers to assess their skills, abilities and competencies through both self-administered and monitored staff assessment tools. Assessments must meet the requirements outlined in 433.091, F.S.
12. Provide the ability to upload assessment results into the applicants' portfolios to identify training opportunities and job opportunities best matching their circumstances.

DEO also seeks a solution that improves and provides support for the case management and reporting systems required by the U.S. Department of Labor, DEO, CareerSource Florida, Inc., the 24 LWDBs, and the career centers.

This Workforce Solution should allow staff/users to:

1. Provide individual case management dashboards with elements defined by the user and supervisor, such as case status, actions and required follow up, including case notes.
2. Monitor and report service compliance of individuals with events by creating attendance reports, placement and progress reports.
3. Set up events and register participants directly for re-employment services, job coaching, Rapid Response and Trade Act services.
4. Determine eligibility for WIOA, the Trade Act and other programs and other identified customer groups.
5. Track, report and analyze programs for maintaining compliance with federal and state guidelines
6. Provide reports required by the U.S. Department of Labor, Employment Training and Administration (ETA) funded programs and Wagner-Peyser Act, Workforce Investment Act, Trade Adjustment Assistance, Reemployment Assessment programs; provide reports required by HHS's Welfare Transition (WT) program, and reports required by USDA's Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T).
7. Meet federal and state reporting needs, local Workforce Board management and ad-hoc reporting capabilities.
8. Alert and provide reminder information to staff on pre-defined actions requiring follow-up or expiration.
9. Track and monitor training and support services funds allocated for various programs and issue vouchers as determined at the regional level.
10. Provide the ability to easily create ad-hoc reports.
11. Alert and provide information concerning veterans programs.

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Additionally, DEO seeks a solution that displays and provides employers and job seekers access to labor market data and information that ensures collaboration and coordination with DEO’s Bureau of Workforce Statistics and Economic Research. The Workforce Solution should clearly indicate the source of all data and information.

At a minimum, the Workforce Solution must:

1. Provide access to DEO’s Bureau of Workforce Statistics and Economic Research’ comprehensive labor market information.
2. Display labor market forecasts, including education and skills training demand, ensuring that all forecasts displayed are provided by DEO’s Bureau of Workforce Statistics and Economic Research.
3. Compare and display in an aggregate manner job listings and applicant data and trends from Contractor’s system with the ability to sort the data in various groupings.
4. Ensure all intersecting data between the Contractor’s system data and the data provided by DEO’s Bureau of Workforce Statistics and Economic Research (including trends in employment and training) are displayed in cooperation and collaboration with the Bureau of Workforce Statistics and Economic Research.

The Contractor will deliver a turn-key solution. The project approach and timeline will be based on information provided by DEO. Any proposed alternative approach must be focused on mitigating project risks to time, scope and budget and must be approved by DEO before implementation.

The Respondent must describe, in specific detail, the approach, design, and operation of a pilot site to identify and address issues before launch date for a period of no less than three months. The pilot must be fully functional including all of the requirements in this solicitation and subsequent contract. The pilot will be conducted in one or more local areas; to be determined by DEO and will not require users (job seekers, employers, staff, and other) to perform dual-data entry. Upon successful implementation of the pilot, as determined by DEO, other areas of the state will be transitioned to the new system as directed by DEO.

**C.5 Deliverable, Tasks, Performance Measure and Financial Consequences**

Contractor agrees to perform the following:

<b>Deliverable No. 1 – Solution Implementation-Employer Services Functionality</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.1 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor’s solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>

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4. Through coordination with DEO, deploy the approved Job seeker solution into production.		
<b>Deliverable 1 - \$0.00</b>		

<b>Deliverable No. 2 – Solution Implementation – Job Seeker</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.2 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO, deploy the approved Employer Service solution into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor’s solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 2 - \$0.00</b>		

<b>Deliverable No. 3 – Solution Implementation – Staff Functionality</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.3 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO, deploy the approved staff functionality into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor’s solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 3 - \$0.00</b>		

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<b>Deliverable No. 4 – Solution Implementation – Provider Functionality</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.4 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing contractor and DEO project manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO staff deploy the approved labor market information into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor’s solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 4 - \$0.00</b>		

<b>Deliverable No. 5 – Labor Market Information</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.5 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO, deploy the approved Job seeker solution into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor’s solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 5 - \$0.00</b>		

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<b>Deliverable No. 6 – Supplemental Nutrition Assistance Program Employment and Training (SNAP E&amp;T) / Welfare Transition Program (WT)</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.6 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO, deploy the approved Job seeker solution into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor's solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 6 - \$0.00</b>		

<b>Deliverable No. 7 – Technical Requirements</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.7 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO, deploy the approved Job seeker solution into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor's solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 6 - \$0.00</b>		

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<b>Deliverable No. 8 – Functional Design</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Contractor will complete the implementation of all tasks outlined in Section C.3.8 within the timeframe specified in the approved project schedule:</p> <ol style="list-style-type: none"> <li>1. Conduct and document solution transition requirements between existing Contractor and DEO Project Manager.</li> <li>2. Conduct User Acceptance Testing.</li> <li>3. Resolve technical issues.</li> <li>4. Through coordination with DEO, deploy the approved Job seeker solution into production.</li> </ol>	<p>Contractor must successfully conduct user acceptance testing and deploy the approved solution within the time frame established by the approved project plan approved by DEO.</p>	<p>Failure to complete all tasks within the approved project schedule timeframe will result in a \$10,000.00 per calendar day financial assessment fee per business day against the Contractor until the Contractor's solution is fully implemented.</p> <p>The financial assessment fee may be waived by DEO if delays are beyond the control of the Contractor as documented by the Contractor and approved by DEO in writing.</p>
<b>Deliverable 6 - \$0.00</b>		

## **C.6 Security Requirements**

### **C.6.1 Security Guidelines**

The Contractor must ensure that the following technical requirements are met or exceeded:

1. The Application and/or underlying infrastructure must support the ability to limit access to specific internet protocol (IP) address ranges and domains.
2. The Application and/or underlying infrastructure must support easy (ideally automated) export of log data.
3. The current version of the Open Web Application Security Project (OWASP) Top 10 must be used as a minimum guideline for developing and vetting the security of the Web Application.
4. The Application must support role-based access control for all users.
5. The Application must generate user audit reports by role.
6. The Application must be able to provide audits and alerts for user activity, including, but not limited to, changes to records, exports, and printing.
7. The Department must have the ability to change or disable vendor default settings that pose a security risk. Such settings include, but might not be limited to:
  - a. Encryption Keys;
  - b. Accounts;
  - c. Passwords; and
  - d. Simple Network Management Protocol (SNMP) community strings.

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8. The Application and/or underlying infrastructure must use strong, unique encryption keys, where applicable.
9. The Application must allow accounts to be configured with strong passwords and passphrases, meeting or exceeding minimum Department requirements.
10. The Web Application's infrastructure must meet RTO and RPO requirements defined by the Department for the system and the business program it supports.
11. The Application should support integration with common Identity and Access Management tools.
12. If cloud infrastructure is used for strong confidential information, it should be FedRAMP (<https://www.fedramp.gov/>) certified for the appropriate data impact level.
13. SaaS vendors should be able to provide a SOC 2 compliance audit report, conducted annually by a third party.
14. The application must be supported by at least 90% of browsers in the market, with at minimum support for the 2 most recent publicly released versions.

### **C.6.2 Security Reporting**

The Contractor shall deliver the following information:

1. Audit information including, but not limited to, physical access, logical security control and system logs.
2. Description of all performance reporting included with the Workforce Solution (e.g. hardware and software performance reports).
3. Usage and performance reporting.

### **C.6.3 Security Laws and Rules**

The Contractor will be subject to all State of Florida Information Technology Security rules, standards, policies, and reporting requirements for the protection and security of information technology and data.

Specifically, the Contractor shall comply with the following Florida laws and rules:

1. The agency requirements highlighted in Section 282.318, Florida Statutes [specifically (4)(a) and (4) (c-i)], requiring a designated information security manager, comprehensive risk analysis performed at least every three years, established information security policies and procedures, implemented security controls, periodic internal audits, consideration of security during procurement, employee security awareness efforts, and incident detection and response.

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0200-0299/0282/Sections/0282.318.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0282/Sections/0282.318.html)

2. Section 501.171, Florida Statutes, Security of Confidential Personal Information concerning notice and duties of third-party agents and requirements for disposal of customer records.

[http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mode=Display\\_Statute&Search\\_String=501.171&URL=0500-0599/0501/Sections/0501.171.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=501.171&URL=0500-0599/0501/Sections/0501.171.html)

3. Florida Information Technology Resource Security (Chapter 74-2, F.A.C).

DEO Security policies derive guidance and ideology from the NIST 800 Series, NIST Cybersecurity Framework, and the Center

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for Internet Security (CIS) Controls (<https://www.cisecurity.org/controls/>). The Contractor is expected to remain in compliance with these policies over the lifetime of this contract.

### **C.7 Recovery, Backup, and Restore**

The Respondent must provide a disaster recovery plan for the Workforce Solution as part of its response. As part of the disaster recovery plan, Respondent must provide a backup and recovery solution that minimizes the risk of data loss, provides for regular backups, and the ability to restore data in the event of equipment failure, or other mishaps. Solutions must include detailed actions to be taken in the event of a natural disaster (e.g. hurricane, fire, water damage, etc.) or a disaster resulting from negligence, sabotage, etc.

The Contractor shall provide a solution for disaster recovery, ensuring the continuity of services in the event of a disaster at data centers critical for State of Florida services.

Any offsite disaster recovery solutions outside of Florida will adhere to stringent security requirements and reside within the continental United States.

The Contractor will submit to DEO an Emergency Preparedness Plan within thirty (30) calendar days after execution of the Contract. This plan will include:

1. Pre-Disaster Records Protection;
2. Documentation of approved backup arrangements;
3. Formal agreements of all parties;
4. The prioritization of systems and modules;
5. Arrangements for use of a backup facility; and
6. Periodic testing of the backup procedures/facility.

DEO will accept, reject, or request modifications of the plan in writing upon completion of its review. If the plan is rejected or a modification is requested, Contractor will have thirty (30) calendar days to provide an updated plan.

In the event of an emergency, DEO may exercise oversight authority over the Contractor to assure implementation of agreed emergency relief provisions. Any offsite disaster recovery solutions outside of Florida will have to adhere to stringent security requirements and reside within the continental United States.

### **C.8 Project Management Plan**

The Respondent must develop a Project Management Plan as part of the methodology and approach to the Workforce Solution. The plan shall follow industry standard best practices for project management detailing, including, at a minimum, the methodology and approach to the Workforce Solution.

DEO's Project Management Team and the Contractor Management Team will work together during initiation and planning to refine the Project Management Plan based on the project approach and schedule. The plan must be approved by DEO.

Within five business days after Contract execution, the Contractor shall conduct a kickoff meeting in coordination with DEO. The Contractor's key staff will attend. The Contractor will present an overview of the project approach, a detailed project schedule including the schedule for the submission of each subcomponent plan, project work location(s), plans for submitting deliverables, plans for facilitating DEO's review and approval of deliverables, plans for requirements validation activities, and other areas of coordination between the Contractor and DEO.

The Project Management Plan will include, at a minimum, the following subcomponent plans:

1. Project Schedule;
2. Change Control;

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3. Communications/Organizational Change Management (Example: A monthly Newsletter);
4. Transition Plan;
5. Document Management;
6. Schedule Management;
7. Quality Management;
8. Issue/Opportunity Management;
9. Scope Management;
10. Risk Management;
11. Resource Management and Staffing;
12. Training;
13. Knowledge Management/Transfer;
14. Acceptance Process;
15. Information Security;
16. Emergency Preparedness / Disaster Recovery;
17. Customer Service Plan; and
18. Post-Launch Regional Customization.

The Contractor will submit these subcomponent plans during the planning phase of the Contract as part of the overall Project Management Plan to be used as the baseline document. These plans will be clarified, revised, expanded, and maintained throughout the term of the Contract and submitted to DEO for review and approval during each of the reviews and other contractually specified review points.

## **C.9 Risk Management**

The Respondent shall develop a Risk Management Plan as part of the Project Management Plan and participate in risk management activities in accordance with DEO's risk management standards.

The Contractor must develop a list associated with the Workforce Solution describing each risk event, evaluate the impact and the likelihood of each event occurring in both qualitative and quantitative terms, and rank the risks and any mitigation strategy.

### **C.9.1 Independent Verification and Validation**

The Contractor shall fund an Independent Verification and Validation to report to the DEO Project Management Team throughout system implementation and launch.

## **C.10 Training**

The Respondent will propose a method to train a large user population that balances effectiveness with expense. The Respondent will describe its training approach and methodology.

The Contractor will design and deliver end user and technical support training to enable direct service providers, support staff, job seekers, and employers to effectively employ the solution. The objective of training activities is to maximize end users' familiarity and skill with the new system to ensure it is used to its full capacity. The Contractor will collaborate with DEO to ensure the proposed training approach meets the evolving needs of state and regional/local stakeholders using the Florida Workforce Solution. The Respondent will submit a formal, detailed training plan to DEO for review and approval within 10 business days of contract award. The plan will ensure that all training products/services are delivered in time to meet the implementation schedule.

### **C.10.1 Functional End User Training**

The Contractor will deliver a comprehensive training curriculum to ensure end user proficiency with system capabilities, associated business processes, and the metrics/analytics needed to make informed decisions related to workforce strategy, service provision, and job-matching. Training products/services will be developed and delivered using industry standard

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instructional techniques and include multiple delivery methods. Training content will be tailored for each distinct end user group and job function identified, which will be determined in partnership with DEO.

All training will be delivered void of personally identifying information within the training materials and associated data. For each method of training delivery, all system reference data will be made obviously false.

Prior to delivery of each new training session, the Respondent will conduct a “dry run” with DEO. The goal of this activity is to review training course content and obtain authorization for training materials, handouts, and presentations from DEO. Following initial delivery of each training course (and ongoing as needed), the Respondent will meet with DEO and the appropriate business unit to update training materials with lessons learned and enhancements based on participant feedback. At a minimum, the Contractor will deliver training to the following user groups at multiple locations throughout the State of Florida:

1. Local staff at LWDBs and career centers;
2. Managers/Directors at LWDBs and career centers;
3. Support staff at LWDBs and career centers;
4. State-Level managers/directors and staff;
5. National Farmworker Jobs Program state staff and contractors; and
6. Other special program users.

For user groups located at LWDBs and career centers, the Respondent will deliver training through a combination of in-person sessions, on-demand modules, and train-the-trainer workshops. All methods of training delivery will use step-by-step user and system instructions, to include data field options and status updates. Class size and class duration for each customer group will be documented in the submitted formal training plan subject to review and approval by DEO. The Contractor will track attendance and course completion for all in-person sessions in order to provide status information to DEO. The Respondent will also reschedule participants/courses as needed, and provide associated reports to DEO.

The Contractor will propose a minimum number of in-person trainings, while recognizing that final determinations will be influenced by further discussion with DEO:

These sessions will be complemented by the delivery of recorded, on-demand modules that mimic the content covered during in-person training sessions. A separate module will be developed for each user group and will be designed to simulate the technical aspects of using the system, changes to processes and procedures, and optimal usage of system output for data-driven decision making. Each module will include a short test or quiz to ensure participant comprehension of the training material. These on-demand training modules will serve as a valuable resource for newly hired staff or as refresher/just-in-time training for existing staff. The modules will be designed, developed, and configured based on DEO's specifications, and made available within the case management interface. The Contractor will also provide relevant modules directly to DEO for use within a learning management system. The Contractor will update on-demand training module content as components of the system are added or changed.

The Contractor will also facilitate a series of train-the-trainer workshops for managers and super-users of the new system to allow LWDBs and career centers the ability to provide internal training without continued vendor support. The Contractor will work with each LWDB and career center to identify current staff members to participate in the train-the-trainer workshops and deliver training.

For job seekers and employers, the Contractor will deliver recorded, on-demand training focusing on how to best leverage the proposed solution. The Contractor will update on-demand training module content as components of the system are added or changed. The employer and job seeker modules will be hosted by the Contractor and delivered to DEO in the form of hyperlinks that can be directly accessed by employers/job seekers or posted to the appropriate section of the solution.

### **C.10.2 Training for Technical Support**

The Contractor will deliver Administrator Orientations for administrative users with 16 hours of intensive classroom time, covering the basic application architecture of the proposed case management solution, support options, configuration wizards, and system/user security controls. The Contractor will also deliver Results Orientation and Results Advanced trainings to introduce report writers and analysts to the SAP Business Objects reporting platform, primarily focused on the Web Intelligence report writer. These courses will cover both basic application architectural components as well as advanced configuration options. For advanced features such as API and Web Services, the Contractor will schedule individual working sessions as needed.

The Contractor will also deliver one-on-one training support for DEO's administrators and report writers directly in their configured production environment.

The Contractor will provide a Training Specialist as the primary point of contact for all implementation training needs. The Training Specialist will coordinate DEO and the implementation Project Manager to identify custom training development needs and schedule all training courses.

### **C.10.3 Training Post Launch**

The Contractor will deliver, as part of the detailed training plan to be reviewed and approved by DEO, a plan for the delivery of training, both onsite and online, immediately post go-live, and ongoing throughout the life of the contract. Post Go-Live training should be needs-based, using identified staff issues and statewide requested topics. Ongoing training should be focused on system refresher training, new feature optimization, and best practice dissemination.

### **C.11 Change Control**

During the term of the Contract there will be a formal Change Control Board, and Change Control Process. The Change Control Board members will consist of representatives of DEO, Local Workforce Development Board staff, CareerSource Florida, and Respondent. DEO will designate the Chair of the Change Control Board. The Change Control Board may meet monthly or as needed. Prior to implementing a version upgrade, adding plug-ins, adding additional modules or major functionality changes, the Contractor will conduct integration and systems testing to ensure the change is operating as expected and all modules are working as designed prior to the change. In addition, the Contractor shall provide DEO and system users with advanced notification of the changes and, if applicable, the training material and advance training on the new version or upgrade.

The following change control process shall be used:

1. Any services, functions, products and materials that would be reasonably necessary for Contractor to perform its services, as described in the Scope of Work (Section C), are not considered new services. If DEO requires Contractor to perform new services DEO determines are (1) materially outside the Scope of Work, or (2) any modification in scope, DEO shall submit a written request to Contractor's Project Manager to furnish a proposal for carrying out the requested change.
2. The Contractor will examine and identify to DEO the implications of the requested change on the technical specifications, project schedule, price and method of pricing of the services and shall submit to DEO, without undue delay, a written proposal for carrying out the change.
3. Should the Contractor believe that requested change will adversely affect execution of the Project or the efficacy of the Workforce Solution, it shall communicate such, including any impact to warranty, to DEO in writing, but shall nevertheless carry out the change if DEO directs it to do so, and DEO accepts the stated impact to the warranty.



4. A written Contract change order shall be prepared and executed by the parties prior to initiation of the change by Contractor. The change order shall describe the change and its effects on the services provided by Contractor and any affected components of the Contract.
5. A Contract change order will be documented as a modification of the Contract.
6. If DEO requests or directs the Contractor to perform any activities that Contractor believes constitute a change, Contractor must notify DEO that it believes the requested activities are a change prior to commencing the performance of the requested activities.
7. If the Contractor fails to notify DEO and to obtain DEO's approval prior to commencing performance of activities which constitute a change, such activities shall be performed at Contractor's risk. If an activity is commenced but not approved, the Contractor shall remove the change at no cost to DEO or, at DEO's discretion, modify the change to meet DEO's requirements.
8. The Contractor may initiate a change proposal if it believes the change would benefit the Workforce Solution. The Contractor will consult with DEO and submit a draft proposal for such change in writing and advise DEO of the anticipated timeframe needed to complete the change. All changes that are to be provided to DEO at no additional cost to DEO (e.g., updates or upgrades) are exempt from the written change order requirement; however, the Contractor shall provide advance notification of implementation to DEO and to all Local Workforce Development Areas and career centers.

#### **C.12 User Documentation**

The Contractor shall develop user and technical documentation, to include a data dictionary, with sufficiently detailed step-by-step instructions that completely address definitions, functionality and programming of the Workforce Solution. These manuals and materials must be available to on-line users. The Contractor:

1. Will develop, maintain and make on-line and available to DEO detailed documentation of all system interfaces during the term of the contact.
2. Will document and maintain separately programming customized to Florida. The Contractor shall not consider programming done under this contract that is customized to Florida to be proprietary.

#### **C.13 Warranty**

Contractor shall provide warranty support and maintenance on the Workforce Solution including, but not limited to:

1. Software developed specifically for the Workforce Solution;
2. Integration of all software in the Workforce Solution; and
3. COTS software required for the Workforce Solution.

The warranty support shall include, at a minimum, testing to isolate problems, problem correction, integrated testing of any warranty repair to ensure that it is complete and appropriate, and regression testing to avoid other problems created by the warranty repair. For critical problems that prevent complete operation of the proposed Workforce Solution, the Contractor shall provide a temporary solution for the problem

#### **C.14 Operations Transition**

Respondent shall submit an Operations and Maintenance transition plan covering all aspects of operational transition. This should include, but is not limited to, addressing the ending performance of the current Workforce Solution as well as the beginning performance of the proposed Workforce Solution.

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The Contractor shall ensure all data to be transitioned is complete and correct at the time of transition.

### **C.15 Transition Plan and End of Contract Data Transition**

The Contractor shall propose a transition plan that supports the state's business strategies and implementation objectives.

At a minimum, the transition plan will address:

1. Minimization of transition difficulties with the existing user population including job seekers, employers and staff to include the dissemination of pre-launch notifications by the Contractor to all currently active employers and job seekers with entered email addresses.
2. Transfer of all existing data specified by DEO.
3. Transfer of information in accordance with established record retention schedules.

#### **C.15.1 Interfaces**

The Contractor shall deliver all pre-existing interfaces to be operational upon date of system launch, as well as any new interfaces requested by DEO for a maximum of 50 total interfaces system-wide. A preliminary list of current interfaces is provided in Attachment N. The Contractor shall not establish an interface or data exchange with an external system without the specific written prior approval of DEO. To facilitate this process, the Contractor shall provide one full time position to DEO for the purposes of review, validation and guidance on the process of creating all necessary interfaces.

#### **C.15.2 Data Conversion**

The Contractor shall deliver the complete conversion of the legacy system database into the new system database to the approval of DEO. The Contractor shall provide ability to transfer large amounts of converted data from the legacy system database into the new system database at the request of DEO. To facilitate this process, the contractor shall provide one full time position to DEO for the purposes of review, validation and guidance on the process of importing the legacy data into the new database.

### **C.16 System Integration and User Acceptance Testing**

The Contractor will be responsible for system integration testing as described in this Section C.16.

#### **C.16.1 System Integration Testing**

The Contractor shall test the proposed Workforce Solution in accordance with established software development practices to include.

1. Integration testing to confirm that assembled units, modules, and COTS application modules operate effectively together and to ensure that functional objectives are being achieved.
2. Interface testing to exercise every interface and confirm that each interface operates according to the interface technical design specifications including interfaces to COTS packages.
3. System testing to exercise the assembled system and confirm that it operates as expected including all system security and user profiles.
4. Stress testing to exercise the system to the limits of its requirements and beyond those limits to confirm graceful failure including COTS packages.
5. Performance testing to confirm satisfaction of performance requirements in a simulated test environment.
6. Usability testing to evaluate the man-machine interface and the web browser interface.

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7. Regression testing to verify core application functionality for all software builds.
8. Contractor shall track status of test planning and test conduct and report on this status in status meetings and status reports. Contractor shall provide to DEO test plans and test results for each of the above tests. DEO reserves the right to participate in any testing activity.

#### **C.16.1.1 Contractor System Integration Testing Responsibilities**

1. Create all required system integration testing deliverables.
2. Establish the test environments.
3. Configure the proposed Workforce Solution to the most current production version of all underlying software, tools, and databases, unless DEO agrees to an exception.
4. Create test data and test files needed for initial testing as well as for re-testing (if any).
5. Conduct integration and system tests. Each module must be tested when it is completed. **The compatibility of all modules for the entire system must be tested when all modules have been completed.**
6. Conduct interface testing.
7. Conduct stress and performance testing.
8. Conduct usability testing.
9. Correct problems; repeating integration, system, stress and performance testing until expected results are obtained.
10. For each set of tests performed, provide documentation for all test results.

#### **C.16.1.2 DEO System Integration Testing Responsibilities**

1. Review, validate, and approve the system integration testing deliverables.
2. Review, validate, and approve Contractor's integration test result documentation.
3. Review, validate, and approve Contractor's interface test result documentation.
4. Review, validate, and approve Contractor's system test result documentation.
5. Review, validate, and approve Contractor's stress test result documentation.
6. Review, validate, and approve Contractor's performance test result documentation.
7. Review, validate, and approve Contractor's usability test result documentation.

#### **C.16.2 User Acceptance Test**

Contractor shall plan, support, and report on acceptance testing to demonstrate that all requirements are met. DEO may identify additional tests, upon mutual agreement with the Contractor, during review of acceptance test planning and testing to ensure that the acceptance tests are robust and complete.

Contractor shall develop test cases, test scripts, test data and test files in conjunction with DEO for all test cases.

Contractor shall confirm that acceptance tests have been planned for all requirements by tracing the requirements to the planned acceptance tests and their associated test cases and test scripts.

Acceptance testing shall be conducted in a test environment that duplicates the operational environment to the greatest extent possible. A team composed of various stakeholders will perform the acceptance testing together with help, participation and support of the Contractor's personnel.

Stress and performance testing shall be conducted as part of the acceptance testing in the acceptance test environment. The acceptance testing shall verify the following:

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1. Adherence to all requirements and design documentation;
2. Documentation of any defects existing in the Workforce Solution;
3. Conversion of legacy data;
4. Completeness and accuracy of system documentation;
5. Response time and overall system performance;
6. System hardware, software, and telecommunications performance;
7. System, data, and application security;
8. Accuracy/performance of system interfaces; and
9. Accuracy of any federal, state and local reports.

The Contractor shall not consider any acceptance test case complete until DEO representatives of the joint test team concur. The Contractor shall record and track all issues identified during acceptance. The Contractor shall troubleshoot all test result anomalies to determine the source of the problem. If necessary, the Contractor shall update test plan, test cases, and test scripts, and shall modify and re-test the proposed Workforce Solution. Following any software change or test script change made during the acceptance testing period, the Contractor shall perform a regression analysis of tests already executed to determine which test results may have been affected by the change and need to be re-executed. The Contractor shall base test data on actual data provided by DEO, but the Contractor must cleanse all test data to remove all confidential information such as actual name, address, SSN, and FEID.

The Contractor shall generate and maintain all required test documentation. During acceptance test planning, the Contractor shall update Attachment M - the Requirements/Deliverables Matrix - to reflect the relationship between requirements and planned acceptance tests.

#### **C.17 Contractor Responsibilities**

DEO considers the Contractor to be the sole contractor regarding all provisions of the ITN Reply and Contract. Contractor is responsible for the following:

1. The Contractor's reply to this Invitation to Negotiate must encompass all services necessary to implement their approach. This would include, but not limited to: all labor, materials, supplies, personnel, facilities, training, hardware, software, software development, operation and maintenance services.
2. Ensure any approved subcontractors used in delivering services are licensed and qualified to do business in the State of Florida.
3. Notify DEO of any proposed changes to key operations staff prior to making such changes. Contractor shall notify and obtain written approval from DEO of the proposed substitution as soon as possible, but no less than seven (7) DEO business days prior to the change. Written documentation shall include the resume of proposed substitutes and the circumstances requiring the change in sufficient detail to permit evaluation on the impact to the project or delivery of services.
4. Assume full responsibilities of services specified in this contract within ninety (90) calendar days of contract execution date unless another date is mutually negotiated between the Contractor and DEO.
5. Designate a Project Manager to work with the DEO Project Manager in fulfilling the Contractor's requirements under this Contract. The Project Manager will be an employee of the Contractor who is dedicated to working with the State on resolving day-to-day issues. Immediately notify the DEO Project Manager and Contract Manager of any changes in project manager designations by email as they occur.
6. Designate a security officer to work with the DEO Project Manager, Contract Manager, Information Technology (IT) Identity and Access Management Unit and IT Security Team in meeting personnel and security requirements of this Contract. The designated security officer will be responsible for coordinating with DEO in obtaining required security background screenings, providing Contractor employees documented initial and on-going security training and awareness, annual refresher security training, processing any systems access privileges, work with DEO on security-related compliance issues, and systems connectivity issues. In the event Contractor employees are granted access to any DEO systems, Contractor's security officer must provide security reports requested by DEO and other information as necessary by DEO in managing security access privileges. The designated security officer will maintain originals of all system access agreement forms and a current listing of all individuals granted online access to DEO systems or DEO

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information. Upon request from DEO, make such information available to DEO. At a minimum, the list must include the first and last names of individuals granted access to DEO information or systems, the individual's user identification (USERID—if applicable), the date access was granted/changed/deleted (if applicable), dates of initial security training and annual refresher training, the security officer's name, email and phone number. Any forms deleting system access privileges must be retained for five (5) years or until their administrative purposes has been served, whichever is longer. The Contractor must maintain sufficient documentation for a pre- and post-audit of systems access privileges granted, changed, or terminated and immediately notify the DEO's Identity and Access Management Unit and DEO's Contract Manager of any changes in security officer designations as they occur.

7. Notify and fully report to the DEO Project Manager verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Contractor's possession related to this Contract is improperly used, copied, or removed by anyone, except an authorized representative of DEO, and any other infractions of any provisions of this Contract, section 443.1715, F.S., any provision of 20 CFR Part 603. Reporting requirements also apply to threats and complaints involving actual or suspected criminal fraud, waste, abuse, or other criminal activities. Upon receipt, DEO will evaluate the information, determine appropriate actions, and notify the Contractor of additional actions required, if any.
8. Immediately notify the DEO Project Manager and submit a written report within twenty-four (24) hours of any situation which could reasonably be expected to adversely affect the Contractor's ability to fulfill its responsibilities under this Contract.
9. Develop and maintain a current Continuity of Operations, Disaster Recovery Plan, Project Management Plan, and Risk Management Plan and Emergency Preparedness Plan to ensure uninterrupted services are provided. Within thirty (30) calendar days of the execution of the Contract, submit to the DEO Project Manager and DEO Contract Manager copies of the plan which must be reviewed and approved by DEO. At a minimum, the plans must contain provisions for pre-disaster records protection and an alternative recovery plan that will allow the Contractor to continue functioning in compliance with the Contract in the event of an actual emergency. The Contractor must ensure documented annual reviews and tests are conducted to demonstrate continuity of operations. The Contractor will notify DEO of annual testing dates and DEO reserves the right to send observers to the testing. DEO agrees to respond in writing within 30 calendar days of receipt of the plans accepting, rejecting, or requesting modifications.
10. Development Implementation Plan that will ensure successful implementation of the Contractor's solution to ensure a seamless transition from DEO's current workforce information technology system.
11. Adhere to DEO RA Program laws, rules, and regulations.
12. Comply with the requirements of the AST as defined in Rule 74-2, F.A.C., and section 282.0051(3), F.S., FDIC, PCI, or other federal and state banking and regulatory requirements.
13. Call back customers, if required, to resolve customers' inquiries.
14. Contractor's call center environment must be designed to have dedicated staff for the RA Program and shall not be shared with other programs without the expressed written consent of DEO. Consent may not be withheld if security concerns are adequately addressed in conformance with applicable federal, state, and DEO security policies and procedures.
15. Notify DEO as soon as possible of planned or unplanned operational outages that affect the Contractor's ability to deliver services under this Contract.
16. Comply with DEO security and confidentiality requirements specified in Section C.20.
17. Contractor is prohibited from using or selling claimant account information to solicit other business, and must provide a written policy to ensure data privacy and security to DEO and the claimants.
18. Contractor agrees to indemnify DEO and the State of Florida from any direct, or indirect, financial loss that may be incurred by the Contractor due to any act, whether negligent or compliant, related to the systems and processes of workforce information technology system.
19. Provide full disclosure of any identity theft and notify claimants and DEO of any active fraud schemes.
20. Provide full disclosure of any identity fraud or identity theft programs and detection methods.
21. By accepting this Contract, the Contractor agrees to permit DEO or its designees to make on-site inspections of records relevant to this contract and ensure the requirements of 20 CFR Sections 603.5-603.10 and Florida Statutes are met. Inspections may take place with or without prior notice during normal Contractor business hours wherever the records are maintained. The Contractor records are to be maintained in compliance with 20 CFR Sections 603.5-603.10 to ensure the confidentiality of the information. Failure of the Contractor to allow such inspections shall be cause of material breach of the provisions of any contract issued.

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### **C.18 One-Off Projects/ Unknown or Unspecified Tasks**

During the term of the Contract, DEO may require additional commodities and/or services within the general scope of this Contract (including, but not limited to: expanded functionality or state or federal legislative changes not known at the time of the initial ITN contract).

During the term of the Contract, including any extensions, DEO reserves the right to negotiate with Contractor for the provision of additional commodities and/or services within the general scope of the initial ITN/Contract. At such time, if DEO and Contractor successfully negotiate cost, schedule, deliverables, etc., Contractor will provide a written proposal to DEO. DEO reserves the right to utilize other pricing sources available to ensure that DEO is receiving competitive market rates for additional products/services.

All additional commodities/services requested by Contractor shall be done in the form of a Contract Amendment and/or change order. Contractor is not authorized to provide/commence any additional product/services until DEO's Project Manager/Contract Manager has secured all required state, federal, and other applicable approvals necessary to issue a written Contract Amendment and/or change order executed by DEO.

Additional costs associated with One-Off Project's positions and hourly rates shall not be included in the technical reply and shall be included in Attachment B, Cost Reply, Section F, and will not be included in the awarding cost points.

### **C.19 Staffing Levels**

Contractor is required to maintain sufficient staffing levels, staff qualifications, skills, knowledge, and abilities for the duration of this Contract to ensure services are provided in a quality, timely, and efficient manner.

### **C.20 Professional Qualification**

The Contractor or its subcontractor(s) shall have experience and be able to demonstrate a working knowledge of the regulations, statutes, policies and procedures of the programs including the Workforce Innovation and Opportunity ACT (WIOA), Wagner-Peyser (WP) including Migrant and Seasonal Farmworkers and Veterans programs, Trade Adjustment Programs (TAA) Reemployment Services and Eligibility (RESEA) Welfare Transition and Supplemental Nutrition Assistance Program Employment and Training (SNAP and E&T) and other workforce programs as defined in this ITN.

The Contractor must have a history of working with local and/or state and/or federal programs in a similar program.

### **C.21 Staffing Changes**

The successful Contractor shall staff the project with key personnel identified in the Contractor's reply, which are considered by DEO to be essential to this project. As soon as possible, but no less than seven (7) business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

### **C.22 Service Times**

Contractor shall maintain hours of operation between 7:00 AM EST and 6:00 PM EST, Monday through Friday, not including any federal or state recognized holidays. During the hours of operation, the Contractor shall have the appropriate number of staff to handle service calls.

### **C.23 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. The Contract documents shall include terms and conditions of the ITN, any addenda, reply, and DEO Contract.

### **C.24 Method of Payment/Invoice**

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Identification Number (FEID) of the Contractor. The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

Contractor shall submit invoices to DEO on or before the 5<sup>th</sup> of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1) (a), Florida Statutes.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

### **C.25 Background Screening**

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

Contractors or contractor employees who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project.

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

Contractor employees who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to this project. Screening results indicating convictions of disqualifying offenses will result in a contractor employee not being allowed to work on this project. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

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's Contract Manager. DEO's Contract Manager will provide written approval/disapproval of the Contractor's employees to the Contractor. Contractor employees 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 assigned to this project.

### **C.26 Contract Extension**

Extension of a contract for contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be

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only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

### **C.27 DEO Responsibilities**

1. Ensure on-going training and technical assistance is available as needed to Contractor by DEO's Contract Manager and programmatic staff.
2. Assign a Contract Manager and DEO Project Manager to manage the Contract.
3. Ensure the DEO Contract Manager provides information to the Contractor as required.
4. Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required.
5. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
6. Be available for consultation throughout the project.
7. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
8. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
9. Maintain paper, electronic and final archive copies of all deliverables.
10. Expediently respond to inquiries or requests from Contractor.
11. Provide meeting sites when necessary.
12. Ensure project management and oversight standards set forth in rules 74-1.001 - 1.009, F.A.C. are followed.
13. Ensure contractor's compliance with the requirements of the AST as defined in Rule 74-2, F.A.C., and section 282.0051(3), F.S.

### **C.28 Contractor's Responsibilities upon Termination**

After receipt of a Notice of Termination, and except as otherwise specified by DEO, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the notice.
2. Complete performance of such part of the work as shall not have been terminated by DEO.
3. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which DEO has or may acquire an interest.
4. Upon the effective date of termination of the Contract, Contractor shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

### **C.29 Financial Consequences for Failure to Timely and Satisfactorily Perform**

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5 of this Scope of Work will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, if the services/items agreed to under the Contract are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed a financial consequence as shown in Section C.5.

If Contractor(s) has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, DEO, in its complete discretion, may grant a one-time waiver upon Contractor coming into compliance with the corrective action plan. Should the Contractor fail to complete the work within the agreed upon timeframes or terms, DEO will assess and collect liquidated damages in the amounts set out in C.5. However, if such conditions of non-performance continue, that may amount to a material breach for which DEO may pursue recovery of actual losses resulting from the Contractor's failure to perform, and DEO expressly reserves this right. DEO's failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives DEO's right to assess additional liquidated or actual damages relating to other similar occurrences in addition to the specific liquidated damages noted below in C.30. The dollar amount for each consequence will be negotiated during final contract award.

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This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Vendor Core Contract.

### **C.30 Liquidated Damages upon Contract Termination**

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.29) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

### **C.31 Notification of Instances of Fraud**

Incidents of Contractor's operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

### **C.32 Confidentiality and Safeguarding Information**

Contractor may have access to confidential information during the course of performing the services described in this ITN. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this ITN. The Contractor's confidentiality procedures must be approved by DEO and must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

- C.32.1 Any confidential reemployment 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.
- C.32.2 Contractor employees providing services under this Contract with access to confidential information must receive initial, on-going, and annual security training and awareness on the confidentiality provisions of this Contract, 20 CFR Part 603, 7 CFR 272.1(e), 45CFR 205.50, and sections 443.1715, F.S., 446.50, F.S., and ensure Contractor employees who are granted access to confidential reemployment data receive a Level 2 background screening, as described in section C.23.
- C.32.3 Contractor will ensure the confidentiality of information obtained from DEO under this Contract against unauthorized access or disclosure and agrees:
  - C.32.3.1 The information will be used only to the extent necessary to assist in the valid administrative needs of the Contractor and shall be disclosed only for those purposes as defined in this SOW or as authorized by law.
  - C.32.3.2 Any confidential information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
  - C.32.3.3 The information shall not be used for any purposes not specifically authorized by this SOW.
  - C.32.3.4 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
  - C.32.3.5 Contractor will instruct all personnel granted access to the confidential information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this Contract and provisions specified in section 443.1715, F.S., and 20 C.F.R Part 603.9 and the penalties for violations specified in sections 775.082 or 775.083, F.S.
  - C.32.3.6 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 confidential information.
  - C.32.3.7 Contractor understands and agrees to promptly notify DEO of any breach of security related to confidential data in their possession. Contractor further understands and agrees to be responsible for full compliance with section

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501.171, F.S., if applicable, in the event of a breach of security concerning confidential personal information in their possession, including but not limited to, providing notifications to affected persons. Contractor agrees to provide any such breach notifications, if applicable, to DEO for prior review and approval of the contents of the notice. DEO has the right under this Contract to reasonably determine if section 501.171, F.S., applies, if notifications are necessary, and what type of notification is required under section 501.171, F.S. Contractor is responsible for all costs incurred in sending breach notifications due to breaches caused by the Contractor, its employees, subcontractors, or agents.

- C.32.3.8 Contractor understands and agrees the provisions of this Contract regarding the requirements to safeguard the confidentiality of the information which is subject to this Contract are considered material conditions of this Contract.
- C.32.4 Portable computing devices (e.g. laptop computers, iPads, Thumb drives, and other portable storage media devices, etc.) Contractor agrees these shall not be used in the performance of this contract.
- C.32.5 Contractor will ensure that no cellular phones are used in Contractor's call center area where work under this Contract is performed. Cellular phones must remain off at all times in work areas that have access to confidential information.
- C.32.6 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 this Contract, to ensure compliance with 20 CFR 603.5-603.10, section 443.1715, F.S., 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 Contractor's compliance with this Contract and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of this Contract
- C.32.7. Contractor shall permit DEO or its designees, to make on-site inspections of records relevant to this contract to ensure the requirements of 20 CFR Sections 603.5-603.10, and Florida Statutes 443.171(5) and 443.1715, and any other State and Federal law, regulations, or rules are being met. Such inspections may take place with or without notice during normal Contractor business hours wherever the records are maintained. The Contractor shall ensure a system is maintained that is sufficient to permit an audit by DEO or its designees, of the Contractor records in compliance with the confidentiality provisions stated herein. Failure of the Contractor to allow such inspections shall be cause of material breach of the provisions of any contract issued.

### **C.33 Change of Ownership**

If a change of ownership of the company is anticipated during the twelve (12) months following the ITN Technical Reply Due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

### **C.34 Ownership and Intellectual Property Rights**

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with DEO and/or its employees, under this Contract shall be the property of DEO. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assign to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

### **C.35 Errors and Omissions Insurance**

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of the Contractor for direct loss which maybe incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. DEO shall be named as the additional insured.

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Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

### **C.36 Performance Bond**

Contractor shall furnish the state an annually renewable performance bond in an amount equal to twenty percent (20%) of the Contract value, within thirty (30) calendar days after the effective date of the Contract. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

1. Beneficiary – The State shall be named as the beneficiary of the bond. Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by the State directly to State.
2. Notice of Attempted Change – The State shall receive thirty (30) calendar days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
3. Premiums – The State shall not be responsible for any premiums or assessments of the bond.
4. Purpose of Bond - The performance bond is to protect the State against any loss sustained through failure of Contractor or any of its employees to faithfully perform the services required by the Contract. No payments shall be made to Contractor until the performance bond is in place.
5. To be acceptable to DEO as surety for performance bonds, the Surety Company shall:
  - A. Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in Florida,
  - B. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code,
  - C. Be in full compliance with the provisions of the Florida Insurance Code,
  - D. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

Annually, before the anniversary date of the contract, the parties will negotiate the amount of bond for the next year. Either party may initiate a Change Order to change the bond and must negotiate for each future years based on the value, as determined at the time of each yearly negotiation, of the remaining deliverables (not based on payments made) utilizing the change order process. Such bond amount will not be modified unless agreed to prior to the end of the bond's annual renewal date.

The surety bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

### **C.37 System Availability and Service Level Agreement**

The System Availability Metric below will be used to evaluate System performance during the term of the Contract, including any extensions and renewals. The Service Level Agreement shall take effect upon DEO's acceptance of Contractor's Solution.

Contractor shall ensure the Workforce Solution is operational twenty-four (24) hours each day and seven (7) days each week.

For the purposes of this Contract, "Uptime" shall mean that the System is functioning and can be accessed by DEO and Users, and functionality defects are not causing a major problem that impedes the ability of Users to perform critical functions, including but not limited to: logging into the system, uploading a resume, or posting a job announcement. The System will not be considered to be in "Uptime" while any Severity Level 1 Problem exists and is not closed or resolved.

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<b>System Availability Metric</b>			
<b>SLA Area</b>	<b>SLA Description</b>	<b>SLA Metric/Frequency of Measurement</b>	<b>Financial Consequence</b>
<p><b><u>System Performance:</u></b></p> <p>Contractor shall provide a hosted web-based System to allow DEO, CareerSource Florida, Local Workforce Development Boards, and career centers and their customers access to the Workforce Solution.</p>	<p>System Availability "Uptime"</p>	<p><b><u>SLA Metric:</u></b></p> <p>99.5% System uptime, measured as a percentage of total hours in the month, exclusive of acceptable downtime per the Service Level Agreement (SLA).</p> <p><b><u>Frequency of Measurement:</u></b></p> <p>The hardware, operating System and network infrastructure is fully managed by the provider and the System is monitored 24 hours a day.</p> <p>Reporting on this measurement will be done monthly, based on the previous month</p>	<p><b><u>Financial Consequence:</u></b></p> <p>Contractor will credit DEO monthly with the prorated hourly fee for every hour of downtime, exclusive of acceptable downtime per the Service Level Agreement (SLA).</p> <p>Should the System fail to meet the System uptime metric of 99.5% uptime during a reporting period, Contractor will credit customer with an additional fee of \$15,000.00 for every twenty-four (24) hours of downtime. Such twenty-four (24) hour periods need not be consecutive.</p>

The following items are generally considered to be outside Contractor’s control providing DEO is satisfied Contractor has exercised satisfactory diligence in anticipating such issues, developing risk avoidances and recovery strategies; and promptly deploying such strategies to mitigate risks. Contractor shall identify such strategies in its Disaster Recovery Plan as referenced in Section C.7. DEO may consider such factors and mitigation efforts in evaluating System availability measurements. Examples include:

- Insufficient or inadequate customer bandwidth or technology
- General internet brownouts, blackouts, or slow-downs
- Failure of Contractor’s utility providers, including power and internet providers, to provide sufficient service
- “Hacking” or “denial of service” activity by a third party
- Force majeure.

Planned, scheduled, and notified down-times undertaken for purposes of ensuring necessary System maintenance are exempt from the System Availability Measurement, providing such events are scheduled 48 hours in advance with notice to DEO and System users and scheduled to minimize DEO and System user impact.

Additionally, any downtime caused solely by the action of or instruction by DEO are excluded from the System Availability Measurement.

**C.37.1 PROBLEM MANAGEMENT**

For the Problem Severity Levels described in Table A, Financial Consequences will be applied as described in Table B. Contractor shall ensure that the System operates such that all DEO business functions are fully functioning twenty-four (24 hours) each day and seven (7) days each week. DEO is solely responsible for determination of Problem Severity Levels.

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**Table A: Problem Severity Levels**

<b>Problem Severity Level</b>	<b>Description</b>
Severity Level 1—Critical	The System is not functioning or cannot be accessed by DEO and/or Users, or the System is causing a major problem that impedes the ability to perform critical business functions because major functionality is not working or is defective, and there is no workaround that is acceptable to DEO. For purposes of financial consequences, the System shall not be considered to be in Uptime for purposes of the System Availability Metric in Part 1 above while any Severity Level 1 Problem is open or ongoing.
Severity Level 2—High	Severe impact to critical Workforce business processes: The System is causing a major problem that impedes the ability to perform critical business functions because major functionality is not working or is defective. A temporary workaround that is acceptable to DEO is available.
Severity Level 3—Medium	Not able to accomplish all functions: Minor System functions are not working or are defective, causing non-critical work to back up.
Severity Level 4—Low	Inconvenience – The System is causing a minor disruption in the way tasks are performed, but does not stop workflow. The System is able to accomplish all functions, but not as efficiently as normal. This may include cosmetic issues, especially in non-staff User-facing applications.
Severity Level 5-Inconsequential	The system is functioning properly, but changes are requested that are not based on functional impediment to the system. Contractor agrees to adequately address Severity Level 5 problems in a manner and time consistent with industry best practices.

**Table B: Financial Consequences**

The timelines specified in this Table B shall commence when the Contractor has verified the problem is actually occurring in the system rather than being a result of user error or other non-system issue after DEO or its representative contacts Contractor’s Customer Service Representative (“CSR”) via telephone or through electronic means established by Contractor. Financial penalties for problem resolution on Severity 2-4 items are capped at 15% of the total monthly invoice per month.

- Severity Level 1

<b>For Each Severity Level 1 Issue Not Closed</b>	<b>Financial Consequences</b>
0-3 hours and 59 minutes	\$0 penalties
4 hours-5 days since issue identification	Contract payment reduced each day by a total of \$1,000
6-10 days since issue identification	Contract payment reduced each day by a total of \$2,000
11-30 days since issue identification	Contract payment reduced each day by a total of \$3,000.
31+ days since issue identification	Contract payment reduced each day by a total of \$5000.

- Severity Level 2

<b>For Each Severity Level 2 Issue Not Closed</b>	<b>Financial Consequences</b>
0-24hr	\$0 penalties
1 day-5 days since issue identification	Contract payment reduced each day by a total of \$2,000
6-10 days since issue identification	Contract payment reduced each day by a total of \$3,000

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11-30 days since issue identification	Contract payment reduced each day by a total of \$5,000.
31+ days since issue identification	Contract payment reduced each day by a total of \$7,500.

- Severity Level 3

For Each Severity Level 3 Issue Not Closed	Financial Consequences
80% of Severity Level 3 Issues resolved within the next system release but not later than 30 days from issue identification, measured monthly for the month preceding the current billing month.	Contract payment reduced by \$5000, plus \$500 dollars for each additional business day beyond the system release or beyond 30 days.
Less than 60% of Severity Level 3 Issues resolved within the next system release but not later than 30 days from issue identification measured monthly for the month preceding the current billing month	Contract payment reduced by \$12,500, plus \$1250 dollars for each additional business day beyond the system release or beyond 30 days.
Less than 40% of Severity Level 3 Issues resolved within the next system release but not later than 30 days from issue identification measured monthly for the month preceding the current billing month	Contract payment reduced by \$25,000, plus \$2500 dollars for each additional business day beyond the system release or beyond 30 days.
Less than 20% of Severity Level 3 Issues resolved within the next system release but not later than 30 days from issue identification measured monthly for the month preceding the current billing month	Contract payment reduced by \$50,000, plus \$5,000 dollars for each additional business day beyond the system release or beyond 30 days.

- Severity Level 4

For Each Severity Level 4 Issue Not Closed	Financial Consequences
80% of Severity Level 4 Issues resolved within the next 2 appropriate system releases from issue identification, but not later than 60 days from issue identification, measured monthly for the month preceding the current billing month	Contract payment reduced by \$2500 plus \$250 dollars for each additional business day beyond the system release or beyond 60 days.
Less than 60% of Severity Level 4 Issues resolved within the next 2 appropriate system releases from issue identification, but not later than 60 days from issue identification, measured monthly for the month preceding the current billing month	Contract payment reduced by \$5000, plus \$500 dollars for each additional business day beyond the system release or beyond 60 days.
Less than 40% of Severity Level 4 Issues resolved the next 2 appropriate system releases from issue identification, but not later than 60 days from issue identification, measured monthly for the month preceding the current billing month	Contract payment reduced by \$12,000, plus \$1250 dollars for each additional business day beyond the system release or beyond 60 days.
Less than 20% of Severity Level 4 Issues resolved within the next 2 appropriate system releases from issue identification, but not later than 60 days from issue identification, measured monthly for the month preceding the current billing month	Contract payment reduced by \$25,000, plus \$2500 dollars for each additional business day beyond the system release or beyond 60 days.

### C.37.2 SYSTEM AVAILABILITY REPORT

Contractor will provide a System Availability service report to DEO on a monthly basis. The report shall include information regarding the availability of Services pursuant to the terms of this SLA.

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### **C.37.3 COMMUNICATION AND ESCALATION**

Contractor will follow a closed loop methodology to ensure that Problems are managed according to each Problem's Severity Level, and will keep the relevant Customers informed as Problems move through the resolution process. Problems are received via the Customer Support team as a first contact. Problems that are not able to be resolved by the first tier of support are escalated to a Tier 2 support team. Problems requiring development are logged by Contractor's Tier 2 team for review by the development team and will also be routed to Contractor's Senior Program Manager.

Problems that require development work are prioritized to be addressed in releases. Priority is based on impact to customer's business process, availability of workarounds, and other factors that may deem an issue to be high priority. Once a release vehicle is identified for resolution of the reported issue customers are notified that the issue is scheduled to be resolved and the release date. Upon final completion of testing in the production System, customers are notified that the issue is resolved.

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Severity	Impact	Communication and Escalation
<b>Level 1 – Critical</b>	The System is not functioning or cannot be accessed by DEO and/or Users, or the System is causing a major problem that impedes the ability to perform critical business functions because major functionality is not working or is defective, and there is no workaround that is acceptable to DEO. The System cannot be considered to be in “Uptime” for purposes of the System Availability Metric in Part 1 above while any Severity Level 1 Problems are ongoing. For purposes of financial consequences, the System shall not be considered to be in Uptime for purposes of the System Availability Metric in Part 1 above while any Severity Level 1 Problem is open or ongoing.	Contractor will provide initial response communications within two (2) hours of issue notification by DEO to Contractor’s customer service representative. Critical issues should be reported via phone to expedite resolution of such issues. Updates will be provided to DEO every four (4) business hours or sooner if available, until the issue is resolved or an alternate resolution is identified.
<b>Level 2 - High</b>	Severe impact to critical Workforce business processes: The System is causing a major problem that impedes the ability to perform mission critical business functions because major functionality is not working or is defective. A temporary workaround that is acceptable to DEO is available.	Contractor will provide initial response communications within one (1) business day of issue notification to a Contractor customer service representative. Updates will be provided to DEO once daily during business hours until the issue is resolved or alternate resolution is identified. For issues requiring development work, updates will be provided weekly via standard service reporting including: Target Release, Scheduled Release, and Release Date.
<b>Level 3 – Medium</b>	Not able to accomplish all functions: Minor System functions are not working or are defective, causing non-critical work to back up.	Contractor will provide initial response communications within one (1) business day of issue notification to a Contractor customer service representative. Updates will be provided to DEO once weekly until the issue is resolved or alternate resolution is identified. For issues requiring development work updates will be provided weekly via standard service reporting including: Target Release, Scheduled Release, and Release Date.
<b>Level 4 - Low</b>	Inconvenience – The System is causing a minor disruption in the way tasks are performed, but does not stop workflow. The System is able to accomplish all functions, but not as efficiently as normal. This may include cosmetic issues, especially in constituent facing applications.	Contractor will provide initial response communications within one (1) business day of issue notification to a Contractor customer service representative. Updates will be provided via standard service reporting until the issue is resolved or alternate resolution is identified. For issues requiring development work updates will be provided weekly via standard service reporting including: Target Release, Scheduled Release, and Release Date.

**C.37.4 Response Time for Transactions**

The System must deliver acceptable response times for Transactions. Acceptable response times are as follows:

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Key Customer Transaction	Response time
System search functionality	Five (5) seconds (for page load time)
Job uploads	Ten (10) seconds (for page load time)
Reports	<p>An average response time of up to 90 seconds for simple reports (for example, Demographic Quality) depending on the complexity of the search conditions and the amount of data returned.</p> <p>A simple report typically involves ten (10) or less tables.</p> <p>An average response time of up to ten (10) minutes for complex reports depending on the search conditions, number of records, aggregation requirements, and the amount of data returned. A complex report typically involves more than 10 tables.</p>
All other System transactions	Three (3) seconds

Contractor shall track the above Response Time metrics, and make such data available to DEO. Contractor shall report monthly, with a day-by-day breakdown, on its compliance with the above measures. Contractor will be assessed a penalty of \$1,000 per day for any day that Contractor is in violation of the above listed response times, not to exceed a monthly penalty of \$15K. A violation of the reports metric shall mean an average response time greater than either/both of those listed above for each day. A violation of the System search functionality, job uploads, and all other System transactions metrics shall mean that more than 20% of response times exceed the response time metrics above on any day.

**C.37.5 System Documentation**

DEO shall establish a library that will comprise System Documentation that Contractor must update quarterly. Contractor shall provide all such System Documentation, correct and posted in such manner that designated Staff may access it at any time. If DEO determines the System Documentation is not updated quarterly by Contractor and available to DEO, or is posted with incorrect, outdated, or incomplete information, DEO shall impose a financial consequence of \$5,000 per quarter.

**C.37.6 Training**

Contractor shall provide post-Go-Live and annual training in compliance with the approved training plan required. If DEO determines that Contractor failed to materially comply with its approved training plan, DEO shall impose a financial consequence of up to \$25,000 per quarter until DEO is satisfied that Contractor has provided training sufficient to remedy the material non-compliance.

**C.37.7 Other Deliverables**

Contractor shall provide all deliverables specified in this Contract and all DEO-approved plans. If DEO determines that any deliverable for which a financial consequence in this Service Level Agreement is not being provided to DEO’s satisfaction, DEO shall apply the financial consequences from Section C.37.1, Tables A and B, commensurate with the problem’s severity. DEO is solely responsible for determination of Problem Severity Levels.

**C.37.8 Federal Report Acceptance**

The System shall generate mandatory data files in the format determined by the federal reporting agency based on the data entered in the System. Contractor shall submit all data files to DEO in a manner and time prescribed by DEO. DEO will submit final reports to federal agencies. After receiving approval from DEO, Contractor will perform regular updates to all reports to reflect all new changes to federal and state reporting guidelines and requirements. Major changes to reporting capabilities necessitated by changes to law, are in scope of this requirement. (e.g. Re-Authorization of WIOA). Contractor’s Advanced Support Consultant (ASC) will monitor the System’s reports performance and provide quarterly status reports to

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DEO. System design will include appropriate data edits to ensure data quality. Data will be validated to source records using data business rules (e.g., logical edits, data type, and alphanumeric rules.)

At a minimum 95% of Federal Reports required to be submitted to USDOL under this Contract must be accepted by USDOL upon initial submission. If results fail to meet this minimum requirement, Contractor shall be assessed \$7,500 per quarter. Contractor is responsible for the accuracy of System reporting functionality and calculation; validation of accuracy of data entered by Users is out of scope. Reports rejected for reasons outside the control of Contractor are out of scope.

*- Remainder of Page Intentionally Left Blank -*

**SECTION D**  
**DEO VENDOR CORE CONTRACT**

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 19-ITN-002-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

*- Remainder of Page Intentionally Left Blank -*

**ATTACHMENT A  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least four (4) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT B  
COST REPLY**

The Respondent should propose a fixed price for the duration of the 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 Section C , Scope of Work, of this ITN. Only Section D of this Cost Reply will be utilized for cost scoring according to the formula listed on Attachment I, Evaluation Criteria. The Respondent shall complete all sections of the Cost Reply (Attachment B) using the format provided below, review for accuracy, and sign by an authorized representative. This individual must have the authority to bind Respondent.

**A. Any one-time cost to secure usage of product (i.e., Purchase):**

No.	Product	Costs
1.	License Fee (example)	\$
2.	TBD	\$
<b>Product Costs Subtotal</b>		<b>\$</b>

\*Note: TBD entries should provide the Respondent the opportunity to list additional fees that DEO may not have considered.

**B. Services to produce the following Deliverables, as stated in Section C of this ITN:**

Deliverable	Costs
Deliverable 1: Solution Implementation - Employer Services Functionality, Section C.5 of this ITN	\$
Deliverable 2: Solution Implementation – Job Seeker, Section C.5 of this ITN	\$
Deliverable 3: Solution Implementation – Staff Functionality, Section C.5 of this ITN	\$
Deliverable 4: Provider Functionality, Section C.5 of this ITN	\$
Deliverable 5: Labor Market Information, Section C.5 of this ITN	\$
Deliverable 6: Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) / Welfare Transition Program (WT)	\$
Deliverable 7: Technical Requirements, Section C.5 of this ITN	\$
Deliverable 8: Functional Design	\$
<b>Deliverable Cost Subtotal</b>	<b>\$</b>
<i><b>Instructions:</b> Provide cost and any recurring cost for each contract deliverable.</i>	

*-Remainder of page intentionally left blank-*

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C. For any additional recurring costs for usage of Respondent’s solution, Respondent must include all costs associated, including but not necessarily limited to, license, software, or support fees that will be charged by the Respondent and any fees expected to be charged by third parties. Respondent must specify whether each fee is Respondent’s fee or a third-party fee and whether each type of fee will be charged one time, annually, or on some other fee schedule.

Fee Type	Year 1	Year 2	Year 3	Year 4	Year 5	Renewal Year 1	Renewal Year 2	Renewal Year 3	Costs
License Fee (if applicable)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Warranty/Post Implementation Support Fee (see Section C.3 and C.5)	\$	\$	\$	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$	\$	\$	\$
TBD*	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Additional Recurring Costs Subtotal</b>									<b>\$</b>

\*Note: TBD entries provide the Respondent the opportunity to list additional recurring fees that DEO may not have considered.

**D. GRAND TOTAL**

Section	Category	Subtotals
A.	Products Costs	\$
B.	Deliverables Costs	\$
C.	Additional Recurring Costs	\$
<b>GRAND TOTAL</b>		<b>\$</b>

**E. Value Added Services – Innovative Ideas**

As described in B.54, DEO is looking for value added ideas that may provide additional benefits to DEO. Please describe the idea or concept in the table below and any estimated cost. Respondent should note if the cost(s) are one-time or recurring costs.

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Innovative Idea/Concept	One-Time or Recurring	Costs
		\$
		\$
		\$

**F. One-Off Projects**

Please provide the rate for each category or role proposed (programmer, system analyst, database administrator) as discussed in C.7. A complete list of Job Family Descriptions can be found on the State of Florida, Department of Management Services; STC #80101507-SA-15-01, for IT Staff Augmentation Services. The following link is provided for your convenience:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_and\\_agreements/state\\_term\\_contracts/it\\_staff\\_augmentation\\_services2](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/it_staff_augmentation_services2)

Respondent Role Title	IT Consulting State Contract Job Title	Hourly Rate
		\$
		\$
		\$

Respondent Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Respondent**

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the Respondent.**

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**ATTACHMENT C  
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie replies will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) For any employee who is convicted or pleads to a violation of chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT D  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

\_\_\_\_\_  
\_\_\_\_\_

The following persons are a state officer or employees who own, directly or indirectly, more than 5% interest in the Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

The following persons have sought to influence DEO in this procurement on behalf of the Respondent.

\_\_\_\_\_  
\_\_\_\_\_

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT E  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. The Department of Economic Opportunity cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractors' certifications must be kept at the Contractor's business location.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or Department.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

\_\_\_\_\_  
**\*Authorized Representative's Signature**

**Respondent Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT F  
CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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 any agency, a member of congress, 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 employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. 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.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

**ATTACHMENT G  
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their reply a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in Software as a Service (SaaS) and Commercial Off-the-Shelf (COTS) statewide Workforce Solution, or a solution that provides these capabilities and required functions through modules and integrated standalone systems for a minimum of three (3) years as required by this specification and is qualified to provide the services for which he/she is listed.

**In the event that no subcontractor will be used, this list shall be returned indicating "No subcontractors will be used."**

**NO SUBCONTRACTORS WILL BE USED:**

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT H  
REFERENCE QUESTIONNAIRE**

**Department of Economic Opportunity**

**Respondent's Company Name ("Respondent"):** \_\_\_\_\_

---

The Respondent listed above intends to submit a reply to the State of Florida, Department of Economic Opportunity, in reply to an Invitation to Negotiate (ITN) for \_\_\_\_\_. As a part of its reply, the Respondent is required to submit a number of reference questionnaires, which have been completed by the individuals who sign and return the forms as specified below. **USE OF THIS FORM IS REQUIRED.**

Each individual replying to this reference questionnaire is asked to follow these instructions:

- **Complete this questionnaire using the space provided. Attach additional pages if necessary;**
- **Sign and date the completed questionnaire;**
- **Seal the completed, signed, and dated questionnaire in a new standard #10 envelope;**
- **Sign in ink across the sealed portion of the envelope; and**
- **Return the sealed envelope containing the completed questionnaire directly to the Respondent for inclusion in its reply.**

---

(1) What is the name of the company or organization replying to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Respondent.

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) What services does /did the Respondent provide to your company or organization? Attach additional pages to this questionnaire if necessary.

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What is the level of your overall satisfaction with the Respondent for the services described above?

*Please respond by circling the appropriate number on the scale below.*

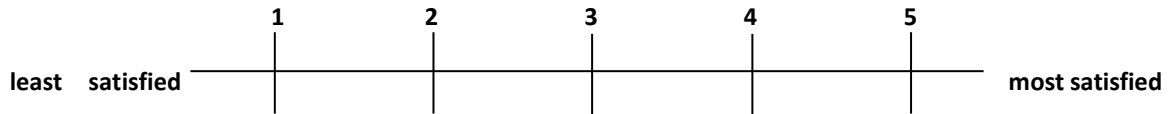
least satisfied      1                  2                  3                  4                  5                  most satisfied

If you circled 3 or less in the scale above, what could the Respondent have done to improve the rating?

- (4) Were the services completed, or are they being completed, in compliance with the terms of the Contract, on time, and within budget? If not, please explain.
  
  
  
  
  
  
  
  
  
  
- (5) How satisfied are you with the Respondent's ability to perform based on your expectations and according to the contractual scope of work?
  
  
  
  
  
  
  
  
  
  
- (6) In what areas of service delivery does /did the Respondent excel? What are/were its strong points?
  
  
  
  
  
  
  
  
  
  
- (7) In what areas of service delivery does /did the Respondent fall short? What are/were its weaknesses?

- (8) What is the level of your satisfaction with the Respondent’s project management approach, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*



What, if any, comments do you have regarding the score selected above?

- (9) If the Respondent used subcontractors, what areas of the services were assigned to the subcontractor and why? How well did the Respondent manage the subcontractors?

- (10) Would you Contract again with the Respondent for the same or similar services? Do you have any reservations about recommending a future Contract award to or relationship with the Respondent?

<b>REFERENCE SIGNATURE:</b>  (by the individual completing this reference questionnaire)	
<b>DATE:</b>	(must be the same as the signature across the envelope seal)

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**ATTACHMENT I  
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
<b>A. Technical Reply Submittal</b>	<b>120</b>
<b>1. Cross Reference Table for Requirements</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• Cross Reference Table for Requirements</li> </ul>	<b>10</b>
<b>2. Respondents Understanding of the Project/Executive Understanding</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• Respondent's Understanding of the Project/Executive Understanding</li> </ul>	<b>10</b>
<b>3. Project Management and Methodology</b>	<b>40</b>
<ul style="list-style-type: none"> <li>• Approach</li> <li>• Project Management</li> <li>• Project Schedule/Timeline</li> <li>• Project Management Plan</li> </ul>	<b>10</b> <b>10</b> <b>10</b> <b>10</b>
<b>4. Proposed Workforce Solution</b>	<b>50</b>
<ul style="list-style-type: none"> <li>• General Solution</li> <li>• Objectives/Systems Expectations</li> <li>• Interfaces Required and Capabilities</li> <li>• Technical Description</li> <li>• Warranty, Maintenance and Operations</li> </ul>	<b>10</b> <b>10</b> <b>10</b> <b>10</b> <b>10</b>
<b>5. Company Profile and Experience</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• Company Profile and Experience</li> </ul>	<b>10</b>
<b>B. Past Performance References</b>	<b>20</b>
<b>C. Cost Reply</b>	<b>60</b>
<b>D. Total Possible Points for the Reply Submittal</b>	<b>200</b>

NOTE: The maximum available points (60 points in total) for the Cost Reply Submittal will be awarded to the Respondent with the lowest responsive Cost Reply. The remaining replies from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

$$(A/B = C) \times M = P$$

- A = Lowest responsive Cost Reply
- B = Actual responsive Cost Reply for each of the other Respondents
- C = Pro rata portion (percentage) assigned for each of the other Respondents
- M = Maximum Points Available for the Cost Reply (= 60 points)
- P = Points Awarded to each of the other Respondents



**ATTACHMENT J  
INTENT TO SUBMIT REPLY**

**(THIS ATTACHMENT DOES NOT APPLY TO THIS ITN)**

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**ATTACHMENT K  
TECHNICAL QUESTIONS SUBMITTAL FORM**

Respondents shall complete this form provided based on their questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in Section B.9. The electronic reply must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

**Respondent's Name:** \_\_\_\_\_

<b>Respondent Question Number*</b>	<b>ITN Page Number, Section Number, Subsection Reference*</b>	<b>Question*</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

\*Add rows as necessary.

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

**ATTACHMENT L  
REPLY PACKAGE CHECKLIST**

To ensure that your reply package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its reply, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the reply has met all other requirements of the solicitation.

Check off each of the following:

\_\_\_ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original Technical Reply.

**In the event that Respondents submit a reply as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.**

\_\_\_ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the Technical Reply.

\_\_\_ 3. The Cost Reply (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the reply. The authorized representative must have the authority to bind the Respondent.

\_\_\_ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original reply, if applicable.

\_\_\_ 5. Signed and sealed Reference Questionnaire's (Attachment H) from three (3) references have been included as required.

\_\_\_ 6. The attachments listed in Section B.14 have been read, completed, signed, and enclosed in the original reply, if applicable.

\_\_\_ 7. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

\_\_\_ 8. The Respondent's reply addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

\_\_\_ 9. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

\_\_\_ 10. The [http://www.myflorida.com/apps/vbs/vbs www.main menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) website has been checked and any Addendums posted have been reviewed.

\_\_\_ 11. The original reply must be received, at the location specified, prior to the Reply Opening Date and Time designated in the Invitation to Negotiate Document.

\_\_\_ 12. The Respondent shall submit one (1) original, signed and sealed Technical Reply, ten (10) hard copies, and one (1) electronic copy (on compact disc).

\_\_\_ 13. The Respondent shall submit one (1) original, signed and sealed Cost Reply, ten (10) hard copies, and one (1) electronic copy (on compact disc).

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- \_\_\_ 14. If Respondent considers any portion of its Technical/Cost Reply to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the reply titled "Redacted Copy" on compact disc.
- \_\_\_ 15. On the lower left hand corner of the envelope transmitting your original reply, write in the following information:

Solicitation Number: **19-ITN-002-BM**

Title: **Workforce Information Technology Solutions**

Reply Opening Date & Time: **July 22, 3:00 PM, at 3:00pm EST**

**ATTACHMENT M  
REQUIREMENTS/DELIVERABLES MATRIX**

<b>Del #</b>	<b>Deliverable Section</b>	<b>Core Process</b>	<b>Sub Process</b>	<b>Description</b>	<b>Requirement Met: YES/NO</b>
1	General System	Access	Access	Provide an interactive, server-based Internet system accessed via a web browser.	
2	General System	Access	Access	Provide web-based, self-service access for job seekers and employers.	
3	General System	Access	Access	Provide web-based staff access to job seeker, employer, and training provider data in the System.	
4	General System	Access	Browser Neutrality	Provide browser neutral website design rendering. The website must be thoroughly tested for compatibility with major browsers including, but not limited to Internet Explorer, Firefox, Opera, Chrome, and Safari.	
5	General System	Access	Browser Neutrality	Provide mobile browser optimized website design rendering. The website must be thoroughly optimized and tested for compatibility with major mobile browsers including, but not limited to Mobile Safari, BlackBerry, Chrome, and Internet Explorer.	
6	General System	Access	Custom Homepages	Provide custom System entry pages with distinct web addresses to provide targeted resources and specific job search and other functionality to specific customer groups including specific entry portals for veterans, older workers, individuals with disabilities, and green jobs.	
7	General System	Access	Languages	Provide all self-service screens in English.	
8	General System	Access	Languages	Provide all self-service screens in Spanish (validated by certified language translator).	
9	General System	Access	Languages	Provide all self-service screens in Haitian Creole (validated by certified language translator).	

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10	General System	Classification	Industry Classification	Provide that the System will classify businesses using the North American Industry Classification System (NAICS) required by federal reporting.
11	General System	Classification	Occupational Classification	Provide that the System will classify occupations using the Occupational Information Network (O*NET), classification system, including the use of skills or skill statements derived from O*NET.
12	General System	Geographical Identification	Geographical Identification	Provide geographic identification and categorization of data including but not limited to job seekers, resumes, employers, and job opportunities. Categorizations should include county, Local Workforce Development Board Area, Metropolitan area, as well as custom geographical areas that could be provided by the Department in the form of a geographic shape file.
13	General System	Web Standards Compliance	Web Standards Compliance	Provide for compliance with Section 508, as further described herein (508 Standards) ( <a href="http://www.access-board.gov/508.htm">http://www.access-board.gov/508.htm</a> ).
14	Employer	Job Posting	Job Posting	Provide a simple and efficient way to enter job opportunities in the job opportunity data source with minimal effort.
15	Employer	Job Posting	Job Posting	Provide employer or staff member editing and updating of posted job orders in the System for which they have access.
16	Employer	Job Posting	Job Posting	Provide for the shielding of the name of the employer from a job posting and direct job seekers to apply through screening staff at local career centers.
17	Employer	Labor Market Information	Labor Market Information	Provide the display of current labor market information provided by DEO's Bureau of Labor Statistics to employers as applicable including, but not limited to, occupational wage information, occupational supply/demand information (produced by DEO, LMS), and occupational skills information from O*NET, and targeted Occupations Lists (TOL) by CareerSource region and statewide.

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18	Employer	Resume Searching	Resume Searching	Provide employer and staff searches of job seeker resumes, both those created within the site guided process and those uploaded into the site, by multiple criteria, including, but not limited to Education History, Employment History, keywords, resume age, skills.
19	Employer	Resume Searching	Resume Searching	Provide employer and staff sorting of job seeker resumes by multiple criteria, including, but not limited to Relevance factor, Date Posted, skills.
20	Job Seeker	Job Search	Job Aggregation	Provide additional job opportunities to those posted directly by employers via internet job aggregation. This job data must be gathered via authorized means and generally accepted practices from internet sources including but not limited to major commercial job sites, corporate job boards, and government, including state government job boards.
21	Job Seeker	Job Search	Job Aggregation	Provide that job opportunity data directly entered by employers or staff into the System is displayed first when merged with all other job opportunity listings.
22	Job Seeker	Job Search	Job Aggregation	Provide measures that ensure the greatest possible de-duplication of all aggregated jobs contained in the System.
23	Job Seeker	Job Search	Job Aggregation	Provide measures that maximize the likelihood that jobs aggregated into the site are currently open and available.
24	Job Seeker	Job Search	Job Application	Provide a job seeker, upon making a selection, the appropriate steps as determined by the employer to apply for a particular job opportunity.
25	Job Seeker	Job Search	Job Application	Provide all job seekers the functionality to apply to jobs posted within the System via a resume posted within the System.
26	Job Seeker	Job Search	Job Matching	Provide a process to match job seekers with job orders based upon occupational skills.

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27	Job Seeker	Job Search	Job Matching	Provide a process to assist job seekers to identify skill gap's through analysis.	
28	Job Seeker	Job Search	Job Search	Provide functionality to search job opportunities by multiple criteria, including, but not limited to Job name/description, Desired area, employer name, employer type, Mile radius, keywords, Job type.	
29	Job Seeker	Job Search	Job Search	Provide functionality to sort job opportunities by multiple criteria, including, but not limited to Relevance factor, Date Posted, Job type (some examples: full-time, part-time, temporary, internship).	
30	Job Seeker	Labor Market Information	Labor Market Information	Provide the ability to display current labor market information provided by DEO's Bureau of Labor Statistics to job seekers as applicable including, but not limited to, occupational wage information, occupational demand data, and occupational skills information from O*NET.	
31	Job Seeker	Resume Posting	Resume Posting	Provide a site guided process to create a resume.	
32	Job Seeker	Resume Posting	Resume Posting	Provide functionality to upload an existing resume into the site.	
33	Job Seeker	Resume Posting	Resume Posting	Provide the functionality to print the resumes created either by utilizing the site guided process, or resume upload process in a printer friendly format. This printed resume must be in a format acceptable for submitting to a prospective employer; simply printing the data fields is not acceptable.	
34	Job Seeker	Resume Posting	Resume Posting	Provide the functionality to format jobseeker resumes in multiple ways so that job seekers may customize resumes to match their employment needs.	
35	Job Seeker	Resume Posting	Resume Posting	Provide for the storage of multiple resumes for each jobseeker account.	

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36	Job Seeker	Resume Posting	Resume Posting	Provide quick and easy access for the jobseeker or Staff to update or delete resumes saved within the System.	
37	Case Management	Job Management	Job Quality	Provide automatic filtering and rejection of job opportunity data (both aggregated and directly entered) from being displayed to job seekers based upon criteria including but not limited to keyword, employer name, and web site source.	
38	Case Management	Special Projects	Project Tracking	Provide tracking of enrollment, service provision, and outcomes of individuals participating in special projects using a simple process that does not require programming as new projects are created or ended.	
39	Case Management	Staff Alerts	Staff Alerts	Provide functionality to alert Staff when specified events occur, or are about to occur within the System to aid in case management. These events include, but are not limited to changes in job orders, employer registrations, and approaching case management deadlines.	
40	Case Management	Trade Adjustment Assistance	Activity Tracking	Provide tracking of activities provided under the TAA grant.	
41	Case Management	Trade Adjustment Assistance	Activity Tracking	Provide the functionality to associate tracked activities with the provider delivering the activities.	
42	Case Management	Trade Adjustment Assistance	Activity Tracking	Provide the functionality to associate tracked activities with the TAA funding stream or partner program being used to fund the activity.	
43	Case Management	Trade Adjustment Assistance	Activity Tracking	Provide for the capture of waivers of training requirements with data including, but not limited to waiver reason and time period.	
44	Case Management	Trade Adjustment Assistance	Activity Tracking	Provide functionality to control the entry of waivers issued based on waiver eligibility criteria.	

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45	Case Management	Trade Adjustment Assistance	Application	Provide for the collection of all mandatory data required by state and federal statute and policy to complete an application and track participation in the TAA program.	
46	Case Management	Trade Adjustment Assistance	Application	Provide functionality to screen applicants for appropriate eligibility criteria for participation in the TAA program.	
47	Case Management	Trade Adjustment Assistance	Petition Tracking	Provide tracking for all petitions filed within the State of Florida.	
48	Case Management	Trade Adjustment Assistance	Petition Tracking	Provide tracking for petitions initiated by other states where workers are identified in the State of Florida.	
49	Case Management	Trade Adjustment Assistance	Petition Tracking	Provide tracking of all certified petitions nationwide for which individuals have applied or are participating in the State of Florida.	
50	Case Management	Wagner-Peyser	Automated Scheduling	Provide functionality which associates created events with the automated scheduling procedure.	
51	Case Management	Wagner-Peyser	Automated Scheduling	Provide functionality to receive clients to be scheduled into appointments via interface from DEO.	
52	Case Management	Wagner-Peyser	Automated Scheduling	Provide functionality to prioritize event attendance of clients sent by DEO via interface based on a prioritization value provided included in said interface.	
53	Case Management	Wagner-Peyser	Automated Scheduling	Provide for the creation of a control group consisting of a percentage of individuals provided in a scheduling interface who are not scheduled.	
54	Case Management	Wagner-Peyser	Case Notes	Provide functionality allowing Staff to record "case notes" associated with and attached to a job seeker, employer account, or service provided. These case notes must be viewable only by Staff.	

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55	Case Management	Wagner-Peyser	Event Management	Provide the ability for Staff to create events such as job fairs or resume classes with associated criteria including, but not limited to date, time, topic, class size, category and location.
56	Case Management	Wagner-Peyser	Event Management	Provide event registration functionality for clients and staff on behalf of clients.
57	Case Management	Wagner-Peyser	Event Management	Provide functionality to record client attendance at events, including the ability to record non-attendance.
58	Case Management	Wagner-Peyser	Event Management	Provide functionality which associates services with events so that clients who have been recorded as attending the event are automatically given the associated service.
59	Case Management	Wagner-Peyser	Event Management	Provide for the creation of printable mass mailing documents to invite clients to events. These documents must be template based and must be able to populate specified data fields drawing from data fields within event and client data records.
60	Case Management	Wagner-Peyser	Program Application	Provide for the collection of all mandatory data required by state and federal statute and policy to begin participation in the Wagner-Peyser program.
61	Case Management	Wagner-Peyser	Service Tracking	Provide functionality to record and track Staff-assisted services provided to job seekers and employers.
62	Case Management	Wagner-Peyser	Service Tracking	Provide functionality to automatically record job seeker and employer self-service based upon the services that are accessed from a logged-in System account.
63	Case Management	Workforce Innovation and Opportunity Act	Activity Tracking	Provide for the tracking of activities provided under the WIOA grant.
64	Case Management	Workforce Innovation and Opportunity Act	Activity Tracking	Provide functionality that associates tracked activities with the provider delivering the activities.

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65	Case Management	Workforce Innovation and Opportunity Act	Activity Tracking	Provide functionality that associates tracked activities with the WIOA funding stream being used to fund the activity.
66	Case Management	Workforce Innovation and Opportunity Act	Application	Provide for the collection of all mandatory data required by state and federal statute and policy to complete an application and track participation in the WIOA program.
67	Case Management	Workforce Innovation and Opportunity Act	Application	Provide functionality to screen applicants for appropriate eligibility criteria for participation as one of the targeted groups served by the WIOA program.
68	Case Management	Workforce Innovation and Opportunity Act	Eligible Training Provider List	Provide functionality that receives, reports on, and exports data related to students enrolled and those completing/graduating from workforce and or educational programs for Eligible Training Provider listings, federal reporting purposes, and informational purposes.
69	Case Management	Workforce Innovation and Opportunity Act	Eligible Training Provider List	Provide the display of all educational providers to clients via the self-service System including, but not limited to educational provider data, educational program data, program performance data, and regional Individual Training Account approval status.
70	Case Management	Workforce Innovation and Opportunity Act	Eligible Training Provider List	Provide authorized Local Workforce Development Board Staff approval of individual programs which align with the current state and local Targeted Occupations Lists for the provision of Individual Training Accounts (ITA) under the WIOA.
71	Case Management	Workforce Innovation and Opportunity Act	Eligible Training Provider List	Provide the ability to restrict ITA provision in the WIOA program to those providers and programs which have been approved for provision through this functionality.
72	Case Management	Workforce Innovation and Opportunity Act	Eligible Training Provider List	Provide the ability to automate a periodic review process in which all approved providers are required to be reaffirmed by Staff in order to remain approved.

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73	Case Management	Workforce Innovation and Opportunity Act	Eligible Training Provider List	Provide the ability for workforce and/or educational programs to submit application to be added to the Eligible Training Provider listings.	
74	Case Management	Workforce Innovation and Opportunity Act	Follow-Up	Provide the ability to track follow-up contacts and activities associated with an individual's WIOA application and participation.	
75	Reporting	Case Management	Ad Hoc Reporting	Provide the ability for case managers to create and save basic ad hoc reports of relevant data through a simple user interface.	
76	Reporting	Case Management	Standard Reports	Provide a suite of standard reports specific to and for use in case management of all programs being tracked within the System.	
77	Reporting	Trade Adjustment Assistance	Data Validation	Provide functionality to record which documentation items were used to verify data elements during application, eligibility screening, participation and performance outcomes.	
78	Reporting	Trade Adjustment Assistance	Federal Reporting	Provide for all necessary data files required to submit the quarterly federal report associated with the TAA program.	
79	Reporting	Wagner-Peyser	Federal Reporting	Provide all necessary data files required to submit quarterly and annual required federal reports associated with the Wagner-Peyser program.	
80	Reporting	Wagner-Peyser	Federal Reporting	Provide all necessary data files required to submit quarterly and annual required federal reports associated with the Reemployment Eligibility Assessment program.	

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81	Reporting	Wagner-Peyser	OFCC	Provide all necessary data collection and report creation for either employers or Staff on employers behalf to be able to satisfy inquiries from the Office of Federal Contract Compliance (OFCC) regarding mandatory job order posting activity. This includes both posting history and demographic reporting requirements.	
82	Reporting	Workforce Innovation and Opportunity Act	Data Validation	Provide functionality to record which documentation items were used to verify data elements during application, eligibility screening, participation and performance outcomes.	
83	Reporting	Workforce Innovation and Opportunity Act	Federal Reporting	Provide all necessary data files required to submit quarterly and annual required federal reports associated with the WIOA program.	
84	Technical	Account Security	Account Security	Provide for the existence of privilege or role based security attached to every Staff account that will enable Staff to only access data and functionalities that are applicable to their specific job duties.	
85	Technical	Account Security	Account Security	Provide for the ability to designate organizational divisions within Staff accounts including, but not limited to Boards and offices by which Staff access to functionality within the System can be controlled.	
86	Technical	Account Security	Account Security	Provide System administrator controlled time-out capability so authorized Users logged onto the System are automatically timed out after a period of inactivity.	
87	Technical	Account Security	Account Security	Provide System administrator controlled automated User account capabilities that will enable the System to automatically lock accounts after a specified period of time and automatically inactivate accounts after a specified period of time.	

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88	Technical	Account Security	Account Security	Provide automated account maintenance ad-hoc reporting capabilities that will enable account managers to view active accounts, locked accounts, inactivated accounts, by Board, office, and organization and who created the accounts, when and what type of account actions were taken.
89	Technical	Account Security	Account Security	Provide ad-hoc audit account activity tracking capabilities to track actions taken by authorized Users, unauthorized attempts to access the System or alter data/information by authorized and unauthorized Users, etc.
90	Technical	Account Security	Account Security	Provide the self-service ability for authorized Users to change their passwords by answering User determined pre-populated security questions and the ability for Users to automatically receive an email notice when passwords are forgotten.
91	Technical	Browser Security	Browser Security	Provide secure session support.
92	Technical	Data Format	Labor Market Information	Provide the ability to receive labor market information data, including educational providers and programs in Workforce Information Database (WID) most recent format.
93	Technical	DEO Onsite Data Warehousing	DEO Onsite Data Warehousing	Provide a mechanism to update or refresh on a timeframe no less frequent than daily those database tables that DEO's Policy and Quality Assurance Unit deems necessary to be replicated within DEO's onsite Data Warehouse.
94	Technical	DEO Onsite Data Warehousing	DEO Onsite Data Warehousing	Ensure all DEO Data Warehouse database tables are updated and refreshed and provided in Microsoft SQL Server 2012 or latest version.
95	Technical	Disaster Recovery	Disaster Recovery	Provide for disaster recovery in the form of appropriate backup, redundancy, and recovery procedures.

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96	Technical	Multiple Environments	Multiple Environments	Provide the System in at least two environments: production and development/training. Each environment must be logically distinct in all respects, so that a change to one will not impact the other. Certain aspects may be physically linked, but only if all can be completely utilized at the same time, without regard to the other. These environments may have different configurations based on their requirements.
97	Technical	Third Party Software Interfacing	Standard API	Provide a published standard application programming interface protocol which would allow for the cost efficient addition of new interfaces with other products.
98	Technical	Third Party Software Interfacing	Third Party Software Interfacing	Provide the ability to connect with third party client service solutions in operations across the state including, but not limited to, assessment software, client digital document management software, and automated service tracking and recording software.
99	Initial Skills Review	Initial Skills Review	Initial Skills Review	Provide initial skills review in compliance with DEO's instructions.
100	Customer Satisfaction	Customer Satisfaction	Customer Satisfaction	Provide for Customer Satisfaction Surveys compliant with USDOL and in compliance with DEO's instructions.
101	Historical Aggregated Job Access	Historical Aggregated Job Access	Historical Aggregated Job Access	Provide access to historical data of aggregated jobs displayed on the System.
102	Data Collection	Mandatory Data Collection	Social Security Number	Where required by Federal or State law or policy, provide that the Social Security number is collected during program registration.
103	Document Scanning	Document Scanning	Document Scanning	Provide document scanning capability, including the ability to recognize and input barcodes.
104	Notifications	Public Notifications	Banner Notifications	Provide banner areas that can be used to display public notifications.

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105	Notifications	Email Notifications	Bulk Email	Provide the ability to use bulk email to communicate with the User community.	
106	Targeted Services	Targeted Services	Account Identification	Provide the ability to associate an identifier with a jobseeker or employer account that identifies that account as being associated with any of multiple targeted services.	
107	Individual Registration	Registration Requirements	Email Requirements	Provide a solution for individuals without an email address to bypass the email requirement for registration.	
108	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Application	Provide for the collection of all mandatory data required by state and federal statute and a policy to track participation in the WT and SNAP programs.	
109	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Case Notes	Provide functionality allowing staff to record "case notes" associated with and attached to a participants' account, or service provided. These case notes must be viewable only by Staff.	
110	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Application	Provide a solution for an online initial engagement interactive process that meets all program requirements.	
111	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Automated Scheduling	Provide a process for program participants to schedule appointments with staff and provide automated follow-up through email or other preferred communications.	
112	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Application	Assign staff cases and participants per program, location and DEO requirements.	
113	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Application	Provide separate and customizable program specific participant and staff dashboard per DEO requirements.	

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114	Technical	Welfare Transition/Supplemental Nutrition Assistance Program	Third-party Software Interfacing	Ability to interface with Florida Department of Children and Families (DCF) systems and to download, upload and process files based on program requirements.	
115	Technical	Case Management	Document Upload	Provide a solution to allow program participants and staff to electronically upload and view documents.	
116	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Application	Ability for staff to request program specific case actions including sanctions, deferrals and sanction lifts.	
117	Case Management	Welfare Transition/Supplemental Nutrition Assistance Program	Application	Provide staff the ability to reassign cases based on program and geographic locations.	

Respondent Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

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

**\*This individual must have the authority to bind the respondent.**

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**ATTACHMENT N  
INTERFACES**

Below is a list of examples of the kinds of interfaces the Respondent’s proposed Workforce Solution must be capable of producing. These interfaces may be to receive data, send data, or both. This list of interfaces is not exhaustive, and DEO reserves the right to add additional interfaces and add or modify data fields. **(Note: The Contractor may not establish an API or other interfaces or data exchanges with this system without the specific, prior written approval of DEO.)**

<u>CURRENT INTERFACES</u>	<u>PROSPECTIVE INTERFACES</u>
Interfaces to the Reemployment Assistance System such as: <ul style="list-style-type: none"> <li>• PREP No Show</li> <li>• EDP No Show</li> <li>• PREP Pool</li> <li>• Initial Skills Review Scores</li> <li>• Latest Claimant Data</li> <li>• Initial Skills Review Exemptions</li> <li>• REA PREP Data</li> <li>• Workforce Registration Status</li> <li>• PREP Profile</li> <li>• Trade Training and Waiver</li> <li>• WIOA Approved Training</li> <li>• Claimant Payment Data</li> <li>• Claimant Status Indicators</li> <li>• Emergency Unemployment Compensation</li> <li>• Florida Exhaustee Report</li> </ul>	Reemployment Assistance System: <ul style="list-style-type: none"> <li>• Job Searching and Job Application information</li> </ul>
Interfaces to DEO’s One-Stop Service Tracking (OSST) System (Temporary Assistance for Needy Families and Supplemental Nutrition Assistance Program)	Interfaces to the Florida One-Stop Business Registration Portal
Interfaces to Labor Market Information	Interfaces to the Florida Department of State, Division of Corporations
Interfaces to the Department of Revenue, Wage Record and New Hire data	
All interfaces required for the purposes of Federal Reporting, such as PIRL/SIR	Interfaces to the Florida Drivers’ License records
Other interfaces as defined and required by the U.S. Department of Labor	
Other interfaces as defined and required by the Department, to include the Governor’s Daily Report	
Wagner-Peyser, TAA and WIOA Wage Request	
Wager-Peyser, TAA and WIOA Wage Import File	
Wager-Peyser Data Validation	
Workforce Investment Opportunity Act (WIOA) Data Validation	
Job Listings and External Job Website Imports	
Interfaces to the CareerSource Florida Employer Services (Salesforce)	
Interfaces with the Department of Transportation’s Freight Portal	
Department of Education Outcome data (Florida Education and Training Placement Information Program)	

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

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

\*This individual must have the authority to bind the respondent.

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