

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
REQUEST FOR QUOTE  
21-RFQ-003-BM  
REEMPLOYMENT SERVICES AND ELIGIBILITY ASSESSMENT (RESEA)  
SCOPE OF WORK**

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

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; State Term Contract Number (973-000-14-01) and subsection 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsection 287.058(1), F.S., are hereby incorporated by reference.

Section 306(c) of the Social Security Act (SSA) includes a tiered evidence approach - a policy tool that allows federal agencies to tie federal funding to strategies with evidence, to encourage the use of interventions that have strong evidence of success and test promising new interventions - for the Reemployment Services and Eligibility Assessment (RESEA) program. This encourages the United States Department of Labor (USDOL) to fund, and for states to use, evidence-based strategies where they exist, and to conduct evaluations to build evidence in areas where needed. The goal is to ensure that each state employs RESEA interventions and service delivery strategies that, based on rigorous evaluations, improve employment outcomes and reduce benefit duration, or that the intervention or service delivery strategies are being evaluated to determine their effectiveness in achieving these goals. Specifically, the statute requires that interventions or service delivery strategies funded by RESEA grant funds be demonstrated to reduce the average number of weeks participants receive unemployment compensation (UC) benefits by improving employment outcomes, including earnings.

To meet Congressional intent regarding causal evidence ratings in the tiered evidence approach, and to ensure states’ ability to comply with the evidence and evaluation provisions in the statute, states are expected to begin evaluating RESEA interventions and service delivery strategies no later than during federal fiscal year (FFY) 2020 (which begins October 1, 2020).

**1.0 Statement of Purpose/Need**

The Unemployment Insurance (UI) program is a required partner in the broader public workforce system and provides UC benefits to individuals who have lost their employment through no fault of their own and who otherwise meet initial and continuing UI eligibility requirements. Beginning in 2005, USDOL, Employment and Training Administration (ETA) funded the voluntary UI Reemployment and Eligibility Assessment (REA) program. The REA program was designed to address individual reemployment needs of UI claimants, as well as prevent and detect improper benefit payments. In 2015, the RESEA program replaced the REA program providing greater access to reemployment services in addition to services previously provided under the REA program.

In FFY 2018, amendments to the SSA permanently authorized the RESEA program and implemented several significant changes including formula-based funding and a series of requirements intended to increase the use and availability of evidence-based reemployment interventions and strategies. The permanent RESEA program has four purposes:

- A. Reduce UI duration through improved employment outcomes;
- B. Strengthen UI program integrity;
- C. Promote alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA); and
- D. Establish RESEA as an entry point to other workforce system partners.

The RESEA authorization continues to target services to UI claimants identified as likely to exhaust UC benefits. However, provisions within USDOL’s annual appropriations have provided additional flexibility for states to target any UI claimant. Once selected, a claimant’s participation in RESEA is mandatory and failure to complete services may affect the claimant’s UI benefits.

The Florida Department of Economic Opportunity (DEO) Bureau of One-Stop Program Support is seeking a qualified Contractor to conduct evaluations of the RESEA interventions and service delivery strategies to improve employment outcomes and earnings of individuals that receive unemployment compensation and to reduce the average duration of receipt of UC benefits. USDOL awarded grant funds to the State of Florida for interventions demonstrated to improve employment outcomes for program participants.

Impact evaluations must be rigorous to achieve a high or moderate causal rating to enable the evaluation to be the basis of supporting the state’s service delivery strategies/interventions. Rigorous impact evaluations are multi-year projects – usually at least three to four years, and rigorous impact evaluations require large sample sizes. Typical phases may include:

- 1) Evaluation, planning, design and launch
- 2) Assign claimants to an intervention group or control group until target sample size is reached
- 3) Track claimant outcomes
- 4) Collect outcomes data as it becomes available
- 5) Data analysis
- 6) Final report

The Contractor should provide descriptions of previous evaluation work, biographies of proposed staff, descriptions of company’s organizational capacity, and any appropriate references.

**1.1 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences**

<b>Deliverable 1 – Evaluation Design Report</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Provide an Evaluation Design Report (EDR) as specified in Section 1.2.	Contractor shall complete and provide the Evaluation Design Report (EDR), as specified, within sixty (60) days of contract execution, as approved and accepted by DEO.	Failure to complete the deliverable in full within sixty (60) days of Contract execution with DEO’s approval will result in a 5% reduction of the total deliverable amount for every five days beyond the due date.

<b>Deliverable 2 – Data Assessment Plan</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
1) Provide a Data Assessment Plan, as specified in Section 1.2.	Contractor shall complete and submit a Data Assessment Plan, as specified, within 180 days of contract execution, as approved and accepted by DEO.	Failure to complete the deliverable in full within 180 days of Contract execution with DEO’s approval will result in a 5% reduction of the total deliverable amount for every five days beyond the due date.
<b>Deliverable 3 – Progress Reporting and Impact Study</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
1) Provide monthly Progress Reports of the Impact Study to demonstrate the development of the required RESEA Services, as specified in Section 1.2.	1) Contractor shall complete and submit monthly Progress Reports of the Impact Study, as specified, which must be approved and accepted by DEO.	Failure to complete each task by the due date, as specified, will result in a 5% reduction of the total deliverable amount for every five days beyond the due date.
2) Provide complete Impact Study, as specified, in Section 1.2.	2) Contractor must complete and provide the Impact Study as specified, by the end of the third contract year, which must be approved and accepted by DEO.	
<b>Deliverable 4 – Progress Reports and Outcome Evaluation</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
1) Provide monthly Progress Reports demonstrating development of the Outcome Evaluation of the required RESEA Services, as specified in Section 1.2.	1) Contractor shall complete and submit monthly Progress Reports of the Outcome Evaluation, as specified, which must be approved and accepted by DEO.	Failure to complete each task by the due date, as specified, will result in a 5% reduction of the total deliverable amount for every five days beyond the due date.
2) Provide complete Evaluation Study using three years of collected data, as specified, in Section 1.2.	2) Contractor must complete and provide the Outcome Evaluation, as specified, by the end of the fourth contract year, which must be approved and accepted by DEO.	

Reemployment evaluations have focused mainly on broad categories of services or services at a program level. A primary goal of the RESEA legal requirement for evaluations is to expand the evidence base by conducting new high-quality evaluations of Florida's RESEA program, particularly to build evidence about specific service delivery strategies and interventions with high or moderate casual ratings. Development of a culture of continuous improvement and evidence building around the RESEA program will strengthen it over time and improve reemployment outcomes for UC claimants.

In Florida, RESEA services are, primarily, individual one-on-one appointments between the claimant and a case manager. Each claimant receives: orientation, initial assessment, individualized labor market information, development of an employability plan, and referral to at least one additional reemployment service, as described below:

- A. The orientation, conducted in groups or individually, provides an overview of the RESEA program and its requirements, the services accessible at the career center, and information about partner programs and other community resources.
- B. The one-on-one initial assessment collects information related to the claimant's skills, education, and employment history.
- C. Each claimant is provided with labor market information that is tailored to their current or future employment goals.
- D. An employability development plan is created to outline the claimant's employment goals and the appropriate steps to achieve the goal.
- E. Finally, each claimant is referred to at least one additional reemployment service that was identified during the course of the appointment, e.g. resume, interview, financial management workshops, referrals to partner programs, training, etc.

In Florida, UI claimants are required to complete a full work registration in Employ Florida, the state's online labor exchange system. The full work registration requires the UI claimant to enter information such as his/her resume, work history and/or job skills to facilitate job matching. The full registration process provides LWDBs with integral information with which to target reemployment services to claimants and job seekers. Some claimants elect to complete an online skills assessment available to individuals seeking reemployment assistance and job services. LWDBs utilize results obtained from the assessment to provide a customized and tiered level of service. Higher scores or results from the assessment may indicate the claimant is equipped with skills to seek jobs and obtain employment before their benefits expire. These individuals require less staff intervention. Lower scores typically indicate a claimant may require more intensive staff intervention before being job ready.

Currently, Florida implements the following RESEA Interventions: Initial and/or subsequent assessments; Job Search Assistance (JSA) services; and Worker Profiling Reemployment Services (WPRS).

USDOL ETA provided preliminary guidance regarding the evidence-based strategies and evaluation provisions for FY 2019 in Unemployment Insurance Program Letter (UIPL) No. 07-19. UIPL No. 01-20 and Training and Employment Guidance Letter (TEGL) No. 06-19 which build upon the previous preliminary guidance and provide further information on the new RESEA evidence-based requirements including: a description of how USDOL rates a study's evidence quality through its Clearinghouse for Labor Evaluation and Research (CLEAR); the standards for rating intervention effectiveness and relevant interventions that currently meet those standards; RESEA components that are in need of expanded evidence; and potential evaluation approaches and strategies for carrying

out evaluations. UIPL No. 01-20 and TEGL No. 06-19 also identify resources that are available to states to better understand and use existing evidence and to help states initiate rigorous high-quality evaluations to build evidence on the effectiveness of interventions in their RESEA programs.

## 1.2 Contractor Responsibilities

Contractor agrees to perform the following:

- A. Deliverable 1 – Evaluation Design Report
  - 1) Contractor shall provide an Evaluation Design Report (EDR) describing in sufficient detail what research questions the evaluation intends to answer, what aspects of the RESEA program are being studied, what data and methods will be used to answer the research questions, identify data sources for desired outcomes and/or measures, evaluate and recommend Quasi-Experimental or Random Assignment study design, and all the key steps of the evaluation. The EDR should make clear how the evaluation will be integrated into program operations and when key evaluation activities will be taking place.
  
- B. Deliverable 2 – Data Assessment Plan
  - 1) Contractor shall provide a Data Assessment Plan to include: how to access data; assess the data completeness and integrity; discuss data limitations and best practices; recommend, evaluate and determine comparison group and data; evaluate and recommend Quasi-Experimental or Random Assignment study design.
  
- C. Deliverable 3 - Progress Reports and Impact Study
  - 1) The Contractor shall provide monthly Progress Reports of the Impact Study to demonstrate development of the required RESEA Services that includes:
    - i. Estimating the differences that an RESEA intervention makes compared to what would have been without the intervention.
      - 1. The primary goals for the RESEA program are to reduce duration of UC receipt through improved employment outcomes, including earnings, and to ensure a claimant continues to meet eligibility requirements. To support these goals, all RESEA participants must be scheduled for an initial RESEA assessment. However, states may also include a combination of subsequent RESEAs and reemployment services, as appropriate.
    - ii. The Impact Study must be based on strategies that required in-person services, and remote services, including the initial and subsequent RESEA assessments, using virtual person-to-person technologies such as Skype, Zoom, FaceTime, or other similar applications. Consideration must be given to the level and timeliness of remote service as compared to assistance the individual would receive if staff were assisting such individual in-person.
    - iii. The Impact Study must evaluate how RESEA primary goals are affected by the interventions listed above that are assigned a CLEAR causal evidence rating based on CLEAR guidelines, or Contractor defined casual evidence guidelines that are approved by DEO.
    - iv. The full set of CLEAR causal evidence guidelines is available at <https://clear.dol.gov>.

D. Deliverable 4 – Progress Reports and Outcome Evaluation

- 1) The Contractor shall provide monthly Progress Reports demonstrating development of the Outcome Evaluation of the required RESEA Services as a result of the RESEA interventions. The primary goals for the RESEA program are to reduce duration of UC receipt through improved employment outcomes, including earnings, and to ensure an individual claiming UC continues to meet eligibility requirements. The evaluation must establish correlations of the interventions identified in Deliverable 1, with the following outcomes:

**RESEA Outcomes**

- a. Weeks of UI Received (Duration)
- b. Level of UI benefits (Amount)
- c. Employment before UI
- d. Employment during follow-up period
- e. Earnings before UI
- f. Earnings during follow-up period
- g. Program Participation Rates (initial and subsequent assessments)
- h. Program Completion Rates (initial and subsequent assessments)
- i. Short- and long-term earnings effects of JSA
- j. Short- and long-term effects of initial assessments
- k. Short and long-term effects of subsequent assessments
- l. WPRS impact on program outcomes

- E. The Contractor shall provide reports of the RESEA Services to provide accomplishments of the program, identify potential areas for improvement, and lessons learned that can be used to make decisions or take action about future enhancements to the RESEA program. Additionally, contributing to the development of new research questions or further learning regarding the RESEA program. The Contractor shall provide the following reports:

- 1) Monthly Progress Reports
- 2) Quarterly Status Reports
- 3) Final Outcome Evaluation Report

**2.0 Staffing Requirements**

Must be an **experienced, independent evaluator** (with no responsibility for program administration or operations) to conduct the evaluation.

**2.1 Staff Qualifications**

At a minimum, Contractor’s staff working on tasks associated with this project shall meet the job requirements of State Term Contract Number (973-000-14-01) or State Term Contract Number (973-000-14-02), in accordance with the deliverables specified in Section 1.2.

Satisfactory performance of Contractor’s staff will require that due dates are met for each report. If DEO notes deficiencies in any report, Contractor will have up to three (3) business days to cure the deficiency and resubmit the report.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and sub-contractors, whenever on DEO premises, obey and comply with all rules,

policies, and any other standards and procedures which must be adhered to by DEO's employees and vendors.

## **2.2 Background Screenings**

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

Contractor or Contractor's employees 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 or Contractor's 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. Contractor or Contractor's employees whose screening results indicating convictions of disqualifying offenses will not be 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 Contractor or Contractor's employees to the Contractor. Contractor or Contractor's employees are prohibited from performing any work under this project until written approval of the individual is received from DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all individuals assigned to this project.

## **2.3 Staffing Changes**

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

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

#### **2.4 Employment Verification (E-Verify)**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

#### **2.5 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications**

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

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

#### **3.0 DEO Contract Liaisons**

DEO designates as its Contract Manager, Charles Williams who can be contacted by telephone at (850) 245-7424 or by email at [charles.williams@deo.myflorida.com](mailto:charles.williams@deo.myflorida.com).

DEO designates as its Project Manager, Keantha Moore who can be contacted by telephone at (850) 245-7413 or by email at [keantha.moore@deo.myflorida.com](mailto:keantha.moore@deo.myflorida.com).

#### **4.0 Contract Period**

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



**5.0 Invoicing Instructions**

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide DEO’s Contract Manager and DEO’S Project Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO’s Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

To be payable:

- A. Invoices shall contain the Contract number and/or the Purchase Order number, Contractor’s invoice number and the invoice period.
- B. Invoices must clearly reflect the number of hours worked at the hourly rate for each STC position, STC job title and the tasks that were provided during the invoice period.
- C. Invoices must be accepted and approved by DEO.

Travel must be pre-approved in writing by DEO’s Project Manager and will only be reimbursed in accordance with section 112.061, F.S. Each request to incur travel expenses should be submitted following procedures specified in the following link: [http://intra/finan\\_mgt/Manuals/Travel%20Manual%203.05.pdf](http://intra/finan_mgt/Manuals/Travel%20Manual%203.05.pdf)

**As applicable, travel expenses, which are inclusive of travel, lodging, mileage, and per diem expenses, must be included in the hourly rate proposed.**

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

Management Consulting State Term Contract 973-000-14-01				
Management Consulting Services				
Job Title	State Term Contract Maximum Hourly Rate	DEO Discounted Labor Rate	Estimated Total Hours	Total Cost
Principal	\$	\$		\$
Senior Consultant	\$	\$		\$
Consultant	\$	\$		\$
Junior Consultant	\$	\$		\$
Program & Administrative Support	\$	\$		\$

**Total: \$**

Deliverable	Total Cost
<b>Deliverable 1:</b> Evaluation Design Report	\$
<b>Deliverable 2:</b> Data Assessment Plan	\$
<b>Deliverable 3:</b> Progress Reporting and Impact Study	\$
<b>Deliverable 4:</b> Progress Reports and Outcome Evaluation	\$

**Total: \$**

### 6.0 Confidentiality and Safeguarding Information

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

**If contractor has questions regarding the application of chapter 119, florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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

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

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

Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations

except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

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

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

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

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

## **7.0 Indemnification**

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

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

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

## **8.0 Termination**

### **8.1 Termination Due to the Lack of Funds**

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

### **8.2 Termination for Cause**

DEO may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and

consequences of default. Contractor shall continue work on any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract.

### **8.3 Termination for Convenience**

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

### **9.0 Financial Consequences for Non-Performance:**

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

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

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

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

### **9.1 Financial Consequences for Failure to Comply with Invoice and Status Report Requirements:**

If Contractor fails to comply with the invoice and status reports requirements as stated in Section 5.0, Contractor shall pay to DEO financial consequences for such failures, unless DEO waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence will be assessed against Contractor for each submittal of an invoice or status report that is out of compliance, as specified in Section 1.1. This amount shall be reflected as a credit on the invoice submitted to DEO.

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

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

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

- d) Federal guidance impacting services.

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

**11.0 Liquidated Damages**

Contractor fails to ensure that a qualified employee reports for work as specified herein and as specified on the purchase order (that has been accepted by the Contractor), in lieu of actual damages DEO may, at its option, elect to assess liquidated damages in the amount of \$250.00 per calendar day until the earlier of the date that:

- a. the Contractor provides a qualified employee;
- b. the Customer secures an employee elsewhere; or
- c. the Customer's need otherwise ceases.

Liquidated damages shall not be assessed if the Contractor provides the services as specified on the purchase order.

At the Customer's sole option, liquidated damages may be assessed in half-day (4 hour) increments of \$125.00.

**12.0 Exceptions to Application of the Liquidated Damages Provision**

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

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

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

**13.0 Contract Document**

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include terms and conditions

of this solicitation, and any addenda to it, Contractor's response, and the contract issued as a result of this Request for Quote.

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

DEO reserves the right to issue a Purchase Order as the contract agreement or may require Contractor to enter into another form of a definitive contract.