

EXECUTIVE COUNCIL MEETING January 20, 2023

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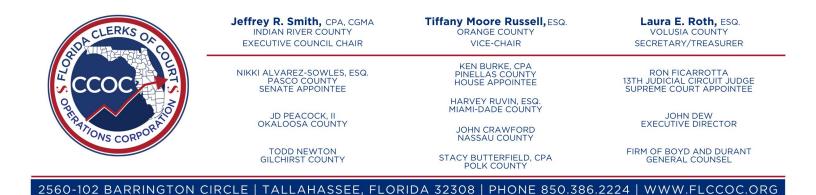
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EMERGENCY EXECUTIVE COUNCIL MEETING

January 20, 2023 Meeting: 2:30 PM

WebEx Link: https://flclerks.webex.com/flclerks/j.php?MTID=m6253f60661979d12eb6af7fc53c02e50 Meeting Code: 2318 009 2257, Password: CCOC Conference Call: 1-866-469-3239, Access Code: 2318 009 2257

Call to OrderHon. Jeffrey R. Smith Roll CallHon. Laura Roth
1) Introduction and Agenda ApprovalHon. Jeffrey R. Smith
2) Update on Guardianship Project
 3) Guardianship ContractsJohn Dew/Nicole Taylor a) Contract for Developing Database
 b) Contracting for Consulting, Integrating of building Websites, and IT support
c) Contract with JAC for Funding CCOC
4) Other BusinessBon. Jeffrey R. Smith



AGENDA ITEM 3

DATE:	January 20, 2023
SUBJECT:	Guardianship Contracts
COUNCIL ACTION:	Approve Recommended Actions

OVERVIEW:

For the purposes of the CCOC implementing Ch. 2022-218, s. 1, Laws of Fla. as charged, certain vendor services are required.

Specifically, the CCOC requires contractual vendor services to design, develop, and implement the statewide guardianship database and web site, and to provide training and materials. Cloud Navigator, Inc. was the vendor selected in the solicitation process and approved by the Council. CCOC staff moved forward with drafting a Contract with Cloud Navigator to perform the services required. The draft has been reviewed and approved by the Vendor. CCOC staff recommends the Contract (attached) be approved by the Council.

In addition to the services needed from Cloud Navigator, Inc. to design, develop, and implement the statewide guardianship database and web site, the CCOC will require supporting and/or supplemental services for the Guardianship project in the areas of information technology, web development, and project management. CCOC recommends the Council grant CCOC's Chair or Executive Director authority to execute contracts with existing CCOC service providers – eGroup, Understory, and Canopy Consulting, respectively – for services to be paid at hourly rates, and utilizing Guardianship funding, as needed to support Guardianship efforts.

Finally, the funding appropriated for the purposes of implementing Ch. 2022-218, s. 3, Laws of Fla. requires the CCOC to enter a "Grant and Aid" agreement with the Justice Administrative Commission (JAC). CCOC has delayed development of this contract until we signed a contract with a vendor to develop and implement the statewide Guardianship Database and Webpage. This way we better understood the timing of deliverables to be provided. We expect to have this contract ready within the next two weeks.

Our Mission: As a governmental organization created by the Legislature, we evaluate Clerks' court-related budgetary needs, and recommend the fair and equitable allocation of resources needed to sustain court operations.

AGENDA ITEM 3 - GUARDIANSHIP CONTRACTS

COUNCIL ACTION:

- 1. Accept the recommendation to approve the contract with Cloud Navigator, Inc., the vendor approved by the Council to design, develop, and implement the statewide Guardianship Database and Webpage.
- Accept the recommendation to grant CCOC's Chair or Executive Director the authority to enter into contracts with existing service providers to support and/or supplement Guardianship efforts at hourly rates, utilizing Guardianship funding, as needed. Suggested maximum amounts of the contracts will be provided to the Council at the meeting.
- 3. Accept the recommendation to grant CCOC's Chair or Executive Director the authority to approve a "Grant and Aid" agreement with the Justice Administrative Commission (JAC) for the purposes of implementing Ch. 2022-218, s. 3, Laws of Fla., related to the funding of the Guardian Transparency Act for the 2022-2023 fiscal year.
- **<u>COUNCIL LEAD</u>**: Honorable Ken Burke
- LEAD STAFF: John Dew, CCOC Executive Director Nicole Taylor, CCOC Business Analyst & Project Manager
- **<u>ATTACHMENTS</u>**: Contract with Cloud Navigator, Inc.

AGENDA ITEM 3 - GUARDIANSHIP CONTRACTS

CONTRACT BETWEEN THE FLORIDA CLERKS OF COURT OPERATIONS CORPORATION AND CLOUD NAVIGATOR, INC

This Contract is between the Florida Clerks of Court Operations Corporation (hereinafter "Corporation" or "CCOC") and Cloud Navigator, Inc., ("Contractor"), which are the parties hereto.

WITNESSETH

WHEREAS, the Legislature created the Florida Clerks of Court Operations Corporation in Section 28.35, F.S.; and

WHEREAS, the Corporation is charged under Section 744.2112, F.S. with establishing a statewide database of guardian and guardianship case information to facilitate improving court oversight of guardianship cases (hereinafter the "Guardianship Project" or "project"); and

WHEREAS, the Corporation has determined that to meet its statutory obligations, certain professional services will be required; and

WHEREAS, the Corporation has determined that the Contractor has the experience in providing technological solutions to meet the Corporation's needs and requirements in a timely and professional manner; and

WHEREAS, the Corporation wishes to contract with Contractor, on a non-exclusive basis, for certain services as hereafter defined and the Contractor is willing to enter into such an Agreement to provide such services to the Corporation.

THEREFORE, in consideration of the mutual promises contained herein, the Corporation and the Contractor agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on January XX, 2023, and shall end June 30, 2023.

B. Contract Renewal

The Corporation has the option to renew this Contract, in whole or in part, for up to an additional three (3) year period, or portions thereof, beyond the initial Contract term upon the terms and conditions contained herein, except that the Corporation may negotiate lower pricing. Exercise of a renewal option is the Corporation's exclusive option and shall be conditioned, at minimum, upon the Contractor's satisfactory performance of this Contract and subject to the availability of funds. The Corporation, if it desires to exercise its renewal option, upon approval by the CCOC Executive Council, will renew the Contract.

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II. CONTRACT

A. Definitions

The capitalized terms used in this Contract, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1. <u>Americans with Disabilities Act (ADA)</u>: Legislation which prohibits discrimination based on disability, found in Title II and III of the Code of Federal Regulations (C.F.R.), and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services.
- 2. <u>Business Day</u>: 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays.
- 3. <u>Contract</u>: This agreement between the Contractor and the Corporation, which memorializes the terms and conditions negotiated by the parties.
- 4. <u>Contract Administrator</u>: The Corporation employee who assists the Corporation's Contract Manager in the development, negotiation, and management of the Contract; ensuring the Contractor adheres to deadlines, deliverables, and other terms related to the Contract; evaluating Contractor performance in conjunction with the Contract Manager; tracking and mitigating risks; and maintaining a documentation file for the Contract. The Contract Administrator, also the Corporation's Project Manager, is designated in Section V. of this Contract.
- 5. <u>Contract Manager</u>: The Corporation employee, or his/her designee, responsible for the overall performance oversight and operational management of the Contract. The Contract Manager is designated in Section V. of this Contract.
- 6. <u>Contract Monitoring</u>: An in-depth, comprehensive evaluation conducted by the Contract Manager and Contract Administrator to document the Contractor's compliance with the terms of the Contract, and to evaluate overall Contractor performance. The frequency and method of monitoring is at the discretion of the Contract Manager, with service performance at a satisfactory level being monitored less frequently.
- 7. <u>Corrective Action Plan (CAP)</u>: The Contractor's written comprehensive plan to cure deficiencies discovered by the Corporation in the course of Contract performance.
- 8. <u>Criminal Justice Information (CJI)</u>: Criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Corporation of Justice, Federal Bureau of Investigations,

Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

- 9. <u>Cure Period</u>: At the discretion of the Corporation, a reasonable period of time afforded the Contractor to remedy without penalty any deficiency in performance of services and/or an action constituting a breach of contract.
- 10. Day: A calendar Day unless otherwise indicated.
- 11. <u>Deliverables</u>: Those services, items, or materials provided, prepared, and delivered to the Corporation in the course of Contract performance, which result in the Corporation's payment to the Contractor.
- 12. <u>Fiscal Year</u>: The one-year period of time used by all State agencies and/or entities for budgetary and accounting purposes and preparation of financial statements. The Corporation's Fiscal Year runs July 1st through June 30th.
- 13. <u>Florida Clerks of Court Operations Corporation</u>: All 67 Clerks of the circuit court are members of the Florida Clerks of Court Operations Corporation (CCOC and "Corporation") and hold their position and authority in an ex officio capacity. The functions assigned to the CCOC are performed by an executive council pursuant to the plan of operations approved by the members. The CCOC is a political subdivision of the state.
- 14. <u>Health Insurance Portability and Accountability Act (HIPAA)</u>: The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II), which include requiring the Department of Health and Human Services (HHS) to establish national standards for electronic healthcare transactions and national identifiers for providers, health plans, and employers. HIPAA also addresses the security and privacy of health data.
- 15. <u>Protected Personally Identifiable Information (PII)</u>: A set of data, such as birth date or social security number, that could be used to a distinguish and thereby identify a specific individual, making it sensitive and protected information.
- 16. <u>Service Location</u>: Any location in which services are being performed as part of this Contract, including, but not limited to, the Clerks of Court Operations Corporation (CCOC) Tallahassee office, county Clerks' offices, and other State Agencies or entities.
- 17. <u>Service Times</u>: Standard business days, Monday through Friday, and hours 8:00 AM EST to 5:00 PM EST.

III. THE PARTIES HEREBY AGREE:

A. General Service Description

The Contractor shall provide Corporation services according to the terms and conditions outlined in this Contract to include the following:

- 1. To provide services according to the terms and conditions set forth in this Contract, specifically those outlined in **J. Scope of Services**, and all other attachments named herein which are attached hereto and incorporated by reference (collectively referred to herein as this "Contract").
- 2. To perform as an independent Contractor and not as an agent, representative or employee of the Corporation.
- 3. To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any sales taxes on the services or goods purchased under the terms of this Contract.

B. General Provisions

1. <u>State of Florida Registration</u>:

Contractor shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Contract.

2. <u>MyFloridaMarketPlace</u>:

Corporation, being a political subdivision of the state rather than a state agency, does not utilize MyFloridaMarketPlace (MFMP); however:

- a. Each Contractor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.030(3), F.A.C.
- b. Contractor will not utilize MFMP during the course of Contract. The Contractor with make submissions of reports and documentation relating to the performance of services in accordance with Contract directly to the Corporation Project Manager who also serves as the Contract Administrator; invoices to receive payment for said services will be directly submitted to Corporation Contract Manager; and by making any and all submissions, Contractor certifies their correctness. All such reports, invoices, and payments shall be subject to audit by the Corporation or its designee and/or State or its designee.
- 3. <u>Laws, Rules, Regulations, Policy, and Procedure</u>: The Contractor shall provide services in accordance with all applicable local, federal, and State laws, rules and regulations, and the Corporation's related rules,

policies, and procedures. All such laws, rules, regulations, and procedures, current and revised, are incorporated herein by reference and are made a part of this Contract, as applicable. The Contractor and the Corporation shall work cooperatively to ensure service delivery is in complete compliance with all such laws, rules, regulations, policies, and procedures. Where a specific law, rule, regulation, or procedure is referenced, all revisions to that law, rule, regulation, or procedure will apply. During the Contract term, the Contract Manager will provide the Contractor updated versions of any related Corporation procedure within ten (10) days of publication.

- 4. The Corporation reserves the exclusive right to make any and all determinations that it deems necessary to protect the best interests of the State of Florida through this Contract. The Corporation's failure to set forth a specific reservation of rights as to any particular provision regarding services to be performed under this Contract does not negate the Corporation's reservation of rights and does not mean that any provision regarding Contract services is subject to mutual agreement by the parties.
- 5. The specific rules, procedures, and regulations identified in this section are not listed to the exclusion of any other rules, procedures, and regulations required throughout this Contract. The Corporation will monitor the Contractor's performance to ensure compliance with all rules, regulations, and Contract requirements.
- 6. The Contractor shall ensure that its performance complies with all local, State, and federal laws, rules, ordinances, and regulations, as well as any directive from proper authorities having jurisdiction at each Service Location. Should a violation occur relating to this Contract, the Contractor shall correct the violation at no cost to the Corporation, including paying any fines or penalties associated with a violation.
- 7. All services provided under this Contract must meet the applicable requirements of Title 42 Code of Federal Regulations (C.F.R.) Part 2; HIPAA, Standards for Privacy of Individually Identifiable Health Information; and any additional applicable local, State, and federal laws, rules, and regulations.
- 8. The Contractor agrees to modify its service delivery as requested by the Corporation, including the addition or expansion of services provided to meet changes required by law, standards, the Corporation's mission, regulations, or as a result of a legal settlement agreement or consent order. Any changes in this Contract required to ensure continued compliance with State or federal laws, statutes, regulations, legal settlement agreement or consent order, or Corporation procedure, will be made in accordance with a Contract Modification.

C. Communications

The parties will accomplish contract communications in two (2) forms, routine and formal, as follows:

1. <u>Routine</u>:

Routine communications include all normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged and responded to by the receiving party within two (2) Business Days of receipt.

If an urgent problem arises, the Corporation will contact the Contractor, and the Contractor shall verbally respond to the Contract Manager and Project Manager within 24 hours.

If a non-urgent problem arises, the Corporation will contact the Contractor, and the Contractor shall verbally respond to the Contract Manager and Project Manager within 48 hours.

Upon request, the Contractor shall provide the Corporation all information and records that the Corporation deems necessary to respond to any inquiries Corporation receives within three (3) Business Days of receiving the request.

2. Formal:

Formal communications are written communications from the Corporation that relate to significant issues such as breach of contract, unsatisfactory performance or other contractual non-compliance, the assessment of financial consequences, or Contract termination. Formal communications will be marked clearly as a "Formal Communication" and must be acknowledged by the Contractor upon receipt and responded to within seven (7) Days of receipt via email.

The only persons authorized to use formal communications are the Corporation's Contract Manager and the Contractor's executive leadership. Other persons authorized to utilize formal communications must be agreed upon by both parties and identified, in writing, within 10 Days of Contract execution. Both parties must provide written notification of any subsequent changes to those authorized to use formal communications before issuing any formal communications from another person.

D. Confidentiality

The Contractor shall maintain the confidentiality of individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Corporation and Contractor agree that all information and records obtained in the course of Contract performance shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

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E. Service Locations and Times

1. <u>Service Locations</u>

Contractor shall provide service at locations deemed necessary to complete the contracted services.

2. <u>Service Times</u>

Contractor will provide at a minimum 24 hours' notice of project activities requiring Corporation and/or partner resources outside of established service times.

F. Contractor's Administrative Responsibilities

- 1. <u>The Contractor shall</u>:
 - a. Possess and maintain documents material to the Contract, including but not limited to, current copies of all required state and federal licenses, certificates, required training, permits, registrations, and insurance documentation;
 - b. Ensure all required and appropriate operating licenses, certificates, required training, permits, registrations, and insurance are acquired before any implementation of services; and
 - c. Maintain current copies of the foregoing documents which include, but are not limited to:
 - i. Any applicable state and federal licenses related to services provided under the Contract.

In addition, the Contractor shall ensure all required licenses, certificates, required training, permits, and registrations remain current and in good standing throughout the term of the Contract.

- 2. The Contractor shall have the ability to track and report its performance. The Contract Manager will resolve any performance compliance discrepancies and may request any information or documentation required to ensure the Contractor's compliance.
- 3. The Contractor commits to the services and pricing incorporated in its proposal submitted to the Corporation in response to Corporation's Request for Proposals (RFP) and in accordance with the timeline and deliverable dates outlined in Contractor's January 14, 2023 updated response and Scope of Work, submitted to Corporation at Corporation's request to adjust for a January 20, 2023 start date. Contractor's updated proposal is hereby incorporated as Appendix I. Deviations may be mutually agreed upon by the parties and memorialized in a Contract Modification.

G. Contractor's Staffing Requirements

1. Within five (5) Days of Contract execution, and every three (3) months thereafter for the duration of provided services, the Contractor shall submit an overview of its organization, specifically those staff assigned to provide services under this Contract, including an organization chart, executive/administrative management, staffing plan, and other relevant organizational information.

- 2. The Contractor shall ensure it achieves and maintains appropriate staffing levels to provide services under this Contract. The Corporation will review the Contractor's initial staffing plan, which will be considered the Contractor's final staffing plan unless and until the Contractor receives the Corporation's rejection of its plan.
- 3. The Contractor shall ensure that staff providing services have completed all required training, have obtained the requisite qualifications, and have the ability to provide services at the level of competency found for each particular position.
- 4. The Contractor will immediately notify the Corporation of any staffing changes, which must be approved by the Corporation, ensuring staffing changes do not cause any break or delay in the delivery of contractual services.
- 5. <u>E-Verify</u>:

As of January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with Section 448.095, F.S.

The Contractor shall only employ individuals who may legally work in the United States (U.S.) - either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Corporation of Homeland Security's E-Verify Employment Eligibility Verification system, <u>https://e-verify.uscis.gov/emp</u>, to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Contract.

Upon execution of this Contract, Contractor certifies compliance with this E-Verify requirement.

H. Background Screenings and Criminal Records Checks

In the performance of services relating to this Contract, a reasonable probability exists that Contractor staff will have access to or handle protected data. Therefore:

1. Contractor is responsible for ensuring that all staff, whether employees or subcontractors, assigned to perform services relating to this contract has had an FCIC/NCIC background check conducted prior to performing services, and will provide Corporation with a written statement attesting compliance with this requirement within fifteen (15) business days upon contract execution.

- 2. The Contractor shall not assign replacement staff to work under this Contract, who has not had an FCIC/NCIC background check conducted prior to performing services.
- 3. Contractor shall ensure that no staffing changes relating to this provision shall interrupt or delay services without being subject to financial consequences.
- 4. Contractor acknowledges the use of criminal history records and information derived from such background screenings are restricted from public disclosure, pursuant to Section 943.054, F.S.
- 5. The Contractor shall require in writing via policy or procedure that staff and subcontractors shall immediately, and no longer than 24 hours after occurrence, report to Contractor any new arrest, criminal charge, or conviction of any persons providing services under this Contract. Said policy shall be available to Corporation for review upon request.

I. Compliance with Corporation Policies and Procedures

Contractor certifies that it shall ensure that all staff and subcontractors are familiar with and comply with Corporation's policies and procedures. Specifically:

1. Fraud Policy:

Pursuant to F.S. 112.311, the Corporation and the Contractor acknowledge the following Fraud Policy of the Corporation exists to guard against fraudulent, unethical, and dishonest acts and identify responsibilities for preventing, detecting, reporting, and investigating such. The Fraud Policy and Procedures of the Corporation are as follows:

"The CCOC recognizes the importance of protecting the organization, its operations, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, it is incumbent upon CCOC's Executive Director to institute and clearly communicate the fraud prevention policy to employees, both internal and external customers, Contractors, and partners.

The CCOC is committed to the highest standards of moral and ethical behavior. Breaches of these standards, especially through acts involving fraudulent, unethical, and other dishonest behavior, are not only costly, but they erode the public's trust and confidence in the integrity of the agency. By issuing this formal policy statement, the CCOC hereby reaffirms its longstanding duty and responsibility to aggressively combat such behavior.

The CCOC recognizes a zero-tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all CCOC employees and Council Members. Additionally, this policy covers consultants, Contractors, sub-contractors, outside agency, or a person doing

business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted.

An employee who, in good faith, reports wrongful activity meeting the provisions of s. 112.3187, F.S. (Whistle-blower's Act), is protected against retaliation for making such a report. The law also provides for the individual's identity to remain confidential. Regardless as to whether or not the provisions of the Whistle-blower's Act are met, it is a violation of this policy for anyone to retaliate against an employee for reporting, in good faith, allegations of wrongdoing, or participating in the investigation of such.

The CCOC's policy is to promote consistent, legal, and ethical organizational behavior by:

- a. assigning responsibility for reporting fraud, theft, waste, or abuse;
- b. institute preventive measures designed to deter these activities or make them easier to detect;
- c. providing guidelines for reporting and investigating suspected fraudulent behavior;
- d. requiring each employee to attend fraud awareness training;

Failure to comply with this policy subjects an employee (including management) to disciplinary action, including immediate termination. Failure to comply by a consultant, Contractor, sub-contractor, outside agency, or a person doing business with the agency or in any other relationship with the agency could result in cancellation of the business or other relationship between the entity and the CCOC.

For purposes of this policy only the term **fraud** or **fraudulent** includes theft, waste, and abuse as defined below. The term **employee** also includes employees in management positions. The term **management** includes council members, managers, assistant managers, supervisors, and any other employee who has authority to sign another employee's performance evaluation and/or timesheet.

DEFINITIONS AND EXAMPLES OF FRAUD, WASTE, ABUSE AND CORRUPTION

Fraud is defined as an intentional deception designed to obtain a benefit or advantage or to cause some benefit that is due to be denied. Fraud generally involves a willful or deliberate act or omission with the intention of obtaining an unauthorized benefit, service, property, or something of value by deception, misrepresentation, or other unethical or unlawful means. Fraud can be committed through many methods, including mail, wire, telephone, and the Internet. Fraudulent, unethical, and other dishonest acts may include, but are not limited to, the following:

a. Forgery or alteration of a check, bank draft, any other financial document, or computer records;

- b. Falsification or misrepresentation of reports to management and external agencies, including time sheets, official travel claims for reimbursement, or other expense reimbursement reports;
- c. Knowingly authorizing or receiving payment for time not worked;
- d. Misappropriation of funds, securities, supplies, or other assets;
- e. Impropriety in the handling or reporting of money or financial transactions;
- f. Engaging in unauthorized activities that result in a conflict of interest;
- g. Disclosing confidential or proprietary information to unauthorized individuals;
- h. Removal of agency property, records, or other assets from the premises without supervisory approval;
- i. Unauthorized use or destruction of agency property, records, or other agency assets; and
- j. Taking and using information or providing the information that would lead to identity theft.
- k. Theft of cash or fixed assets;
- 1. Failure to account for monies collected;
- m. Knowingly providing false information on job applications and requests for funding.
- 2. Investigate

Upon reviewing allegations of fraudulent, unethical, or dishonest acts, if the Executive Director determines an investigation is warranted, he/she shall appoint a qualified individual or entity to investigate the reported activity after consulting with the General Counsel. In those instances where the investigation by the Executive Director Appointee indicates potential criminal activity, the investigation shall immediately be turned over to the Florida Corporation of Law Enforcement and the State Attorney's Office.

During the investigation, the Constitutional rights of all persons are to be observed. The accused will be afforded the opportunity to respond to the allegations or matters being investigated. The rights of the accused will be safeguarded throughout the investigation.

Pursuant to this policy, all employees are to cooperate fully with those performing an investigation. An employee who does not fully cooperate with an authorized investigation may be disciplined, up to and including termination of employment. An employee may be required to answer any questions that are within the scope of the employee's employment, whether such questions are asked in an investigation conducted by the Executive Director Appointee or Human Resources.

The investigation shall be completed expeditiously and in accordance with established procedures. The results of the investigation conducted by the Executive Director Appointee shall be communicated, either orally or in writing, to the Executive Director.

Allegations or matters of conduct deemed outside the scope of this policy, such as supervisory or personnel-related issues, may be referred to the respective area of management or the Human Resources Section for review and appropriate action.

3. Actions

Employees, consultants, contractors, sub-contractors, outside agency, or a person doing business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted is determined to have participated in fraudulent, unethical, or dishonest acts will be subject to disciplinary action in accordance with personnel policies and rules. Criminal, civil, and/or other administrative actions may also be taken against employees who are found to have participated in unlawful acts. Criminal action falls within the sole purview of local, state, or federal law enforcement, as well as prosecuting and judicial authorities. In those instances where disciplinary and/or other administrative action is warranted, the Human Resources Section, or other appropriate office, shall be consulted prior to taking such actions.

J. Scope of Services

1. <u>Background: Enacted Legislation</u> Chapter 2022-218 § 744.2112, F.S.

"An act relating to guardianship data transparency; creating s. 744.2112, F.S.; requiring the Florida Clerks of Court Operations Corporation and the clerks of court to establish a statewide database of guardianship data; providing requirements for the database; specifying restrictions on accessing the database; specifying duties of the corporation relating to uploading certain database information to a certain website and generating and publishing certain reports; providing requirements for the website; requiring the Office of Public and Professional Guardians to share certain data; requiring the corporation to compile and report certain data to the Office of Program Policy Analysis and Government Accountability (OPPAGA) at specified intervals; requiring certain data to be produced in a certain format; requiring OPPAGA to analyze data and prepare reports containing certain information; requiring such reports to be provided to the Governor and the Legislature at specified intervals; providing requirements and prohibitions of such reports; amending s. 744.2001, F.S.; requiring the office to publish online profiles of registered professional guardians on or before a certain date; requiring the online profiles to contain certain information; prohibiting the Corporation of Elderly Affairs from populating the profiles with certain information; authorizing the Corporation to adopt rules; providing appropriations; providing an effective date.

744.2112 Guardianship information and transparency.—

(1) The Florida Clerks of Court Operations Corporation and the clerks of court shall establish a statewide database of guardian and guardianship case information to

facilitate improving court oversight of guardianship cases. The database may not be operational for end users until on or after July 1, 2023. The database must meet interoperability standards defined by the Florida Courts Technology Commission so that each circuit court can easily access the information for regular use in judicial proceedings under this chapter. The database must include, at a minimum, the following:

(a) The registration status of each professional guardian.

(b) The substantiated disciplinary history of each professional guardian.

(c) The status of each guardian's compliance with the statutory qualifications for guardianship under s. 744.2003 or s. 744.3145.

(d) The status of statutorily required reports and submissions under chapter 744.

(2)(a) Except as provided under paragraph (3)(b), the database shall be accessible only by members of the judiciary, their direct staff, and court personnel and clerks of court personnel authorized by a judge to assist with guardianship matters. The database must restrict access to the information necessary to perform such individual's duties, but in no way restrict access by judges or magistrates.

(b) The database must be searchable by, at a minimum, the name of the petitioner, ward, guardian, and legal counsel for all parties; the demographic information of the ward; the location of the guardian's office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each guardian, by ward county of residence.

(3) The Florida Clerks of Court Operations Corporation shall:

(a) Upload certain professional guardian information from the database to a webpage accessible to the general public in a searchable format. Such professional guardian information must be limited to the names of professional guardians and current data regarding the number of wards served by each guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary guardianships. Personal identifying information of wards may not be included in the data that is searchable under this paragraph.

(b) Generate monthly reports of statewide, circuit-level, and county-level statistical data to provide assistance to the courts and the Department of Elderly Affairs and to provide transparency to the public and the Legislature regarding the state's guardianship system. The monthly reports shall include only aggregated and deidentified data. The Florida Clerks of Court Operations Corporation shall publish the statistical data reports monthly on the webpage under paragraph (a).

(c) Generate reports using information in the database at the request of the Legislature, the judiciary, or the Department of Elderly Affairs.

(4) The Office of Public and Professional Guardians is directed to share professional guardian registration and disciplinary action information for the purposes of this section.

(5)(a) Beginning July 1, 2024, and annually thereafter through July 1, 2027, the Florida Clerks of Court Operations Corporation must compile and report data collected by the clerks of court and the Department of Elderly Affairs and maintained in the database to the Office of Program Policy Analysis and Government Accountability (OPPAGA).

(b) OPPAGA must analyze the consolidated data compiled in accordance with paragraph (a) to evaluate trends in the use of guardianships in this state and to conduct a comparative analysis of guardianship laws in other states. OPPAGA must consult with the Office of the State Courts Administrator, the Florida Clerks of Court Operations Corporation, the clerks of court, and the Department of Elderly Affairs during its analysis. OPPAGA shall submit a report containing its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by October 15, 2024, and annually thereafter through October 15, 2027.

(c) The data compiled and used for the reports required under this subsection must be produced in a statewide, circuit-level, and county-level statistical format. Such reports must include only aggregated and deidentified data and may not contain personal identifying information of wards."

THEREFORE:

- 2. For the purpose of this contract, the contractor will provide the following services which include, but are not limited to:
 - a. Guardian and guardianship case information data is not currently stored in a single central location or system. To successfully accomplish the goal of designing, developing, and implementing a centralized database, the data shall be identified and sourced from more than one existing system for migration and integration in the new database.

Current data sources which store these data elements, or the data required to derive these data elements, include the Florida Comprehensive Case Information System (CCIS), the Office of Public and Professional Guardians maintained by the Department of Elderly Affairs, and others, including but not limited to, county-level case management systems.

b. Design, develop, and implement a centralized statewide database for guardianship information (hereinafter "Database") and a publicly accessible

webpage to display certain guardianship information to fulfill the statutory requirements of Section 744.2112, Florida Statutes.

The specifications and functionality provided by the centralized database and website include, but are not limited to, the following:

- 3. Database
 - a. Contractor shall design, develop, and implement a **centralized**, Statewide Guardianship Database
 - b. Database **shall include**, at a minimum, the following data elements:
 - i. The registration status of each professional guardian.
 - ii. The substantiated disciplinary history of each professional guardian.
 - iii. The status of each guardian's compliance with the statutory qualifications for guardianship under s. 744.2003 or s. 744.3145.
 - iv. The status of statutorily required reports and submissions under chapter 744.
 - v. Type of Guardianship
 - vi. Name of Guardian
 - vii. Location of Guardian's office
 - viii. Number of Wards Served by Guardian
 - ix. Circuit
 - x. Name of Judge
 - xi. Name of Ward
 - xii. County of Residence of Ward
 - xiii. Name of Petitioner
 - xiv. Name of Legal Counsel
 - xv. Demographic Information of Ward
 - c. Contractor shall design, develop, and implement a statewide guardianship database that **meets applicable interoperability standards** defined by the Florida Courts Technology Commission to allow each circuit court to easily access the information for regular use in judicial proceedings. **The Florida Courts Technology Standards** can be viewed online at:

https://www.flcourts.org/content/download/801491/file/floridasupreme-court-technology-standards-november-2020.pdf.

- d. Database shall either exist in a CCOC-owned or controlled environment.
 - i. Corporation shall own all data and records contained

within the database.

- ii. Corporation shall have full and real-time access to the data and the ability to pull and/or migrate data at no cost to the Corporation;
- e. Database shall be developed to ensure a complete and up-to-date copy of the centralized database is backed up to that environment on a regularly scheduled basis.
 - i. Contractor shall ensure backup capabilities, documenting method(s), frequency of updates, and failure mitigation and restoration plans. Documentation shall be provided to the Corporation.
- f. Database shall be scalable to accommodate current and future needs.
 - i. Corporation needs to be able to add data fields not specifically outlined, for example unique identifiers assigned to Professional Guardians to assist in facilitating court oversight of caseloads across counties.
- g. Database shall include functionality to enable the Corporation (CCOC) to manage and control role-based access to the database.
 - i. Corporation shall have the ability to assign user types, access, and capabilities within the system.
- h. Database shall include functionality to enable authorized users to upload or submit data directly to the database.
 - i. Contractor shall establish standardized forms and/or practices for data uploads, to include but not limited to, setting data field parameters that force "clean" data entry. For example, if an entire name is entered into the First Name field, the submission would be denied if Last Name is left blank with an indicator of the error.
- i. Database shall be designed to enable additional data fields, data types, and other elements to be incorporated into the database as needed.
- j. Database shall be searchable by, at a minimum, the name of the petitioner, ward, guardian, and legal counsel for all parties; the demographic information of the ward; the location of the guardian's office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each guardian, by ward county of residence.
 - i. To improve oversight, reporting, and transparency, the

system shall allow for queries and reporting utilizing all or some of the data fields referenced.

- k. Database shall be designed to enable integration with other technology and services, including the ability to upload defined data fields (i.e., information) from the database to a publicly available web page to allow access to the general public in a searchable format.
- 1. Shall provide for the ability to generate reports from the database, including the ability to report data in aggregated and deidentified formats. These reports include, but are not limited to, reports of statewide, circuit-level, and county-level statistical data to provide assistance to the courts, the Department of Elder Affairs, and other stakeholders such as the Legislature, as well as to provide transparency to the public and the Legislature regarding the state's guardianship system.
- m. Shall provide functionality to enable the CCOC to generate ad hoc reports using information in the database.
- 4. <u>Web Page</u>
 - a. Contractor shall design, develop, and implement a publicly available web page to display specific information from the database in a searchable format. Such professional guardian information must be limited to the names of professional guardians and current data regarding the number of wards served by each guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary guardianships. Personal identifying information of wards may not be included in the data that is searchable.
 - b. Shall provide for the ability to publish on the web page statistical data reports from the database.
- 5. <u>Training</u>
 - a. In conjunction with delivery of the Guardianship Database and webpage, the Contractor shall provide knowledge transfer through comprehensive training on each component of the database and webpage, and system best practices. Knowledge transfer and training plans should address the procedures, training delivery methodology and mechanisms, training format, schedule, support, curriculum, sample data, and any additional information needed to effectively train CCOC administrators and users of the new system.

- 6. Information Technology Requirements
 - a. Contractor shall provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.
 - b. Contractors, providers, and partners employed by the Corporation (CCOC) or acting on behalf of the Corporation (CCOC) shall also fully comply with the Florida Cybersecurity Standards, as established in 60GG-2, F.A.C.
 - c. In accordance with Rule 60GG-4.002, F.A.C., to the extent the Contractor is providing cloud services or products, the geographic location of data (as defined in section 282.0041, F.S.) shall be restricted to the continental United States. Remote access to data, other than open data, from outside the continental United States is prohibited.
 - d. Contractor shall ensure proposed information technology resources and solutions meet applicable interoperability standards defined by the Florida Courts Technology Commission so that each circuit court can easily access the information for regular use in judicial proceedings. The Florida Courts Technology Standards can be viewed online at: https://www.flcourts.org/content/download/801491/file/florida -supreme-court-technology-standards-november-2020.pdf
 - e. Use of any third-party platforms, software, or other technology shall be organized and arranged in a manner to ensure the Corporation (CCOC) has full ownership of the data associated with the Guardianship Database, the source code and/or custom configurations if applicable, and any accounts, subscriptions, or licensing required for the solution.
 - f. The solution shall support modern authentication protocols to safeguard the integrity of data and prevent unauthorized access to the Guardianship database.
 - g. The solution shall follow information technology development standards and best practices, including the utilization of development, test, and production environments to manage change control and minimize service disruption.
- 7. <u>Contractor Responsibilities</u>

- a. Contractor, together with its agents, suppliers, subcontractors, officers, and employees, represents with the execution of this Contract that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to provide the services identified herein.
- b. Contractor shall have the staff and technical resources to reliably design, install, and configure the proposed database and web site.
- c. Contractor shall be required to prescribe and coordinate any prerequisite hardware and/or upgrades with the Corporation and its Information Technology Staff. This includes any support for installation and testing of the database and/or website to the point of independent operations by Corporation staff.
- d. Contractor shall provide thorough documentation related to the hosted environment(s) of the database, including details regarding information systems security and availability.
- e. Contractor, together with its employees, agents, or subcontractors performing work under the Contract, shall be properly trained and meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.
- f. All Contractor employees, agents, or subcontractors performing work under the Contract shall comply with all Corporation policies and procedures, including, but not limited to, security and/or administrative requirements.
- g. The Corporation may refuse access to, or require replacement of, any of Contractor's employees, agents, or subcontractors for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Corporation's security and/or administrative requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract.
 - i. The Corporation may reject and bar from any facility for cause any Contractor's employee, agent, or subcontractors.
- h. Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically meet all requirements for retaining public records and transfer to the Corporation, at no cost, all public records in possession of the

Contractor upon expiration or termination of the Contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements.

- i. All records stored electronically shall be provided to the Corporation by the Contractor in a format that is compatible with the information technology systems of the Corporation.
- j. Contractor shall provide detailed timeframes for any required hardware/software or other technology purchase(s) and/or upgrade(s), database installation, configuration, training, data conversion, end-user and technical training, and an estimated "go-live" date with key dependencies noted.
- k. Contractor shall hold, at a minimum, standing weekly status meetings with Corporation's Project Manager throughout project execution and/or duration of Contract. Contractor's Project Manager shall develop and furnish Corporation's Project Manager a meeting agenda for said meetings no later than 24 hours and one (1) full Business day in advance of said meetings.
- 1. Parties' Project Managers shall together coordinate meetings, workgroups, workshops, and all other activities related to the performance of services under this Contract which involve both Contractor and Corporation membership participation; however, Contractor shall be responsible for leading and facilitating said meetings, workgroups, workshops, and all other activities related to the performance of services under this Contract.
- m. Contractor shall furnish Corporation's Project Manager detailed weekly reports that include the overall status of the project, plan/tasks, schedule and milestones, risk assessments, upcoming activities and anticipated needs/support from the Corporation, Corporation's Project Manager and/or other resources, along with any and all other pertinent information.
- n. Contractor shall provide the deliverables outlined, on schedule to the extent that is within its control, along with all required documentation to include, but not limited to a "data dictionary."
- 8. Corporation Responsibilities
 - a. The Corporation shall assign a Contract Manager and Contract Administrator to manage the Contract.

- b. The Corporation shall assign a Project Manager to represent the Corporation, who shall serve as the primary point-of-contact for the Corporation and will assist the Contractor and the Contractor's assigned Project Manager throughout execution of the project.
- c. The Corporation's Project Manager shall coordinate with the Contractor to schedule the Project Kick-off meeting, any and all subsequent meetings, and project activities to include coordinating with Subject Matter Experts to work with and assist Contractor throughout the duration of the Contract.
- d. The Corporation and Corporation's Project Manager shall approve the project schedule developed and provided by the Contractor and establish expectations of Contractor performance.
- e. The Corporation shall supply the Contractor with contact information for end users for the purposes of testing the Guardianship database and other project needs deemed necessary for Contractor to perform services under Contract.
- f. The Corporation and its Project Manager, along with the Contractor, shall establish measurable milestones for the project.
- g. The Corporation's Project Manager shall receive, review, and make recommendations to Corporation on all deliverables in established timeframes and Corporation shall authorize timely payments for approved and accepted deliverables.
- h. The Corporation shall review and approve the assignment of all team members, both initially proposed and any subsequent changes.
- i. The Corporation and the Corporation's Project Manager shall be available for consultation throughout the project, and work with the Contractor's Project Manager who shall serve as lead on the project.
- 9. Deliverables and Financial Consequences

Deliverables may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the Corporation. The Contractor shall provide services in conjunction with the tasks identified herein **J**. **Scope of Services** to complete the deliverables as described in the table below. The Corporation may waive or amend any due dates in writing at its sole discretion.

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TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES

No.	Deliverable	Performance Measures	Financial Consequences
1	The Contractor shall host a kick- off meeting with CCOC staff to delineate Contractor and CCOC roles for the completion of the deliverables based on the timeline provided in the Project Plan.		Failure to conduct kickoff meeting within 10 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business day beyond the due date. Such reduction shall be made from the deliverable payment.
2	 The Contractor shall submit a Project Plan, including, but not limited to, the following components: Project Plan Summary Scope Management Plan Cost Management Plan Resource Management Plan Risk Management Plan Communication Plan Change Management Plan Project Schedule Quality Management Plan Security Management Plan 	Project Plan shall be submitted to the CCOC Project Manager, for approval by the CCOC, within fifteen (15) business days of contract execution. The CCOC will review, edit, and provide comments to the initial Project Plan and will respond to the Contractor within five (5) business days. The Contractor will have five (5) business days to incorporate requested changes by the CCOC and submit a final Project Plan to the CCOC Project Manager for approval by the CCOC.	Failure to provide a Project Plan within fifteen (15) business days of contract execution and a final Project Plan within five (5) business days of receiving edits and comments from the CCOC will result in a deduction of 5% of the deliverable cost for each business day beyond the due date. Such reduction shall be made from the deliverable payment.
3	 The Contractor shall develop the System Design Documentation, including, but not limited to, the following components: Business Design User Interface Control Systems Integration Design Interface Specification Design Entity Relationship Diagram Data Dictionary Infrastructure Requirements & Design ADA Compliance Maintenance Requirements User Documentation Reports Inventory The System Design Documentation must also include a report demonstrating how the solution's design will ensure compliance with the interoperability requirements established by the Florida Courts Technology Standards.	Develop the System Design Documentation and Florida Courts Technology Standards Compliance Report, as specified, within 30 business days of contract execution. Evidence of the development of the System Design Documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the System Design Documentation within 30 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

No.	Deliverable	Performance Measures	Financial Consequences
4	Develop a Requirements Traceability Matrix, which defines the system requirements that must be met by the delivered solution.	Develop the Requirements Traceability Matrix, as specified, within 40 business days of contract execution. Evidence of the Requirements Traceability Matrix and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to develop the Requirements Traceability Matrix within 40 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
5	Develop a working prototype of the solution in a testing environment based on the requirements identified in the Requirements Traceability Matrix.	Provide a working prototype of the solution in a testing environment, as specified, within 50 business days of contract execution. Evidence of the working prototype and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide a working prototype of the solution within 50 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
6	Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression, and security testing.	Development of the Master Test Plan, as specified, within 60 business days of contract execution. Evidence of the development of the Master Test Plan and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the Master Test Plan within 60 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
7	Develop automated system test scripts, complete system test, and submit test logs and results.	Development of the automated system test scripts and complete system test, as specified, within 65 business days of contract execution. Evidence of the development of the automated system test scripts and complete system test, along with test logs and results and any other required documentation, must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the automated system test scripts and complete system test, along with required documentation as specified, within 65 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
8		Completion of User Acceptance Testing, as specified, within 80 business days of contract execution. Evidence of the completion of UAT, along with detailed results and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC. Contractor will have 5 business days to correct any deficiencies related to specified requirements identified during UAT.	Failure to complete UAT with detailed results and correct any identified deficiencies, as specified, within 85 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
9	Develop a Data Conversion Plan, which must include details of the methods and processes to execute the required data conversions from the existing systems to the new system. Develop a Data Migration and Mapping	The Data Conversion Plan and the Data Migration and Mapping Plan must be completed, as specified, within 90 business days of contract execution. Evidence of the completion of Data Conversion Plan and the Data Migration	Failure to complete the Data Conversion Plan and the Data Migration and Mapping Plan, as specified, within 90 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week

No.	Deliverable	Performance Measures	Financial Consequences
190.	Plan, which includes necessary translation of existing data elements to the data elements in the new solution.	and Mapping Plan, along with any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Financial Consequences beyond the due date. Such reduction shall be made from the deliverable payment.
10	Perform the data conversion and migration and ensure load was successful before system deployment. Develop a Data Conversion Report, which provides summarized results of the conversion and migration and includes the detailed metrics and disposition of data elements from the existing systems to the new solution.	Complete the data conversion and migration and provide the Data Conversion Report, as specified, within 105 business days of contract execution. Evidence of the completion of the data conversion and migration, the Data Conversion Report, and any other required documentation, must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to complete the data conversion and migration and provide the Data Conversion Report, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
11	Develop the Detailed Implementation Plan, which must outline the detailed processes and approach to the implementation of the new solution. Develop the Deployment Checklist, which must define the step-by-step processes and timing that must be adhered to for the successful pre- implementation, implementation, and post-implementation of the new solution.	The Detailed Implementation Plan and Deployment Checklist must be completed, as specified, within 105 business days of contract execution. Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to complete the Detailed Implementation Plan and Deployment Checklist, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
12	Develop Final Training Materials, which consist of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train CCOC administrators and users of the new system. Develop a Knowledge Transfer Plan that includes information on how CCOC administrators will make future configurations and modifications to System.	Knowledge Transfer Plan must be completed, as specified, within 105 business days of contract execution. Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted to the CCOC Project	Failure to complete the Final Training Materials and the Knowledge Transfer Plan, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
13	 Deliver a working system in a Production environment, as well as Final System and User Documentation required for the operation of the overall solution, which must include system details and user documentation. Supporting documents to the System and User Documentation to be provided by the Contractor shall include: System Administration Manual User Manual Interface Control Document 	Delivery of a working system in the Production environment and completion of the Final System and User Documentation, to the CCOC's satisfaction, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 140 business days of contract execution. Following acceptance of the working system, Contractor must deploy the working system within 5 business days of a request by the CCOC to make the system live.	Failure to deliver a working system in the Production environment and provide the Final System and User Documentation, as specified, within 140 business days of contract execution and subsequently deploy the working system within 5 business days of a request by the CCOC, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

No.	Deliverable	Performance Measures	Financial Consequences
		Evidence of a working system in the Production Environment, the completion of the Final System and User Documentation, including the System Administration Manual, User Manual, Interface Control Document, deployment of a working system, and any other required documentation, which must be submitted to the CCOC Project Manager and approved by the CCOC.	
14	Conduct Knowledge Transfer based on training materials and Knowledge Transfer Plan.	Completion of conducting the Knowledge Transfer based on training materials and Knowledge Transfer Plan, as specified, within 140 business days of contract execution. Evidence of the completion of the Knowledge Transfer, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to completely conduct the Knowledge Transfer, as specified, within 140 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
15	Develop a Transition Plan, which identifies the approach and milestones necessary to transfer operation of the system from the Contractor to the CCOC.	Submittal of the Transition Plan, as specified, within 15 business days of acceptance of Deliverable 13. The Transition Plan, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Transition Plan within 15 business days of acceptance of Deliverable 13, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
16	Develop a Transition Completion Report which identifies the completed milestones of the transition plan.		Failure to submit the Transition Completion Report within 10 business days of acceptance of Deliverable 15, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
17	 Submit a Project Closure Report, which includes details of the activities needed to close out all Project activities, tasks, and reports. Components of the Project Closure Report that shall be provided by the Contractor include: Project Lessons Learned Report Project Release Document (Signed) Post Implementation Review Report Post Implementation Evaluation Report 	Submission of the Project Closure Report, as specified within 5 business days of acceptance of Deliverable 16. The Project Closure Report must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Project Closure Report supported with required documentation within 5 business days of acceptance of Deliverable 16, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

No.	Deliverable	Performance Measures	Financial Consequences
	Change Log (Closed Out)Contract(s) Closure		

a. Financial Consequences

The Corporation will assess financial consequences for deliverable failures solely within the Contractor's control. The Corporation, at its discretion, may work with the Contractor to establish a "cure" period, allowing Contractor an opportunity to make corrections prior to the Corporation assessing financial consequences.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under this Contract shall meet the standards set forth above, and explicitly agrees to the Corporation's assessment of financial consequences if deliverable(s) is not met timely, is unacceptable, and/or not corrected within an established "cure" period. The Corporation's assessment of financial consequences on deliverable payment(s) shall not affect the Contractor's obligation to continue to provide services as required by this Contract.

The Contract Manager will provide written notice to the Contractor's Representative of financial consequences if assessed accompanied by detail sufficient for justification of the assessment.

b. Default

Failure to adhere to Contract terms and conditions may be handled in accordance with Section 287.1351, F.S. The Corporation may take any other actions deemed necessary and appropriate to make the State whole in the event of default.

L. Monitoring and Evaluation Methodologies

1. Methodologies

The Corporation may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under this Contract and in determining compliance with the Contract terms and conditions:

- a. Tracking timeliness in meeting obligations under this Contract, with exception of mutually agreed upon extensions and/or changes to schedules documented in writing;
- b. Quality assessments of Contractor, staff, and/or subcontractors' performance of services under this Contract, to include:
 - i. Specific Deliverables as outlined in Table I
 - ii. Organization and Overall Management of the Project
 - iii. Communications:
 - 1. Contractor Engagement
 - 2. Routine, frequent, professional, and collaborative communication, with Corporation's Project Manager and Contract Manager

- 3. Establishing and maintaining professional, positive, and collaborative working relationships with Corporation staff, Clerks and staff, stakeholders, other agencies and entities, and others
- 4. Professional, positive, and productive interactions with all members of meetings, workgroups, workshops, and other activities during the performance of service related to this Contract
- 5. Weekly project status reports which are professionally written, thorough, and provide appropriate information
- 6. All reports, documentation, and project materials are professionally written, thorough, and organized
- 7. Presentations, oral and written components, are organized, professional, and quality
- c. Reviews of all records and documentation for quality and accuracy related to service under this Contract
- d. Surveys and/or interviews with Corporation staff to include Clerks and their staff
- e. Survey and/or interviews with partner agencies and entities engaged in this project
- f. Survey and/or interviews with other stakeholders
- g. Unsolicited feedback both positive and negative
- h. Audits
- 2. <u>Monitoring Tool</u>

The Corporation will develop and administer a Contract Monitoring tool in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Contractor's performance.

3. Monitoring Reports and Corrective Action

The Contract Manager will provide a written monitoring report to the Contractor within one (1) week or the timeframe prescribed in **Table 1: Deliverables**, of deficiencies, areas of non-compliance and/or breaches of Contract identified by the Corporation's Contract Manager, with input from the Corporation's Contract Administrator/Project Manager, which will describe in sufficient detail with supporting documentation when it exists. The Corporation, at its discretion, may afford the Contractor a feasible "cure" period, with the timeframe specified in the written notification, beginning upon providing Contractor written notification to make corrections without penalty.

The Corporation, at its discretion, may work with the Contractor to adjust deliverable dates for impacted deliverables and/or waive financial consequences accordingly.

IV. CONTRACTOR COMPENSATION:

A. Payment

The Corporation will compensate the Contractor for the project deliverables provided as delineated below in **TABLE 2: DELIVERABLE COST SCHEDULE.** The Contractor may only invoice the Corporation upon the performance of services associated with project tasks and activities making up the Contract's deliverables, and Corporation's acceptance of each deliverable.

Contractor will submit invoices to receive payment for services directly to Corporation's Contract Manager along with documentation detailing services performed as part of the Contract's deliverable which support the invoice for payment. By making submissions, Contractor certifies their correctness and attests to complying with the Contract's requirements. All invoices, supporting documentation, and payments shall be subject to audit by the Corporation or its designee and/or State or its designee.

The Corporation will consider the invoice ready for payment once received, reviewed, and approved by the Contract Manager.

Deliverable Description	Deliverable Cost
1: Project Kick-Off Meeting	\$10,000.00
2: Project Plan	\$25,000.00
3: System Design Documentation & Florida Courts Technology Standards Compliance Report	\$125,000.00
4: Requirements Traceability Matrix	\$25,000.00
5: Solution Prototype	\$295,000.00
6: Master Test Plan	\$25,000.00
7: Automated System Testing and Results	\$45,000.00
8: User Acceptance Testing	\$45,000.00
9: Data Conversion and Migration Plans	\$25,000.00
10: Data Conversion and Migration	\$280,000.00
11: Implementation Plan and Deployment Checklist	\$25,000.00
12: Training Materials and Knowledge Transfer Plan	\$45,000.00
13: Working System and Supporting Documentation	\$280,000.00
14: Knowledge Transfer	\$25,000.00
15: Transition Plan	\$25,000.00
16: Transition Completion Report	\$25,000.00
17: Project Closure	\$25,000.00
Total Deliverable Costs	\$ 1,350,000.00

TABLE 2: DELIVERABLE COST SCHEDULE

B. MyFloridaMarketPlace

1. MyFloridaMarketPlace (MFMP)

Each contractor doing business with the State of Florida, as defined in Section 287.012, F.S., shall maintain an active registration in the MFMP Contractor Information Portal (VIP) unless exempted under Rule 60A-1.033, F.A.C. For assistance with registration, Contractors may contact the MFMP Customer Service Desk at ContractorHelp@myfloridamarketplace.com or (866) 352-3776.

2. Contractor Substitute W-9

The Florida Department of Financial Services requires all Contractors electronically complete a Substitute Form W-9 at: https://flContractor.myfloridacfo.com/casappsp/cw9hsign.htm.

A list of frequently asked questions and related answers regarding this requirement can be found at: <u>https://flContractor.myfloridacfo.com/W-9%20faqs.pdf.</u>

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C. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Corporation should be aware of the following timeframes:

- 1. Upon completion of a Deliverable, the Corporation has five (5) Business Days to inspect and either accept or reject deliverable. Upon acceptance of the Deliverable, Contractor shall submit an invoice corresponding to the Deliverable Costs Schedule along with detailed supporting documentation, unless this Contract specifies otherwise. Upon receipt of the invoice and supporting documentation, Corporation will inspect for accuracy and completion, and will remit payment within 30 days for valid invoices.
- 2. If a payment is not available within 40 Days, a separate interest penalty, as specified in Section 215.422, F.S., will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than \$1 will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors may result in delay of payment. The invoice payment timeframes do not start until the Corporation receives a properly completed invoice.

D. Final Invoice

The Contractor shall submit the final invoice for payment to the Corporation no more than 30 Days after acceptance of the final deliverable by the Corporation or the end date of this Contract, whichever occurs later. If the Contractor fails to do so, all right to payment is forfeited, and the Corporation will not honor any request submitted after aforesaid time period. Any payment due under the terms of this Contract may be withheld until all applicable Deliverables and invoices have been accepted and approved by the Corporation.

E. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Cloud Navigator, Inc. 2551 Welaunee Boulevard Tallahassee, Florida 32308

F. Travel Expenses

Contractor shall be responsible for any and all travel expenses Contractor and/or its sub-contractors incur in order to fulfill the terms of the Contract.

G. Annual Appropriation

The State of Florida's and the Corporation's performance of this Contract and duty to render payment are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Corporation agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Contractor Ombudsman

A Contractor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Contractor Ombudsman may be contacted by calling the Florida Department of Financial Services at (850) 413-5516.

V. CONTRACT MANAGEMENT:

A. Contract Manager

The Contract Manager for this Contract is:

John Dew, Executive Director Florida Clerks of Court Operations Corporation 2560-102 Barrington Circle Tallahassee, FL 32308 (850) 386-2223 Email: jdew@flccoc.org

The Contract Manager will perform the following functions:

- 1. Maintain a Contract Management file;
- 2. Serve as the liaison between the Corporation and the Contractor;
- 4. Enforce performance of the Contract terms and conditions;
- 5. Verify receipt of Deliverables from the Contractor;
- 6. Monitor and evaluate the Contractor's performance to ensure services conform to the Contract requirements;
- 7. Request all amendments, renewals, and terminations of this Contract, and implement management of the Contract change;
- 8. Review, verify, and approve invoices from the Contractor;
- 9. Monitor the Contract budget to ensure funds are available through the Contract term;
- 10. Exercise applicable remedies, as appropriate, when the Contractor's performance is deficient; and
- 11. Evaluate the Contractor's performance upon completion of this Contract. This evaluation will be placed in the Contract Management file and will be considered if this Contract is subsequently used as a reference in future procurements.

B. Corporation's Contract Administrator

The Contract Administrator for this Contract is:

C. Nicole Taylor Florida Clerks of Court Operations Corporation 2560-102 Barrington Circle Tallahassee, FL 32308 (850) 386-2223 Email: <u>ntaylor@flccoc.org</u>

The Contract Administrator will perform the following functions:

- 1. Maintain the official Contract Administration file;
- 2. Write and maintain this Contract and all amendments;
- 3. Assist the Contract Manager in evaluating the Contractor's performance; and
- 4. Maintain records of all formal contract correspondence between the Corporation and the Contractor as provided by the Contract Manager for filing in the Contract Administration file.

C. Contractor's Representatives

The name, title, address, and telephone number of the Contractor's Representatives responsible for administration and performance under this Contract are:

Mark Alexander Cloud Navigator 2551 Welaunee Boulevard Tallahassee, Florida 32308 (850) 684-8150 Email: mark.alexander@cloudnay.com

D. Contract Management Changes

Upon execution of this Contract, changes to Section V. Contract Management, shall be accomplished by written notification to the other party with a copy of the written notification maintained in the official Contract file.

VI. CONTRACT MODIFICATION

A. No Oral Modifications

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Corporation employee. Only those communications that are in writing from the Corporation's staff identified in Section III., C. shall be considered a duly authorized expression on behalf of the Corporation. Only signed written communications from the Contractor's Representative will be recognized by the Corporation as duly authorized expressions on behalf of the Contractor. Unless otherwise stated herein, modifications to the provisions of this Contract shall be valid only through execution of a written Contract amendment, signed by both parties.

B. Scope Changes After Contract Execution

During the term of this Contract, the Corporation may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The Contractor may request an equitable adjustment in the Contract prices or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Corporation, which shall not be unreasonably withheld. The Corporation shall provide written notice to the Contractor's ability to provide the service as specified herein.

VII. TERMINATION

A. Termination at Will

This Contract may be terminated by either party upon no less than 180 Days' written notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Lack of Funding

If funds required to finance this Contract become unavailable, the Corporation may terminate this Contract upon no less than 24 hours written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Corporation shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Corporation may, by written notice to the Contractor, terminate this Contract upon 24 hours written notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Corporation may employ the default provisions in Chapter 60A-1,

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F.A.C. The provisions herein do not limit the Corporation's right to remedies at law or in equity.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

E. Contract Termination Requirements

If at any time, this Contract is canceled, terminated, or otherwise expires, and a contract is subsequently executed with a different contractor or service delivery is resumed by the Corporation, the Contractor has the affirmative obligation to assist in the smooth transition of services to the subsequent service provider. This includes, but is not limited to, the timely provision of all Contract-related documents and information, not otherwise protected from disclosure by law to the replacing party. If transitioning to a new contractor, the Corporation may reduce locations or services provided as the Contract end date approaches. Any such reduction shall be implemented and at the discretion of the Corporation in its determination of the best manner to transition services.

VIII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to (a) keep and maintain public records required by the Corporation in order to perform the service; (b) upon request from the Corporation's custodian of public records, provide the Corporation 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 this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if the Contractor does not transfer the records to the Corporation; and (d) upon completion of this Contract, transfer, at no cost, to the Corporation all public records in possession of the Contractor or keep and maintain public records required by the Corporation to perform the service. If the Contractor transfers all public records to the Corporation upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Corporation, upon request from the Corporation's custodian of public records, in a format that is compatible with the information technology systems of the Corporation. Pursuant to §287.058(1)(c), F.S., the Corporation is allowed to unilaterally cancel this Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this

Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution or §119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

FLORIDA CLERKS OF COURT OPERATIONS CORPORATION ATTN: CONTRACT MANAGER JOHN DEW, EXECUTIVE DIRECTOR 2560 BARRINGTON CIRCLE, SUITE 2 TALLAHASSEE, FLORIDA 32308 TELEPHONE: (850) 386-2223 EMAIL: JDEW@FLCCOC.ORG

- 2. Audit Requirements
 - a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Auditing Standards (GAAS).
 - b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
 - c. The Contractor, and any subcontractor its employees to perform services relating to this Contract, shall fully cooperate with the Auditor General, Corporation, any Corporation designee, and/or any other entity with legal authority to investigate, audit, inspect, or review any and all information relevant to the performance of this Contract.
- 3. <u>Record Retention</u>

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years following termination of this Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Corporation and the terms of this Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Corporation upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on Section V., C., Contractor's Representative, or the address listed in Section IV., F., Official Payee. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Corporation's Contract Manager for review. All documents must be retained by the Contractor for a period of seven (7) years following termination of this Contract, or, if an audit has been initiated and

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audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Corporation to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Contractor shall advise the Corporation of the location of all records pertaining to this Contract and shall notify the Corporation by certified mail within 10 Days of the records being moved to a new location.

B. State Objectives

1. Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these 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. The State is dedicated to fostering the continued development and economic growth of small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Contractors doing business with the State is central to this effort. To this end, it is vital that small, minority-owned, womenowned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both contractors and subcontractors in this Contract. Small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises are strongly encouraged to contribute to this Contract. The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises to the Contract Manager. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://www.dms.mvflorida.com/agency administration/office of supplier diversi ty_osd.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, subcontractors, contractors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code, and Federal Employer Identification Number of each minority or service-disabled veteran Contractor utilized during the period, commodities and services provided by the minority or service-disabled veteran business enterprise, and the amount paid to each minority or service-disabled

veteran Contractor on behalf of each purchasing agency ordering under the terms of this Contract.

2. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. 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 Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, F.S., relating to the procurement of materials with recycled content.

3. Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The Contractor agrees that any purchases required under this Contract shall be made from PRIDE if of comparable price and quality as the items or services sought. The Contractor shall be deemed as substituted for the Corporation in dealing with PRIDE for the purposes of this Contract. This clause is not applicable to subcontractors unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at https://www.pride-enterprises.org.

4. Products Available from the Blind or Other Handicapped (RESPECT)

The Corporation supports and encourages the gainful employment of citizens with disabilities. The Contractor agrees that purchases required under this Contract shall be made from a nonprofit agency for the blind or for the severely handicapped qualified pursuant to Chapter 413, F.S., in the same manner, and under the same procedures set forth in Sections 413.036(1) and (2), F.S. The Contractor shall be deemed as substituted for the Corporation for the purposes of this Contract. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Sponsorship

If the Contractor sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Cloud Navigator and the Florida Clerks of Court Operations Corporation." If the sponsorship reference is in written material, the words "Florida Clerks of Court Operations Corporations Corpor

D. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

E. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Contracts.

F. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Corporation, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 U.S.C. §1983, the Civil Rights Act.

G. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. This shall include, but is not limited to, worker's compensation, general liability coverage, and property damage coverage. The Corporation must be an additional named insured on the Contractor's insurance related to this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Corporation under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Corporation reserves the right to require additional insurance where appropriate. If the Contractor is a State agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the Corporation, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

H. Independent Contractor Status

The Contractor is an independent contractor in the performance of its duties and responsibilities under this Contract. The Corporation shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

I. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced

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to writing and delivered to the Corporation's General Counsel. The Corporation's General Counsel shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager.

J. Copyrights, Right to Data, Patents, and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Corporation has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Corporation to do so. If the materials that are so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Corporation shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data solely developed, derived, documented, or furnished by the Contractor under this Contract. All non-proprietary and assignable computer programs and other documentation produced as part of this Contract shall become the exclusive property of the Florida Department of State and may not be copied or removed by any employee of the Contractor without express written permission of the Corporation.

The Contractor, without exception, shall indemnify and save harmless the Corporation and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Corporation's alteration of the article. The Corporation will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Corporation the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Corporation agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

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K. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Contract Manager, enter into a written subcontract(s) for the performance of certain functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall make payments to subcontractors.

L. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without the Contract Manager's prior written approval. The Corporation shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

M. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

For each day deliverables are delayed due to the above-described interruptions, Corporation shall waive financial consequences accordingly.

N. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

O. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

P. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the Corporation for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Corporation shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Corporation

Q. Florida Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Corporation, shall be on file and in good standing with the Florida Department of State or provide certification of their exemption thereof. By signing this Contract, Contractor certifies that it is in compliance.

R. Scrutinized Companies Contractor Certification

The Contractor, by entering Contract, certifies:

They are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel.

If this Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S.

Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Corporation may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of this Contract.

S. Governing Law and Venue

This Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

T. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any party not a signatory hereto.

U. Health Insurance Portability and Accountability Act

The Contractor, by entering Contract, certifies:

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all applicable regulations promulgated thereunder.

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V. Reservation of Rights

The Corporation reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract, to include those proposed services outlined in the Contractor's response (Appendix I). The absence of the Corporation setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Corporation reserves the right to make any and all determinations exclusively, either directly or indirectly, which it deems are necessary to protect the best interests of the State of Florida and the general public, specifically as it relates to guardianship cases and the health, safety, welfare, and overall general wellbeing of wards serviced by professional guardians.

W. Cooperation with Inspector General, Auditor General, Corporation, or Other Entity

In accordance with Section 20.055(5), F.S., the Contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

Additionally, the Contractor and its subcontractors, shall cooperate with the Auditor General, Corporation, Corporation's designee, and/or any other entity with legal authority to investigate, audit, inspect, or review any information relevant to the performance of this Contract.

X. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7), F. S., the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

[THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK]

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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

This Contract, any attachments or exhibits, contains all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the documents shall have priority in the order listed.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

FLORIDA CLERKS OF COURT OPERATIONS CORPORATION (CCOC)

SIGNED:	<u> </u>	
NAME:		
TITLE:		
DATE:	<u> </u>	

CLOUD NAVIGATOR, INC.

SIGNED:	_
NAME:	
TITLE:	
DATE:	

Statewide Guardianship Database

For the Florida Clerks of the Court Operations Corporation



2551 Welaunee Blvd Tallahassee FL, 32308

Cloud Navigator RFP Response

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4.2.1 Forms/Certifications/References

ATTACHMENT B – VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposing Vendor Name: Cloud Navigator, Inc.	
Vendor FEIN:59-3030550 Vendor's Authorized Representative Name and Title:	ark Alexander, CEO
Address: _2551 Welaunee Blvd.	
	Zip:32308
Phone Number: <u>850.684.8150</u>	_
Email Address:Mark.Alexander@Cloudnav.com	

Section 287.135, Florida Statutes, establishes prohibitions restricting agencies from contracting with scrutinized companies as defined therein. This includes, but is not limited to, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Proposing Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in any activities which are prohibited by the aforementioned Florida Statutes. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: behalf of the above referenced company.	, who is authorized to sign on
Authorized Signature Print Name and Title:	Mark Alexander, CEO

4.2.2 Technical Proposal

Cloud Navigator Contact Information

Corporate Information	
Company Name	Cloud Navigator
Address	2551 Welaunee Blvd., Tallahassee, FL 32308
Primary Contact	Mark Alexander
Phone	850-684-8150
Federal Employee Identification Number	59-3030550
E-Verify Number	457422
Web Address	www.cloudnav.com

Name	Title	Phone	Email
Mark Alexander	CEO	850-684-8150	Mark.Alexander@cloudnav.com
Kristal Middlebrook	COO	850-601-2764	Kristal.Middlebrook@cloudnav.com
Thom Michael	Director of Business Development	850-512-1474	Thom.Michael@cloudnav.com
Jason Shiver	Project Manager	850-544-3803	Jason.Shiver@cloudnav.com

4.2.2.1 Executive Summary

Florida Clerks of the Court Operations Corporation Stakeholders (CCOC):

This proposal and associated price offering will remain firm for a period of no less than one hundred eighty days (180) from the date of proposal opening, or until a binding contract has been executed.

Cloud Navigator, Inc. has been in business since 1991 and has been focused on providing quality solutions since inception. We are pleased to present this proposal and offer to complete the Statewide Guardianship Database project. Our tailored approach aligns directly to the requirements as described in the RFP. By tailored, we mean that we have merged your 3-phase approach with key aspects of our own methodology, to ensure success and that all requirements are met.

Cloud Navigator employees are dedicated to implementing quality solutions. Our proposed team for this project includes individuals that are highly experienced and capable of successfully delivering projects of all sizes and configurations. Our consultants are well versed in using the proper tools to create consistent results. Our Project Manager has managed many IT projects of this size and complexity as well.

We have delivered, and are in the process of delivering, successful solutions to the State of Florida for the Executive Office of the Governor, the Agency of Healthcare Administration (AHCA), Ovarylt, the Florida Forest Service (FFS), the Department of Children and Families (DCF), and others. These projects are highlighted below in Section 4.2.2.2 Qualifications and Experience. These solutions represent similar deliverables-based efforts for web, database and mobile implementations, which align closely with your integration and information requirements.

In more recent years, we have also successfully completed a wide variety of projects, for a variety of organizations, including the Colorado Community College System, the City of Covington Kentucky, the City of Santa Maria California, the Florida Department of Management Services, Red Lobster, MicroPact and the Florida Department of Education. These projects have taught our team members what to expect during a project like the one proposed here, but more importantly: *we cannot expect to know everything that we will encounter during the project upfront.* We realize that every project has its unique facets, and our approach and attitude are what ensure that we are successful time after time.

Cloud Navigator specializes in implementing Microsoft technologies for businesses that need to keep IT systems modernized and operating effectively. This includes on-premise systems, cloud systems and hybrid systems of all different sizes and complexities. Cloud Navigator's Gold level credentials reflect success in delivering Microsoft

solutions so much so that Microsoft has recognized Cloud Navigator as a valuable partner since 1991.

Microsoft Partner

Gold Cloud Platform Gold Cloud Productivity Gold Enterprise Mobility Management Gold Small and Midmarket Cloud Solutions Gold Application Development

Our success with large complex migration projects is a big reason for our overall success as a Microsoft solution provider. We continuously refine our processes, management strategies, technical approaches, tools, templates, roles and responsibilities, and technology to meet

the rapidly changing demands of our customers. It requires substantial learning, coordination, and dedication.

Key Differentiators

Cloud Navigator's tailored approach includes several key factors that can make us uniquely suited for this project.

- 1. The **project approach** outlined in this proposal is tailored to the delivery of transformative enterprise information technology projects like this one.
- 2. Cloud Navigator considers **customer satisfaction** to be its number one priority. Management is prepared to meet with the CCOC staff at any time, in person or by phone, to discuss risks and issues. Many of our strategies for this project are crafted with endusers and IT staff in mind.
- 3. We are dedicated to **overall project success**. Your stakeholders and staff will have responsibilities, and we will help make sure they are able to play their appropriate roles without undue burden.

Cloud Navigator is committed to providing the best possible value to CCOC. Learn how we can ensure this with respect to your selection criteria:

Meeting the Product & Service Specifications

The Cloud Navigator Team believes that it has a firm understanding of this project, its unique challenges, the desired outcomes, and the best strategy for achieving success. We are committed to meeting the product & service specifications. We have assigned highly experienced employees to this project.

Delivering Quality Products & Service on a Consistent Basis

Cloud Navigator's service delivery teams work according to detailed project plans developed by and actively managed by our Project Managers and Project Coordinators. Most projects involve regular daily touchpoints between project management and service delivery team members. Test plans are developed to be rigorous and complete. We look for all stakeholder parties to agree that testing is complete and successful before moving on to deployment steps. Issues and risks that have the potential for causing dissatisfaction, additional cost, unexpected outcomes, and other problems are escalated to the CEO rapidly. Executing detailed and well-developed test plans and taking responsibility for issues and their resolutions is how we deliver quality products and services on a consistent basis.

Providing On-Time Delivery & Flexibility in meeting the CCOC Requirements

On-time delivery of this project will require significant work outside of the standard 8am to 6pm workday for several members of the Team. A well-understood strategy that is known to have repeatedly resulted in success on projects like this one is important; we have that strategy and a detailed plan based on it—as well as the people that have executed it successfully time after time.

Providing Customer Support

Cloud Navigator realizes the importance of providing valuable user support during and after a project that has broad implications to the computing ecosystem.

Offering Competitive Pricing

Cloud Navigator's pricing is based on competitive hourly rates for enterprise IT outsourcing and consulting services.

Supporting Diversity in Technology

Cloud Navigator is a small but diverse organization. We employ minorities and women. Women occupy key and highly paid positions within the company. Minorities and women make up over 40% of Cloud Navigator's current staff.

Authorized Company Representative

Administrative Contact:	Mark Alexander, CEO
Contact Phone Number:	850.684.8150
Contact Email Address:	Mark.Alexander@CloudNav.com

4.2.2.2 Qualifications and Experience

Cloud Navigator is a Florida-based business located in Tallahassee since 1991. We have extensive experience working with many types of Public Sector entities in the State. This would include most of Florida's 35+ state agencies, as well as many city and county governments over the years. Below is a sample list of organizations we have worked with locally and across the country.

- Florida Agency for Healthcare Administration
- Florida Executive Office of the Governor
- Florida Forest Service
- Florida Department of Children and Families
- Florida Department of Health
- Florida Department of Management Services
- Florida Department of Financial Services
- Ovarylt
- Alabaster, AL Water Board
- City of Alcoa, TN
- City of Birmingham, AL
- City of Covington, KY
- City of Doral, FL
- City of Fairfax, VA
- City of Jacksonville, FL
- City of Miami Beach, FL
- City of New Port Richey
- City of North Miami Beach
- City of Panama City Beach
- City of Phoenix, AZ
- City of Santa Maria, CA
- City of Tallahassee, FL



- City of Yankton, SD
- Eastern Idaho Public Health
- Fairfield Housing Authority, CA
- Florida Association of Counties
- Florida Auditor General
- Florida Department Business and Professional Regulation
- Florida Department of Agriculture and Consumer Services
- Florida Department of Corrections
- Florida Department of Education
- Florida Department of Environmental Protection
- U.S Dept. of Energy
- Florida Department of Health in Broward County
- Florida Office of Attorney General
- Florida Office of State Courts Administrator
- Florida Senate
- Georgia Department of Driver Services
- State of Idaho
- Idaho North Central District Public Health
- Leon County, FL
- Louisville, KY Metro Government

Team Profile

The Cloud Navigator team is comprised of dedicated professionals (Engagement and Project Managers, Sr. Solution Architects, Solution Architects, Business Analysts, and Quality Assurance Managers) that have decades of experience working with customers. Our customers come in many sizes from small organizations to very large ones. Some have straightforward architectures and environments to work within, while others present complications that require deeper levels of understanding and expertise.

We have focused on many different industries during our 30+ years of service, but we have excelled within the Public Sector space. We have worked across all levels of compliance and regulatory requirements comprising many different types of solutions. We always follow our time-tested and proven methodologies to lower risk and ensure success.

The team that we've allocated for the Florida CCOC project is as follows:

Name	Role	Responsibilities
Kristal Middlebrook	Engagement Managar	Querall Engagement Delivery/Quersite
CJIS Level 4 Certified	Engagement Manager	Overall Engagement Delivery/Oversite
Jason Shiver	Project Manager	Project Management and Delivery
Russell DeGrove	Sr. Solutions Architect	Leads overall Solution Design and Implementation
Joshua Reynolds	Sr. Solutions Architect	Leads Azure Architecture Design and Implementation
J.P. Lepez	Sr. Solutions Architect	User interface (UI) and User Experience (UX) design
Shanice Morgan	Solutions Architect	Software Development Implementation
Adam Crandall	Sr. Business Analyst	Use Case Scenarios and Business Processes
Wanda Mitchell	QA Manager	Quality Assurance and Testing

Implementation Team for Statewide Guardianship Database

The following pages showcase the implementation team's expertise and experience across their respective careers. Note that our Engagement Manager holds a CJIS Level 4 certification. Cloud Navigator is committed to delivering an exceptional solution to the Florida CCOC.

Kristal Middlebrook - Chief Operating Officer | Engagement Manager

Highly effective Business Operations Executive with three plus years' experience as Chief Operating Officer and 36 years in Management overall. Experienced Sr. Project Management with 36 years of leading projects using independent company and PMI standards. Effective leadership skills and ITIL trained project manager with accountability and responsibility for mission critical, large-scale, high availability development projects.

Name	Kristal Middl	ebrook		
Degree / Institution Name Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Experience in Management and Leadership Supervised staff	36	2022	Cloud Navigator, ISC, YAHOO, FDLE	Extensive
Experience in managing very large, medium to small projects	36	2022	Web and application dev projects, Office 365 Migrations projects, AD Consolidation Projects, Dynamic/Business Central Worked with Multiple Private Sector, State and Education Organizations	Extensive
Experience working in and with State Agencies	23	2022	Florida State Agencies, Alabama State Agencies, Education and employed at FLDE for seven years	Extensive
Experience with MS Technologies to include, Azure, Active Directory Connect, Exchange/Hybrid Servers, Migration Tools, EMS+S, Intune, Third Party Migration tools, Dynamics, Business Central	11	2022	Cloud Navigator – Managed or oversaw all projects sold by Cloud Navigator and ISC	Extensive
Additional Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Project Management	29	2022	ISC, YAHOO, FDLE, Sysco	Extensive
Proficiency with Microsoft Outlook, Excel, Project, PowerPoint, Visio, and Word, Microsoft Office 365, SharePoint, Teams	23	2022	Cloud Navigator, ISC, YAHOO, FDLE	Extensive

Jason Shiver – Project manager

Technology professional with 20+ years' experience building relationships and delivering solutions for the public and private sector. Adept at building cohesion and communication across all levels of staff, management, vendors, and clients. Proven track record of consistently achieving organizational goals by implementing robust IT solutions that incorporate a wide range of applications and technologies.

Name	Name			
Degree / Institution Name	Management Information Systems (BS), Business Administration (Masters) / Florida State University			
	Years of	Year Last		
Knowledge, Skills, and Abilities Technical project management (managing and leading software development projects)	Experience 10	Used 2022	Company and Project Cloud Navigator (multiple projects), FL Dept. of Financial Services (PALM Project), FL Dept. of Transportation (multiple projects)	Skill level Extensive
.NET software development (C#, VB.Net)	8	2022	Cloud Navigator (3M Project), FL Dept. of Transportation (multiple projects)	Advanced
Web design and development (JavaScript, jQuery, AJAX, Angular, KnockoutJS, ASP.Net, MVC, web api's, JSON, responsive design)	17	2022	Cloud Navigator (3M Project), FL Dept. of Transportation (multiple projects)	Advanced
Agile Software Development Frameworks (Scrum, Kanban)	8	2022	Cloud Navigator (Family Mobile App), FL Dept of Transportation (multiple projects)	Extensive
Database design and development (SQL Server, Oracle, DB2)	20	2022	Cloud Navigator (3M Project), FL Dept. of Financial Services (PALM Project)	Extensive
Cloud computing and cloud service providers (Microsoft Azure, Oracle Cloud Infrastructure)	6	2022	Cloud Navigator (3M Project), FL Dept of Financial Service (PALM Project), FL Dept of Transportation (multiple projects)	Advanced
Experience working in and with State Agencies	20+	2022	Experience with all State of Florida Agencies through work as Technical Architect on Florida PALM Project. Extensive experience with FL Dept. of Transportation and FL Dept. of Financial Services.	Extensive
Proficiency with Microsoft Outlook, Excel, Project, PowerPoint, Visio, and Word, Teams, SharePoint	20+	2022	Cloud Navigator (all projects), FL Dept of Financial Service (PALM Project), FL Dept of Transportation (all projects)	Extensive

Russell DeGrove - Senior Solutions Architect

Mr. DeGrove has been a full-time employee at Cloud Navigator for 19 years and has developed web applications for 23 years. He has a deep understanding of web technologies and security concerns and always seeks to utilize best practices for site security. He is a seasoned developer with over 20 years' experience, having led development teams working across a broad range of products and technologies. He has a proven track record for defining business processes with customer stakeholders, translating those processes into software, and incorporating internal controls and features as appropriate.

Name	Name			
Degree / Institution Name				
Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Net development from 1.0 through today including all versions of .Net Visual Studio, C#, VB.Net, Visual C++	20	2022	Multiple Cloud Navigator projects.	Extensive
Website design and development experience using HTML 5, JavaScript, and jQuery, AJAX, ASP.Net, MVC, and single page apps	24	2022	Homes.com and multiple Cloud Navigator projects.	Extensive
Experiencing designing and building web services, including WCF REST and SOAP services, and in building AJAX clients to consume such services.	19	2022	Multiple Cloud Navigator projects.	Extensive
Internet security issues, OWASP best practices, and authentication/federation frameworks	17	2022	Ovaryit.com and multiple Cloud Navigator projects.	Extensive
Database development and design including all major databases.	24	2022	Homes.com and Multiple Cloud Navigator projects.	Extensive
ADO.Net and Entity Framework	19	2021	FL Dept of Agriculture Division of Forestry and multiple Cloud Navigator projects.	Extensive
Microsoft Dynamics integration including web part and plugin development.	10	2022	FL Department of Business and Professional Regulation and multiple Cloud Navigator projects.	Extensive
Windows PowerShell	12	2021	Cloud Navigator	Extensive
Geographic Information Systems (GIS)	18	2022	Cloud Navigator, Recent experience with ArcGIS map REST services. 2006-2014 Implemented data connectors and map rendering for EasyTerritory.	Extensive

Joshua Reynolds – Senior Solutions Architect

Josh oversees and operates important and complex systems that process financial transactions and track HIPAAprotected data. Mr. Reynolds is experienced with the configuration of sophisticated systems architectures to support enterprise solutions, spanning Windows Azure, on-premise systems, and external provider interfaces.

Name	Name			
Degree / Institution Name		Florida State University, Bachelor of Science in Ma Information Systems		
	Years of	Year Last		
Knowledge, Skills, and Abilities	Experience	Used	Company and Project	Skill level
Implement, monitor, and maintain	16	2022	KPMG, HIE, Canopy Software, FL	Extensive
Microsoft Azure solutions, including			Agency for Health Care	
major services related to compute,			Administration, and multiple	
storage, network, and security.			other Cloud Navigator projects.	
Enterprise Solution Architecture	16	2022	FL Agency for Health Care Administration and multiple other Cloud Navigator projects.	Extensive
Use Case Driven Development	16	2021	Multiple Cloud Navigator projects.	Extensive
Agile Development	22		Multiple Cloud Navigator projects.	Extensive
.NET Software Development	22	2022	FL Agency for Health Care Administration, and multiple other Cloud Navigator projects.	Extensive
C#, ASP.Net	22	2022	FL Agency for Health Care Administration, and multiple other Cloud Navigator projects.	Extensive
Database Design		2022	FL Agency for Health Care Administration, and multiple other Cloud Navigator projects.	Extensive
Planning and Scheduling	22	2022	KPMG, FL Agency for Health Care Administration, and multiple other Cloud Navigator projects.	Extensive

J.P. Lepez – Sr. Solutions Architect

WordPress developer and Web/UI designer with over 11 years of experience. Prolific in CSS and design related technologies to create beautiful and responsive sites and web products. Can also create custom themes and plugins as well as administer site hosting. Have created and hosted over 100 client sites in various vertical markets ranging from technology to construction to non-profits.

Name	Mr. J.P. Lepez			
Degree / Institution Name	Bachelor of Science in Information Studies/Florida State University			
Knowledge, Skills, and Abilities	Years of Year Last Experience Used Company and Project		Skill level	
Developing and maintaining WordPress websites.	11	2022	Capital Data Studio - Various projects/customers.	Extensive
Working with clients to understand their needs and goals, developing a plan for the project, and then implementing that plan.	11	2022	Capital Data Studio - Various projects/customers.	Extensive
Ongoing hosting and maintenance of sites, including updates to plugins and themes, as well as troubleshooting any issues that arise.	11	2022	Capital Data Studio - Various projects/customers.	Extensive
 Designing and implementing the user interface for a product Creating wireframes, mockups, prototypes, and final production code Conducting usability testing on prototypes 	8	2022	Capital Data Studio - Various projects/customers.	Extensive
Additional Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
PHP/CSS/HTML/JS and various web related programming technologies.	11	2022	Capital Data Studio - Various projects/customers.	Extensive

Shanice Morgan - Solution Architect

Highly motivated and progress-focused Solution Architect with a track record of initiative and dependability. Contributed innovation, problem-solving, and programming toward team efforts and business improvements.

Name	Shanice Morgan			
Degree / Institution Name	B.S. Information Technology/ Florida A&M University			
Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Web development and design, UX/UI	5	2022	DOS, Cloud Navigator	Extensive
PHP, HTML, CSS, Sass, Bootstrap, JavaScript, jQuery, SQL, MySQLi	5	2022	DOS, Cloud Navigator	Extensive
Responsive design	5	2022	DOS, Cloud Navigator	Extensive
Front-End and Back-End Development	5	2022	DOS, Cloud Navigator	Extensive
Additional Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Experience with Adobe products: Photoshop and Dreamweaver	5	2022	DOS, Cloud Navigator	Advanced
508 and WCAG Accessibility standards	5	2022	DOS, Cloud Navigator	Advanced
Content Management Systems: WordPress and Omeka	4	2022	DOS	Advanced
Agile Methodology	5	2022	DOS, Cloud Navigator	Extensive

Adam Crandall – Senior Business Analyst

Mr. Crandall has been participating in monitoring, support, and training of IT projects as well as identifying and documenting customer requirements and implementing IT solutions for more than thirteen years. He has been involved in a multitude of cloud on-boarding projects as well as external and internal facing application solutions. Project teams he has been involved with, have ranged from one person to fifty, and projects he has worked on, ranged from two days to four years.

Mr. Crandall excels in teamwork-oriented situations as well as individual specific work. His ability to understand and communicate with customers streamlines the planning and training processes. He is currently working on support and training of various Dynamics implementations including 311 implementations, and Inspector General tracking.

Name	Name			
Degree / Institution Name	A.A. General Education, Palm Beach Community College			
	Years of Year Last			
Knowledge, Skills, and Abilities	Experience	Used	Company and Project	Skill level
Information Technology Project	13	2022	Florida Executive Office of the	Extensive
Management			Governor, Florida Department	
			of Education, and multiple other	
			Cloud Navigator projects.	
Use Case Driven Documentation	10	2021	Florida Agency for Persons with	Extensive
			Disabilities, Aging with Dignity,	
			and multiple other Cloud	
			Navigator projects.	
Dynamics 365 maintenance, support,	8	2022	Florida Executive Office of the	Advanced
training, and customizations.			Governor, Florida Department	
			of Education, Florida Senate,	
			Aging with Dignity, City of	
			Phoenix	
UAT Planning/Testing	13	2022	Florida Agency for Persons with	Extensive
			Disabilities, Aging with Dignity,	
			Florida Executive Office of the	
			Governor, Florida Department	
			of Education.	

Wanda Mitchell – Quality Assurance Manager

High-level intro: Experienced and practical IT professional with over 35 years of experience in managing major technical projects, developing outstanding IT network architecture, and overseeing multi-million-dollar application developments. Has a demonstrated history of delivering large-scale development on-time/on-budget on a divisional level. Proven team-builder and leader committed to identifying and harnessing emerging technologies and resolving complex technical problems to ensure consistently exceptional client satisfaction.

Name	Wanda Mitchell			
Degree / Institution Name	Associates in Science, Tallahassee Community College (working toward)			orking
Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Experience in migrating e-mail boxes into Microsoft 365 Cloud environment	2	2022	Cloud Navigator	Extensive
Experience with technical support issues from serving as first point of contact to supervising a desktop support team.	20	2022	Cloud Navigator, DEP, DOL	Extensive
Experience working in and with State Agencies	35	2019	DOL, DEP	Extensive
Experience with Applications' development project manager and quality on a division level.	25	2019	DEP	Extensive
Experience with Document Management Administrator for supporting Kofax and Oculus software.	21	2019	DEP	Extensive
Experience with Contract Manager for procuring IT hardware, software, and application support.	30	2019	DEP, DOL	Extensive
Additional Knowledge, Skills, and Abilities	Years of Experience	Year Last Used	Company and Project	Skill level
Microsoft 365, Messaging, Email Migration Deployment	2	2022	Cloud Navigator	Extensive
Proficiency with Microsoft Outlook, Excel, Project, PowerPoint, Visio, and Word, Microsoft Office 365, SharePoint, Lync	35	2022	Cloud Navigator, FDEP, DOL	Extensive

Name	Title	Phone	Email
Jaime Bustos	Bureau Chief Florida Center for Health Information & Transparency	850-412-3740	Jaime.Bustos@ahca.myflorida.com

Reference 1 - Florida Agency for Healthcare Administration – Florida Health Finder

The Agency for Healthcare Administration (AHCA) contracted Cloud Navigator to surface existing health provider performance information through the <u>FloridaHealthFinder</u> website. On this website you can find information to help you compare the quality and cost performance of hospitals, ambulatory surgery centers, health plans, nursing homes, and prescription drugs. The website also lists Florida health care facilities; information on health insurance; medical care resources for the uninsured; resources for seniors; and much more.

The main topic areas to view on the Florida Health Finder website include:

- Health Plans: Compare health plans on quality of care, member satisfaction, coverage areas by county, accreditation status, and claims payment performance. You can also compare monthly health plan premium rate options and find additional resources on many health insurance topics.
- Hospitals and Ambulatory Surgery Centers: View performance and outcome data on selected medical conditions and procedures in these types of health care facilities.
- Emergency Room Care: Read educational information about when and how to use an emergency room, what to do in a medical crisis, alternatives to emergency room care and other helpful information.
- Health Care Resources: Find the resources that can help you make the most informed decisions. Resources such as:
 - Doctors and Specialists
 - Important Links & Numbers
 - Protection from Financial Exploitation
 - o Medicare Provider Utilization and Payment Data
- Health Care Education: Educate yourself about what matters leveraging these sources:
 - Consumer Guides
 - o Health Encyclopedia
 - Symptom/Health Navigator

FloridaHealthFinder.gov is Floridians one-stop place to find up-to-date and accurate provider performance information.



Below, users can search across facilities or several other resources to find the best professional healthcare available to them. Making provider performance information publicly available, and readily accessible, is a key element in promoting enhanced patient care and consumer choice.

Florida Health Finder.gov () a service of the Agency for Health Care Administration	Compare - Price Locate				
Facility/Provider Locator					
Click Search by Facility Type / Location to get a list of Florida health care facilities.	Click Search by Proximity to find facilities closest to the street address that you enter within the distance you choose.				
Search by Facility Type/Location	Search by Proximity				
To learn more, sele	ct an option below				
Transparency Resources - Florida Patients Right to Know	>				
💽 Health Care Resources					
Health Care Education	>				
写 Health Care Researcher Data - Order Data/Data Dictionary					
Itealth Information Technology					
AHCA Resources					

Name	Title	Phone	Email
Jaime Bustos	Bureau Chief Florida Center for Health Information & Transparency	850-412-3740	Jaime.Bustos@ahca.myflorida.com

Reference 2 - Florida Agency for Healthcare Administration – MyFloridaRX

The Agency for Healthcare Administration (AHCA) contracted Cloud Navigator to modernize the existing outdated MyFloridaRX.com website. The existing antiquated system was initially launched in 2005 with limited scope, capabilities, and integrations, and does not promote the Agency's current transparency initiatives. The Florida Center for Health Information and Transparency (Florida Center) within the Agency is directed by s. 408.062(1)(h), Florida Statutes, to post online and update monthly pharmacy drug prices for a 30-day supply at a standard dose of the 300 most frequently prescribed medicines from any pharmacy licensed in the state. Though the legislative mandate is directed in the Agency's statutes, the website created for this purpose, MyFloridaRX.com, is primarily maintained by the Attorney General's Office (AGO).



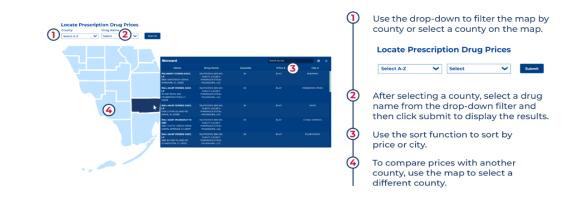
MyFloridaRX

MyFloridaRX Prescription Drug Price Locator combines prescription drug data to shed light on pharmaceutical costs among individuals covered by Medicare, Medicaid, and commercial insurance to ensure a uniform system of price transparency.

The interactive map illustrates the differences in prescription drug costs across Florida's counties to help all Floridians better understand healthcare spending throughout various populations, geographic areas and types of services.

How It Works

With a simple search, you can use MyFloridaRX to find affordable prescriptions in Florida.



Below shows the search results in Leon County for a specific drug. Drug Prices and Locations are returned so the user can make the most informed decision about their purchase.

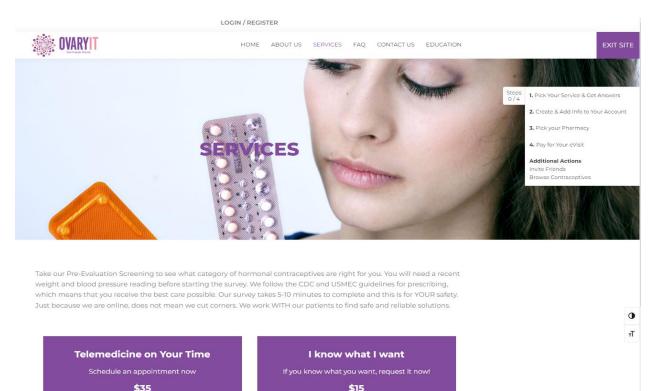
- 0	AMOXICILLIN 250 MG/5 ML	SU! ~ Submit	Reset Form	
Leon		Search	By City	💼 Export 🕶 🗲
Name	Drug Name	Quantity	Price 🗢	City 🖨
PUBLIX PHARMACY #14 3122 MAHAN DR TALLAHASSEE, FL 32308	01 AMOXICILLIN 250 MG/5 ML SUSP; HIKMA PHARMACEUTICALS USA INC.	150	\$7.50	TALLAHASSEE
WAL-MART PHARMACY 4400 WEST TENNESSEE TALLAHASSEE, FL 32304	AMOXICILLIN 250 MG/5 ML ST. SUSP; HIKMA PHARMACEUTICALS USA INC.	150	\$12.82	TALLAHASSEE
WALMART PHARMACY 1 1077 3535 APALACHEE PARKW TALLAHASSEE, FL 32311	SUSP; HIKMA	150	\$12.82	TALLAHASSEE
PUBLIX PHARMACY 1656 5678 CAPITAL CIR NW TALLAHASSEE, FL 32303	5 AMOXICILLIN 250 MG/5 ML SUSP; HIKMA PHARMACEUTICALS USA INC.	150	\$7.50	TALLAHASSEE

Reference 3 - Ovarylt Telehealth Platform for Women

Name	Title	Phone	Email
Mary Kucek	CEO	850-570-7920	MarkKucek@OvaryIt.com

Ovarylt is an affordable and comprehensive women's telehealth platform. Using science and technology, their physicians work with patients to discover their hormonal or non-hormonal contraceptive match and create a personalized plan that fits their needs.

The Ovarylt team brought in physicians, security experts, and legal/compliance to work with the Cloud Navigator analysts and developers to ensure business requirements, HIPAA Compliance, and cybersecurity best practices. Next, the Cloud Navigator team incorporated the well-established USMEC safety guidelines to ensure patient safety. Finally, the Cloud Navigator development team created advanced algorithms and analytics to create a "Physician Assist" function. This feature assists physicians in determining the specific hormonal contraceptive most likely to be well tolerated by the patient. Cloud Navigator continues to build, upgrade, and maintain the Ovarylt Platform with the business.



23

Need Help

Reference 4 - Executive Office of the Governor

Name	Title	Phone	Email
Alan Cash	CIO	850-717-9200	Alan.Cash@eog.myflorida.com

Due to the sensitive nature of the information contained within the solutions implemented for the Executive Office of the Governor, we are not allowed to show images of the applications mentioned below. We encourage you to contact Alan Cash, CIO at EOG, to get an accurate representation for the work we've performed over the past 7+ years.

Beginning in September 2015, Cloud Navigator successfully converted the Florida Executive Office of the Governors (EOG) existing CRM solution from CRM 2011 to Dynamics 365. EOG, with over 60 users and eight separate applications, uses Dynamics for a myriad of purposes including:

- Case and Audit Management for the Chief Inspector General
- Governor's Scheduling
- Governor's Board Appointments
- Invitations and RSVP Management for Hosted Events
- Public Records Requests

These applications utilize the Dynamics platform and integrated web portal forms to streamline, document, manage, and report on these interactions. Cloud Navigator assigned two Dynamics Solution Architects to convert the existing CRM 2011 solution to Dynamics 365. For the case and audit management modules, an existing ASP.Net application was converted. As in many previous projects, extensive data migration was necessary to move legacy data into Dynamics. Work on this project was completed in approximately 18 months. Cloud Navigator continues to work closely with the Executive Office of the Governor to update, enhance, and support these applications.

The next few pages represent projects that are not references, but are previous long-term work and relationships, recent, or are in the process of being implemented. These are additional examples of our work that we wanted to present.

Florida Forest Service - Fire Management Information System (FMIS)

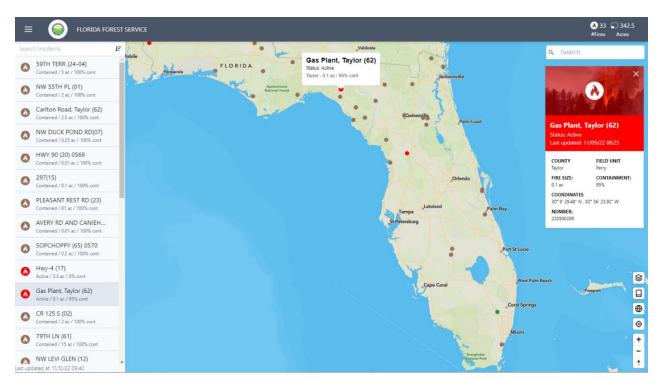
The Florida Forest Service (FFS) consists of more than 1,250 dedicated employees with the mission to protect and manage the forest resources of Florida, ensuring that they are available for future generations.

Wildfire prevention and suppression are key components in FFS efforts to protect homeowners from the threat of damage in a natural, fire-dependent environment. The mission of the Forest Protection Bureau is to provide a level of fire management that reduces threats to life and property, forests, and other related at-risk wildland resources, while promoting natural resource management through prescribed fire processes.

We executed a plan to refactor the application as a multi-tier system using a Service Oriented Architecture (SOA). The desktop app would include only the aspects of the system dealing with user interface, and all processing was moved into ASP.Net web services. Database stored procedures were refactored and improved as well. On the DevOps side, source code control, software builds, bug tracking and release management were revamped and modernized using Visual Studio Team Services.



Below shows the Fire Management Information System (FMIS) Mapping Tool and the current fire management activities in the State of Florida. The public can also see the existing/active wildfires across the state.



Florida Department of Children and Families – Family Mobile App

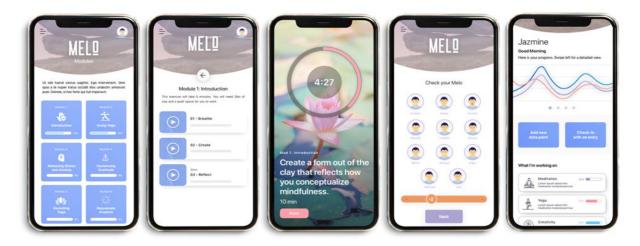
The Florida Department of Children and Families has contracted with Cloud Navigator to provide Florida families with the Family Mobile App.

The Florida Department of Children and Families (DCF) Office of Licensing, and the Florida Department of Education's Division of Early Learning (DEL) have identified a need for a Family Mobile App to fulfill the purpose of providing an easily accessible mobile resource for parents and families that will enable them to locate comprehensive information related to early learning and child-care in Florida. The information housed in the app will provide parents with the resources and tools they need as they make important decisions about where their children may obtain quality child-care services while they work. Serving as the one-stop resource for families to explore the combination of quality, health, and safety indicators for providers, the app will share both Office of Licensing and DEL information. DCF and DEL currently house information on separate agency websites. The separation of information might be confusing to Floridians and families seeking important and timely information. The goal of this project is to design, develop,

and implement a mobile app that organizes and simplifies this information, providing the audience with a shared resource that is easily accessible.

While this project is just now getting started, it is another example of Cloud Navigator's experience, expertise, and its commitment to Florida families in providing essential services and information.

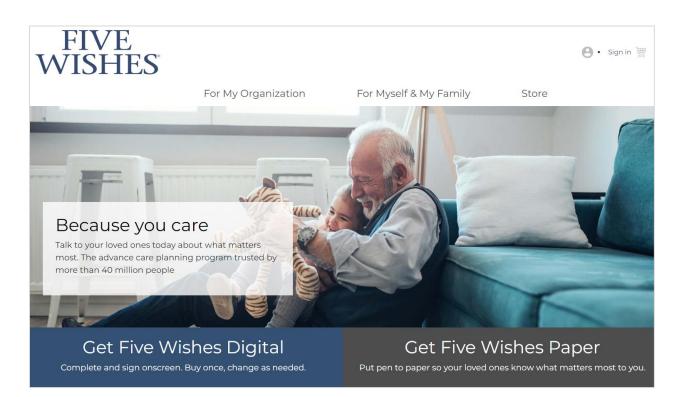
Below are concept images showing one possible approach that may be used as the Family Mobile App is developed.



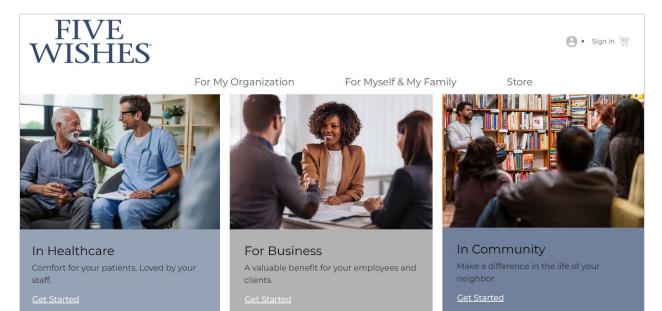
Aging with Dignity/Five Wishes

For nearly 25 years Aging with Dignity has defended the God-given right of the elderly, disabled, and mentally ill to have their human dignity respected and safeguarded, particularly in times of serious illness. With offices in Washington and Tallahassee, the nationally acclaimed non-profit has touched the lives of tens of millions of Americans and influenced public policy at both the state and national level. Its Five Wishes publication is America's most popular advance care planning tool that has helped countless families get the kind of end-of-life care they desire.

Aging with Dignity contracted with Cloud Navigator to provide a fully digital version of the popular Five Wishes advance directive. Cloud Navigator and its partners brought together several disparate applications and modernized them into a single coherent solution that included web, eCommerce and shipping integrations.



Below, users can easily navigate and choose the right tools for their personal and family needs, or provide a benefit to their employees, or make a difference in the life of a neighbor.

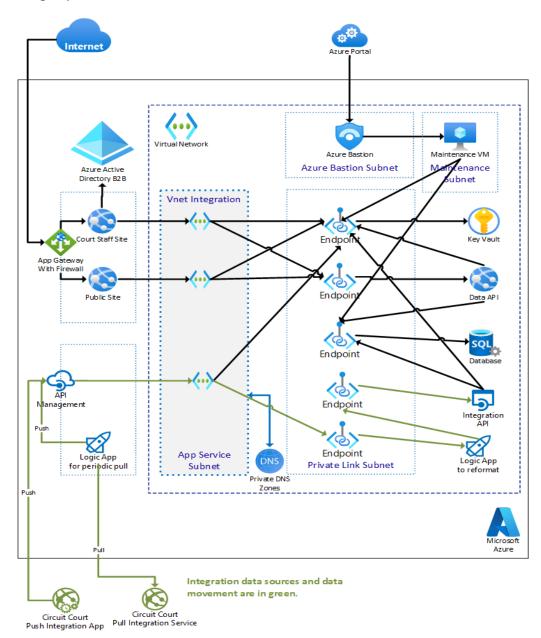




4.2.2.3 Technical Approach

Proposed Solution Description

The image below represents Cloud Navigator's initial architecture for the Statewide Guardianship Database solution. Based on our current knowledge, we feel that the necessary design considerations have been taken into account. The architecture will be adjusted as we solidify the System Design Specification.



The system will be hosted in Azure. Two separate internet-accessible web services will support the separate needs of the public and of the CCOC and judicial staff, as shown in the diagram below. These will be behind an application gateway with a firewall.

An API Management (APIM) instance will be used for integration with other data providers, in particular circuit courts. In the diagram above, "Circuit Court Push Integration App" represents an existing or new application that can push data out from a circuit court data store to ours. "Circuit Court Pull Integration Service" represents a new or existing service we can pull data updates from on a regular basis.

For existing push services, we will structure APIM to accept data in current formats and reformat for the back end. We may not be able to accommodate all file formats but should be able to accept almost any JSON or HTML form submission format. For circuit courts wishing to create a new service, they can follow the format of any existing service, or we can create one additional simple JSON format option.

If there are any existing pull services, we will create one or more logic or function apps to pull data from these and push to APIM. We can create one additional simple pull format, if circuit courts prefer to implement endpoints we pull from.

Note that in the diagram above, the "Circuit Court" components of the integration pathway are not a Cloud Navigator responsibility. Cloud Navigator will provide support for such components as described above.

The web services and APIM will not communicate directly with the database. They will make requests to a data service via Azure virtual network (VNet) peering. The data service has no direct access from the internet. We propose a separate data service for integration under the assumption that the court staff site does not support manually editing guardianship data. The court site will permit CCOC staff to edit user data including roles.

Web service configuration, in particular the location of the data service, will be stored in a key vault that is not publicly accessible. The services will reach it through VNet peering. The data service will similarly retrieve database connection information from the key vault.

Web services will use Azure Managed Identities to authenticate themselves to the key vault and data services. Data services will use Managed Identity to authenticate themselves to the key vault and the database. This way the services do not need to store access credentials.

Data in SQL Azure is encrypted at rest via <u>transparent data encryption</u>. For critical fields- personal identifiers in particular- we offer the option to use the "<u>Always Encrypted</u>" feature. For "Always Encrypted" fields, decryption keys are not present on the server. The calling service must decrypt them. These keys will be stored in the key vault and used by the data service.

Because the database itself cannot decrypt "Always Encrypted" fields, queries against these are limited to exact, case-sensitive matches. Wild card or case-insensitive searches are not possible against such fields.

All sites will require TLS (HTTPS). The public site will not require authentication. The court staff site will authenticate using Active Directory B2B. The UPN of an AD user will be used to look up staff records. If a match is found, the staff role determines the actions they can take. If no staff record is found, the user will receive a 403 (Forbidden) error. The API Management instance will require API keys.

Because the database and key vault have no internet exposure, we will have a virtual machine in Azure- the maintenance VM- so that when it is necessary to perform an action such as adding a column to a database table this can be done from a machine in the Azure network. Azure Bastion provides a secure and seamless way to RDP into the maintenance VM. The maintenance VM will be shut down most of the time and booted on request.

3.3 Scope of Services Requirements

Database

3.3.1 – Data Elements

Cloud Navigator will include, at a minimum, the data elements in section 3.3.1, as identified in 3.3.1.1 through 3.3.1.15.

3.3.2 – Interoperability Standards

Cloud Navigator will meet the applicable interoperability standards defined by the Florida Courts Technology Commission. Regarding documents and the PDF-A format, the RFP does not indicate a need for document storage but if we find such a need during discovery, we assume any documents uploaded will either be PDF-A or were created prior to establishment of PDF-A as a day-forward standard.

3.3.3 – CCOC Access to Data

The data will be in an Azure subscription owned by CCOC. The primary means of access will be through the Court Staff Site. If there is a compelling need for direct access to the database, CCOC staff can be given access to the "Maintenance VM". Cloud Navigator will not be responsible for data loss caused by non-CloudNav staff with direct access to the database.

3.3.4 – Scalability

The Azure environment will be scalable to meet your current and future needs. Azure App Services, API Management, and SQL Azure all support auto-scaling to meet demand. Autoscale is a built-in feature of Cloud Services, Mobile Services, Virtual Machine Scale Sets, and Websites that helps applications perform their best when demand changes. Performance means different things for different applications. Some apps are CPU-bound, others memory-bound. For example, you could have a web app that handles millions of requests during the day and none at night. Autoscale can scale your service by any of these—or by a custom metric you define. Azure will dynamically scale apps to meet your changing demands. Some key scenarios would be:

- Scale by any metric
- Maximize app responsiveness
- Anticipate load based on schedules
- Dev-Test run during day, shut down at night

3.3.5 - Role-based Access

The public is very limited in what they can query. The public website is limited to that functionality and role-based access does not apply.

A database table will hold records of court staff permitted to use that website. These records will include the UPN (email address; must be the real one if any alias is used), the assigned role, and the circuit if applicable. We envision the following roles:

Global Admin: can query records from any circuit and can create users.

Global Reader: can query records from any circuit.

Circuit Reader: can query records from their circuit only.

The Managed Identities used by the public service, court staff service, and APIM will also have internal role management so that, for example, the public service may execute search calls for guardians but may not execute any calls for staff management on the data service.

3.3.6 – Data Migration | Uploads

Developers will develop data migration requirements. They will need to meet with the owner(s) of the existing system from which data will be migrated to develop a migration plan. There are several options to be considered:

 Data migration can be performed as an incremental process that is initiated well before cutover.

- Data migration can be implemented as a bi-directional integration; this is a great approach if the old and new systems are desired to be operated in parallel for some time.
- We use SQL Server Integration Services (SSIS) or Power Automate or Azure Logic Apps to implement data migration; we work jointly with your existing system owners to determine the most desirable approach.

In addition to data migrations, we propose to support one of the two following options for CCOC staff to upload data in the data portal.

- Excel file uploads for Wards, Guardians, or Guardianship using predefined templates
 or –
- Data entry forms for the same.

3.3.7 – Database Extensibility

Database access through the Maintenance VM will be needed to add new fields or entire data types. Such changes will require parallel changes to the data services for the new data to be visible in any site or targetable by integration. For this reason, we will require that we make these changes on request if we are the ones maintaining the services codebase.

3.3.8 – Searches

Note that any field that is protected by "Always Encrypted" will only be searchable by exact match. We recommend limiting all searches to an exact match.

Public Site – can view a list of guardians and search by the name of a guardian or filter down to guardians with wards in a selected county. Data returned: the names of guardians and current data regarding the number of wards served by each guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary guardianships. Names of attorneys or wards are not returned, nor are guardian office locations.

Court Staff Site – can search by the name of the petitioner, ward, guardian, and legal counsel for all parties; the demographic information of the ward; the location of the guardian's office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each guardian, by ward county of residence. Some staff may be limited to data results within their circuit.

3.3.9 – Enabling Integration

Integration developers will meet with members of the organization that understand the technical details regarding the external systems that will require integration with the solution. For each system, requirements include:

- Bi-directional integration or unidirectional
- Access approach for development and testing
- Integration capabilities of the target system
- Data to be integrated
- Trigger(s) for integration points
- Timing and performance requirements
- Is queueing necessary

An API Management (APIM) instance will be used for integration with other data providers, as described above. We may need an Azure Logic App between APIM and the Integration API to handle particularly complex data reformatting scenarios.

The following are the operations we believe integration needs to support.

- Update the registration status of a Guardian (RFP section 3.3.1.1)
- Update the disciplinary history of a Guardian (3.3.1.2)
- Update the compliance status of a Guardian (3.3.1.3)
- Update the reporting status of a Guardian (3.3.1.4)
- Update the type of guardianship (3.3.1.5) (Can this differ by ward?)
- Update the name of a Guardian (3.3.1.6) (Note that this + office location seems to be our guardian unique ID, no FL DL or SSN)
- Update the office location of a Guardian (3.3.1.7)
- Create a Guardian (requires all but disciplinary history, compliance status, and reporting status).
- Associate a Ward with a Guardian. (3.3.1.8 "Number of Wards served by a Guardian") I think we will have a Guardian Table, a Ward table, and a join table with some additional attributes (circuit, judge, maybe guardianship type). So, the number per se isn't updated.
- Disassociate a Ward from a Guardian.
- Update the circuit for a Ward/Guardian association (3.3.1.9)
- Update the name of the judge for a Ward/Guardian association (3.3.1.10)
- Update the name of a Ward (3.3.1.11)
- Update the county of residence of a Ward (3.3.1.12)
- Update the name of a petitioner for a Ward/Guardian association (3.3.1.13)
- Update the name of legal counsel for a Ward (3.3.1.14)
- Update the name of legal counsel for a Guardian (3.3.1.14)
- Update the demographic information of a Ward (3.3.1.14)

- Create a Ward

3.3.10 – Reporting

Once the real-time and nightly backups are completed, Cloud Navigator will provide separate statistical data reports for statewide, circuit-level, and county-level in Excel format. Reports will exclude any personal information and will only reference specific data elements. While utilizing Excel, users will have the preference to convert data into charts or tables.

3.3.11 – Ad-hoc Reporting

We will provide an Excel download option for all search results in both the public and court staff sites. Reports will exclude any personal information and will only reference specific data elements. If needed, CCOC can link to an external database or use pivot tables to sort and summarize data within Excel.

Web Page

3.3.12 – Publicly Available Web Page

Once discovery and design are complete and accepted, Cloud Navigator will begin working on creating mockups which will be used in the development of the UI/UX. This process will be done in an Agile methodology as revisions are usually standard in this process. Once the first mockup is complete, the team will begin work on the web pages due to possible time constraints. The remaining development will include the following:

- Page layout
 - Supporting pages (Data Reports, FAQ, ADA statement, Privacy statement)
 - Supporting text
- Form Pages
 - Determine form layout
 - Labels
 - Form types (text inputs, number inputs, and/or dropdowns)
 - Form validation (required fields)
- Logo (furnished by CCOC) and/or stock photos
- Color schemes and fonts (furnished by CCOC)
- Americans with Disabilities Act (ADA) compliant
- Integrations to the database
- Programming languages utilized: HTML, CSS, JavaScript, Bootstrap, and C#
- Header, footer, and banner designs CSS, Bootstrap, and HTML
- Public Website Confirm no CJI data is visible
- Incorporate user-friendly functionality and features

- Explain purpose
- o Instructions on how to retrieve guardianship information
- Incorporate a mobile-friendly website with responsive data tables
- Incorporate a section for highlights (social media, CCOC contacts, addresses)
- Include an option to export data into Excel or CSV format and the ability to print

Web Design Process



3.3.13 – Publishing Statistical Data Reports

After designing, developing, and implementing the database, Cloud Navigator will provide realtime reports which will include the following:

- Exportable reports (PDF, XLS, CSV)
- Present reports within an HTML data-table
- Incorporate the option to filter and sort database data elements
- Provide aggregated and deidentified formats

Training

3.3.14 – Knowledge Transfer and Training Plans

The Training Strategy describes the processes, schedule, and expectations to be followed by the CCOC and Cloud Navigator project teams and defines the acceptance criteria against which Cloud Navigator's training deliverables will be evaluated.

The Training Strategy addresses:

- Training of CCOC technical staff and administrators on architecture, configuration, and administration of the Guardianship Database and Web Application.
- Informal training provided via knowledge transfer during each phase of the project, as well as in Q&A/Knowledge Transfer meetings.
- Provision of online training for the use and management of the Guardianship Database and Web Application.

- Provision of end user instructional documentation.

Administrator Training

Informal knowledge transfer is defined as administrators working with Cloud Navigator personnel, and may include activities such as email threads, conference calls, and facilitated meetings on technical topics. Cloud Navigator will work closely with CCOC IT staff throughout the project, providing knowledge transfer on virtually a daily basis.

Additional documents will be provided for architecture, configuration, and administration.

Formal Training will be delivered to the administrator group for CCOC via Q&A/Knowledge Transfer meetings.

Cloud Navigator will review the topics below:

- Web Application Overview
- Documentation Walkthrough
 - o Project Detail
 - User Setup Guide
 - o Technical Design
 - Data Migration Strategy
 - Integration Strategy
 - Any Other Supporting & Training Documentation
 - Requirement Matrix
 - User Guide
- Deployment Timeline
- Open Requirements / Future Enhancements
- Q&A

CCOC Users Training

Cloud Navigator will provide training to both CCOC users and the Helpdesk Support Group. Documentation is provided during the system rollout to help the support staff resolve issues.

Cloud Navigator will review the topics below:

- Web Application Overview
- Documentation Walkthrough
- Anticipated Points of User Confusion
- Deployment Timeline
- Q&A

3.4 Information Technology Requirements

3.4.1 – Accessibility

How does Microsoft evaluate the accessibility of its products and services?

Microsoft evaluates products and services using the Department of Homeland Security (DHS) Trusted Tester program, Version 5, which creates a common testing approach for determining conformance to Section 508. Microsoft's methodology also assesses products and services against W3C's Web Content Accessibility Guidelines (WCAG) and ETSI EN 301 549. Along with Trusted Tester, our evaluation is commonly supported by automated testing; manual testing; testing with assistive technology; and functional testing by individuals with disabilities.

3.4.2 – Florida Cybersecurity Standards

We will use Microsoft's compliance tools to ensure compliance with the NIST Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1. The Azure AD B2B used for the Court Staff Site will be configured to require users to set up multi-factor authentication (MFA) to access the site.

3.4.3 – United States-based Cloud Services

Azure Government is the mission-critical cloud, delivering breakthrough innovation to US government customers and their partners. Only US federal, state, local, and tribal governments and their partners have access to this dedicated instance, with operations controlled by screened US citizens. Azure Government offers the broadest level of certifications of any cloud provider to simplify even the most critical government compliance requirements.

Cloud Navigator personnel have worked across numerous projects involving CJI data. We have passed various background checks depending on our customers' needs and will comply with any CCOC requirements related to such. Our Engagement Manager holds a CJIS Level 4 certification.

3.4.4 – Interoperability Standards

This is not a Court Application Processing System (CAPS) so not all Florida Courts Technology Standards will apply. We will provide interoperability with existing and new Circuit Court integration utilities and comply with document standards as described above.

3.4.5 – CCOC Ownership of Data, Source Code, Configurations, Etc.

Microsoft, nor Cloud Navigator, claim ownership of any customer data, source code, or solution configurations. In addition, to better understand how Microsoft protects your data in Azure, click here Protection of customer data in Azure | Microsoft Learn.

3.4.6 - Modern Authentication Protocols

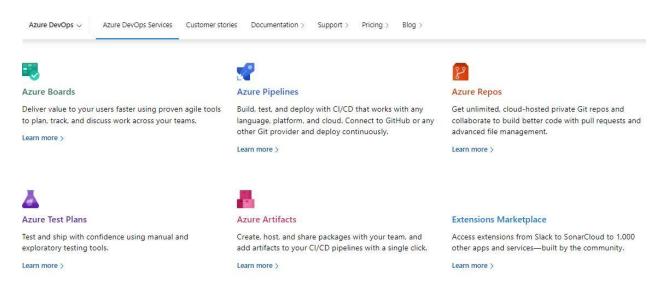
All Court Staff Site users will authenticate using Active Directory. Using Azure B2B, we will require the Court Staff users to set up multi-factor authentication to access the Court Staff Site. Public access to the Public Site will not require any level of authentication.

3.4.7 – Information Technology Development Standards and Best Practices

Application Lifecycle Management

We facilitate Application Lifecycle Management with Azure DevOps so we can plan smarter, collaborate better, and ship quality solutions faster with a set of modern development services.

Azure DevOps Services | Microsoft Azure



Microsoft recommends customers use Azure DevOps to automate common build and deployment tasks related to apps built for the Microsoft platform. These tasks include: Synchronization of solution artifacts that contains the various platform components such as Azure Web and Database components, Integration components, Reporting components, UI/UX flows, and connectors between development environments and source control. Azure DevOps tasks also allow you to compose your build and release pipelines. Pipelines that teams commonly put in place include Initiate, Export from Dev, Build, and Release.

Development Methodology

Cloud Navigator will use methods and strategies derived from use case driven engineering and Microsoft's framework for achieving digital transformation.

From a planning and management perspective, work streams will span the following project phases:

- Discovery
- Design
- Planning
- Development
- Testing
- Training
- UAT
- Deployment
- Go Live

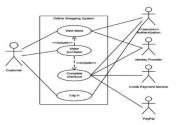
Development Activities

Development activities, which can be broken out into sprints or follow a modified waterfall lifecycle, typically include the following:

- Web UI/UX updates
- Database Schema updates
- Integration updates
- Reporting updates
- Environment configurations
- Data migrations
- Business process/workflow updates
- User Roles Security updates

The Use Case Driven Approach

In software and systems engineering, a use case is a list of actions or event steps typically defining the interactions between a role (known in the Unified Modeling Language (UML) as an actor) and a system to achieve a goal. The actor can be a human or other external system. Use cases add value because they help explain how the system should behave and, in the process, they also help brainstorm what could go wrong. They provide a list of goals, and this list can be used to establish the cost and complexity of the system. Project teams can then negotiate which functions become requirements and are built.



We document use cases by developing use case diagrams and use the following outline for each use case:

- Name of the use case
- Description of the use case
- Inputs data that flows or is entered into the use case
- Outputs data that flows out of the use case, such as a new record in a database or an email
- Processing workflow tasks, validations, and other processing that the use case triggers or enacts

At Cloud Navigator we refine use case documentation into functional specifications that include implementation details and may include prototype screen shots. This has been an effective approach that we've used for years on dozens of projects.

Gathering User and Client Information

Use Case Requirements Definition

A use case is an action that a person can take using a system. Use case driven software development is universal. Cloud Navigator's method of employing use case driven documentation is well suited for large and small systems and has been very successful on projects like this one.

Cloud Navigator describes use cases in terms of inputs, processing, and outputs; as the requirements analysis phase nears completion, use cases are refined and eventually define the features of the system to be built. USE CASE DIAGRAMS are typically used to help illustrate the features of the system and the way that users in various roles interact with the system.

Once a set of use cases are defined and understood, the business processes surrounding them can be analyzed and modeled. Workflows are modeled using ACTIVITY DIAGRAMS in our approach. The use cases are depicted in the context of business processes, a simple next step toward defining the behavior of the system being designed. A development team supplied with an Entity Relationship Diagram, Data Dictionary, Use Case Model, and Workflow Model has a very natural and easily understandable guide for developing the modules that comprise a system.

System Design Specification/Documentation

The System Design Specification is the end-product of discovery, requirements gathering and system design activities. It is important that the customer engages in the review process of this specification. This document will become the agreed upon blueprint that drives the solution that is implemented and the requirements that will drive the go live process.

Our standard System Design Specification will have the following outline and structure. Note that this can be adjusted as needed depending on the nature of the solution being implemented.

- Roles and User Groups
 - Public User Role definitions
 - CCOC Role definitions
 - Circuit Court Role definitions
- Data Model
 - o Existing entity modifications
 - New entity definitions
 - o Relationships
- Use Case Requirements and Realizations
 - Use Case Definition
 - Name
 - Summary Description
 - Role(s) Required
 - Inputs
 - Outputs
 - Processing
 - Description of the "realization" of the use case, which may include:
 - Summary Description
 - Actual prototype or initial user interfaces, such as data entry forms, list views and reports
 - Other user interface mockups or prototypes
- Performance Requirements
 - Data capacity
 - User capacity
 - Response expectations
 - Other performance requirements as determined
- UI/UX Requirements
 - Prototype design
 - o Web layout implications and expectations
 - Technical approach
- Integration Requirements
 - o Identification of systems to be integrated
 - Integration requirements per system
 - Technical integration approaches
- Data Migration Requirements
 - Approach

- Our typical approach will involve using SQL Server Integration Services to build a repeatable "upsert" process that can be used for initial load and for periodic re-loads or update loads.
- Initial Load specifications
 - Incoming data set descriptions
 - Load requirements and expectations
- <u>Reporting Requirements</u>
 - Identification of reports to be created
 - o Technical approach

3.5 Contractor Responsibilities

3.5.1 – Qualified Staff

Please see "<u>4.2.2.2 Qualifications and Experience->Team Profile</u>", starting on page ten (10) above, for a full review of the team assigned to the CCOC project. You will find that Cloud Navigator's assigned personnel possess and exceed the required level of expertise across all your required disciplines.

3.5.2 – Hardware and/or Upgrades

Cloud Navigator proposes a complete cloud-based solution leveraging Azure's "App Service" capabilities. Any hardware related upgrades will be taken care of by the Microsoft team within the respective datacenter(s). These activities are coordinated outside of any CCOC or Cloud Navigator involvement and will be governed by Microsoft's Service Level Agreements for their cloud services.

3.5.3 – Hosting Environment Documentation

Due to the solution possibly having CJI data, it will require being hosted in Azure for US Government. Start here for related documentation <u>Azure for US Government | Microsoft Azure</u>.

3.5.4 – Training | Security Background Status for Cloud Navigator Staff

Please see "<u>4.2.2.2 Qualifications and Experience->Team Profile</u>", starting on page (10) above, for a full review of the team assigned to the CCOC project. You will find that Cloud Navigator's assigned personnel possess and exceed the required level of expertise across all your required disciplines.

Cloud Navigator will comply and cooperate with any required security background checks for the Florida CCOC. Our employees have gone through numerous background checks in the past several years when required. Our Engagement Manager holds a CJIS Level 4 certification.

3.5.5 – Compliance with Public Records Laws

Cloud Navigator will comply with Florida's public records laws, and will:

- Meet all requirements for retaining public records
- Transfer, as needed, to the Florida CCOC
- Destroy any duplicate records that are exempt or confidential
- Provide to the Florida CCOC in a compatible format

3.5.6 – Documenting Detailed Timeframes for Purchases, Upgrades, Etc.

Below, we have outlined a Deliverable Dependency Table to emphasize some key critical path items. By items, we mean the successful completion of previous Deliverables and additional requirements that must be met. We've also included a Requirement(s) Date column so that all team members (CCOC and Cloud Navigator) understand those dates and that deliverables may be at risk if these dependencies are not met. The success of this project will depend on the success of the Discovery process due to the number of unknowns present in the current information.

Deliverable	Dependency Requirement(s)	Requirement(s) Date
2 – Project Plan	Access to all required CCOC personnel once Project Kick-Off Meeting has occurred.	1/23/23
3 – System Design Documentation	Access to all required CCOC personnel once Project Kick-Off Meeting has occurred.	1/23/23
5 – Solution Prototype	Dependency 3 - System Design Documentation and Azure for US Government subscription confirmed.	3/3/23
7 – Automated System Testing and Results	Dependency 3 - System Design Documentation and Azure for US Government subscription confirmed.	3/3/23
8 – User Acceptance Testing	Dependency 3 - System Design Documentation and Azure for US Government subscription confirmed.	3/3/23
9 – Data Conversion and Migration Plans	Dependency 3 - System Design Documentation and Azure for US	3/3/23

	Government subscription confirmed.	
10 – Data Conversion and Migration	Dependency 3 - System Design Documentation and Azure for US Government subscription confirmed.	3/3/23
13 – Working System and Supporting Documentation	Dependency 5 – Solution Prototype.	3/31/23

Go Live and Ongoing Support

Pre and Post Go Live Maintenance and Support Program

We offer flexible technical support and maintenance plans that can be comprehensive or supplemental. We have two support levels, both of which include solution monitoring and an optional budget for solution modifications.

- Support Levels
 - o Tier 3 Support
 - o Tier 2 Support
- Support Hours
 - Extended Business Hours
 - o 24x7
 - For 24x7 support, we provide a dedicated phone number that selected individuals within your organization can call to be connected directly to one of our engineers, someone familiar with your solution.

Tier 3 Support: Florida CCOC will receive and service help desk calls and refer them to a technical resource at the CCOC when necessary. Up to five CCOC technical resources can then request support from Cloud Navigator for issues that they are unable to address. Cloud Navigator will escalate issues to Microsoft support when necessary.

Tier 2 Support: Florida CCOC will receive and service help desk calls and refer them to a technical resource at Cloud Navigator when appropriate. Cloud Navigator will escalate issues to Microsoft support when necessary.

Monitoring: We configure alerts so that our support staff, and optionally the CCOC, are notified when a problem arises. When necessary, we respond to the issue, assist with communications to users when necessary, and engage in active monitoring and response activities until the issue is resolved.

Maintenance: Maintenance modifications to ensure the proper behavior and performance of the solution will be implemented. This can be particularly important when Microsoft pushes out scheduled updates to the platforms.

Issue Resolution Process: Support engineers receive the issue via telephone, email, or entry into our customer portal. When the engineer accepting the issue cannot resolve it, it will be escalated to a project team member. Our support engineers have direct access to the staff that implemented your solution. Our support engineers are also our primary testers that test releases prior to UAT (user acceptance testing). If our staff are unable to resolve a technical issue, a support ticket is submitted to Microsoft. Cloud Navigator subscribes to Microsoft's Advanced Support for Partners which includes priority support.

Standard Support Hours and Intake

Our standard support hours are Monday through Friday, 8am to 6pm Eastern Standard Time. Telephone and Web Portal ticket submission is available.

After Hours Support

We provide direct contact information for our support team who accept support requests after hours and on weekends.

Support Responsibility

Cloud Navigator provides support to designated Florida CCOC staff. We submit support requests to Microsoft Priority Support when we determine that an issue is due to a problem with the solution or platform that we are unable to address.

Enhanced Support Tiers

We have proposed both Tier 2 or Tier 3 support level options as well as Extended Business Hours or 24x7 support for you to choose from. All these options include access to Microsoft Support if/when needed. These are our most enhanced support options available.

Project Scope

The scope of the project is to Design, Develop and Implement a database containing guardianship information, and a policy accessible webpage to display certain guardianship information. This solution will be designed to fulfill the statutory requirements of Section 744.2112, Florida Statutes.

Please note that the project will go through your 3-phase methodology. This approach has been tailored to include key tenants of our own methodology to help ensure success.

This project will utilize a structured approach which includes Project Management, a Design Phase, a Develop Phase, and an Implement Phase. Deliverables are well-defined and adhere to a mutually agreed-upon high-level timeline. At specific points throughout the project, interim checkpoints may be conducted to validate that the project is ready to proceed to the next phase of activities.

Once the contract has been executed and project work can commence, Cloud Navigator will collaborate with the Customer to set up and hold a Project Kick-Off Meeting. Upon completion of the Project Kick-Off Meeting, Cloud Navigator and the Customer will begin efforts to complete the various phases and activities.

Project Management

A primary activity throughout the Project will be the initial and subsequent joint reviews of the proposed project timeline and anticipated timeframes to ensure that all parties are fully communicated with, fully aware of responsibilities, and adhere to time constraints.

Project Management Activities

- Schedule and conduct joint Project Initiation Kick-Off Meeting including:
 - Project Scope, Draft High-Level Project Schedule, Resources and assignments, Introduction of the project team
- Provide project management throughout the life cycle of the project.
- Compile weekly status reports for distribution to the project team.
- Identify, analyze, and prioritize risks and issues that need to be actively managed.
- Schedule and conduct weekly status meetings to include:
 - Review project status report to include decisions, risks, issues, constraints, action items, action items, accomplishments, etc.
- Conduct project close-out upon completion of all migrations/deployments.
- Be available to the Customer for the duration of the Project.

- Direct and manage all Vendor's Project activities.
- Serve as the single point of contact for the Customer.
- Create and maintain Project Documentation including the Project Schedule, and Deliverable Expectation Document (DED).
- Conduct and document Project Meetings.
- Create and provide Project Reports.
- Dismiss and/or replace Vendor personnel for cause upon written request of the Customer.
- Address and correct all identified deficiencies in Project Deliverables.
- Maintain Project Schedule.

Phase I - Design

Cloud Navigator will use the Design Phase for discovery to gain an understanding of the primary customer needs and employee pain points for selected scenarios. Through this discovery, Cloud Navigator will have the necessary context to develop a holistic framework based on insights, data, and feedback from the key stakeholders for the Statewide Guardianship Database.

Design Phase Activities

- Journey mapping based on discovery findings
- Co-creation sessions
- Establishment of the application architecture framework
- Deliverable One (1) Project Kickoff Meeting
 - Cloud Navigator will host a kick-off meeting with the CCOC staff
 - Conduct meeting within ten (10) business days of contract execution
- Deliverable Two (2) Project Plan
 - The Project Plan will include the following components:
 - Project Plan Summary
 - Scope Management Plan
 - Cost Management Plan
 - Resource Management Plan
 - Risk Management Plan
 - Communication Plan
 - Change Management Plan
 - Project Schedule
 - Quality Management Plan
 - Security Management Plan
 - Deliverable Three (3) System Design Documentation
 - The System Design Documentation will include the following components:

Design Phase Activities

- Business Design
- User Interface Control
- Systems Integration Design
- Interface Specification Design
- Entity Relationship Diagram
- Data Dictionary
- Infrastructure Requirements & Design
- ADA Compliance
- Maintenance Requirements
- User Documentation
- Reports Inventory
- System Design Documentation will also include a report demonstrating how the solution's design will ensure compliance with the interoperability requirements established by the Florida Courts Technology Standards.
- Deliverable Four (4) Requirements Traceability Matrix
 - Cloud Navigator will develop the Requirements Traceability Matrix
 - Develop Matrix within forty (40) business days of contract execution

Exit Criteria

- Complete Deliverables 1 through 4
 - Project Kickoff Meeting
 - o Project Plan
 - System Design Documentation
 - o Requirements Traceability Matrix

Phase II – Develop

Cloud Navigator will take the results from the Design Phase to iteratively develop and refine the design of the Statewide Guardianship Database. These iterations will include usability testing with stakeholders.

Develop Phase Activities

- Software development sprints
- Usability tests with stakeholders

Develop Phase Activities

- Iterative development as needed
- Deliverable Five (5) Solution Prototype
 - Cloud Navigator will develop a working prototype of the solution in a Test environment
- Deliverable Six (6) Master Test Plan
 - Cloud Navigator will develop the Master Test Plan
- Deliverable Seven (7) Automated System Testing and Results
 - Cloud Navigator will develop automated system test scripts, execute a complete system test, and submit test logs and results
- Deliverable Eight (8) User Acceptance Testing
 - Cloud Navigator will conduct User Acceptance Testing (UAT) and provide results
- Deliverable Nine (9) Data Conversion and Migration Plans
 - o Cloud Navigator will develop a Data Conversion Plan
 - Cloud Navigator will develop a Data Migration Plan
 - o Cloud Navigator will develop a Data Mapping Plan
- Deliverable Ten (10) Data Conversion and Migration
 - Cloud Navigator will perform the Data Conversion and Data Migration
 - o Cloud Navigator will develop a Data Conversion Report
- Deliverable Eleven (11) Implementation Plan and Deployment Checklist
 - o Cloud Navigator will develop a Detailed Implementation Plan
 - o Cloud Navigator will develop a Deployment Checklist
- Deliverable Twelve (12) Training Materials and Knowledge Transfer Plan
 - Cloud Navigator will develop the Final Training Materials
 - Cloud Navigator will develop a Knowledge Transfer Plan

Exit Criteria

- Complete Deliverables 5 through 12
 - Solution Prototype
 - o Master Test Plan
 - o Automated System Testing and Results
 - o User Acceptance Testing
 - o Data Conversion and Migration Plans
 - Data Conversion and Migration
 - o Implementation Plan and Deployment Checklist
 - Training Materials and Knowledge Transfer Plan

Phase III – Implement

Cloud Navigator shall implement the new Statewide Guardianship Database for the Department. Cloud Navigator will showcase, and train select members of the Department and stakeholders on the use, maintenance, and support of the Statewide Guardianship Database. Training participants will be determined by the Department.

Implement Phase Activities
 Deliverable Thirteen (13) – Working System and Supporting Documentation Cloud Navigator will deliver a working system in the Production environment Cloud Navigator will provide Final System and User Documentation System Administration Manual User Manual Interface Control Document Deliverable Fourteen (14) – Knowledge Transfer Cloud Navigator will conduct Knowledge Transfer based on training materials and the Knowledge Transfer Plan Deliverable Fifteen (15) – Transition Plan Cloud Navigator will develop a Transition Plan Deliverable Sixteen (16) – Transition Completion Report Cloud Navigator will develop a Transition Completion Report Cloud Navigator will develop a Transition Completion Report Cloud Navigator will develop a Transition Completion Report Deliverable Seventeen (17) – Project Closure Cloud Navigator will submit a Project Closure Report
Exit Criteria
 Complete Deliverables 13 through 17 Working System and Supporting Documentation Knowledge Transfer Transition Plan

- Transition Completion Report
- o Project Closure

Deliverable Timeline Schedule

Task Number	Duration	Start	Finish
0 - Project Start	0 days	1/20/23	1/20/23
1 – Project Kick-Off Meeting	10 days	1/23/23	1/23/23
2 – Project Plan	15 days	1/23/23	2/10/23
3 – System Design Documentation	30 days	1/27/23	3/3/23
4 – Requirements Traceability Matrix	40 days	3/3/23	3/17/23
5 – Solution Prototype	50 days	3/3/23	3/31/23
6 – Master Test Plan	60 days	3/24/23	4/14/23
7 – Automated System Testing and Results	65 days	3/31/23	4/21/23
8 – User Acceptance Testing	80 days	4/21/23	5/12/23
9 – Data Conversion and Migration Plans	90 days	5/12/23	5/26/23
10 – Data Conversion and Migration	105 days	5/26/23	6/16/23
11 – Implementation Plan and Deployment Checklist	105 days	6/2/23	6/16/23
12 – Training Materials and Knowledge Transfer Plan	105 days	6/2/23	6/16/23
13 – Working System and Supporting Documentation	140 days	6/16/23	7/7/23
14 – Knowledge Transfer	140 days	6/16/23	7/7/23
15 – Transition Plan	15 days	7/7/23	7/28/23
16 – Transition Completion Report	10 days	7/28/23	8/11/23
17 – Project Closure	5 days	8/11/23	8/18/23

4.2.2.4 Management Plan

Cloud Navigator employs a PMBOK aligned project management methodology.

Our Project management approach begins with Project Initiation and a Project Kick-Off Meeting. The Kick-Off Meeting should include the entire project team and Customer Executive Sponsors to review the project scope, deliverables, and project schedule. An emphasis will be placed on developing a comprehensive project schedule which will be jointly reviewed, revised, and finalized to ensure communication can be sent out well in advance to all users as needed.

A primary activity throughout the project will be the initial and subsequent joint reviews of the proposed project timeline and anticipated timeframes to ensure that all parties are fully communicated with, fully aware of responsibilities, and adhere to time constraints.

Finally, project close-out will include the finalizing a system support manual and support plan and final documentation and acceptance.

Initial Project Plan

Below represents Cloud Navigator's initial Project Plan based on our current understanding of the project. A final Project Plan will be submitted as part of Deliverable #2 during the Design Phase.

Task Name	Start	Finish
Florida CCOC	Thu 1/18/23	Wed 9/6/23
Project Start - Statement of Work Defined, Contract Submission Complete, PO Issued	Thu 1/20/23	Thu 1/20/23
Phase 1 Design	Wed 1/18/23	Fri 4/7/23
Deliverable One (1) - Project Kickoff Meeting	Wed 1/18/23	Mon 1/23/23
Set up Kickoff Meeting/Confirm resource allocations	Fri 1/20/23	Fri 1/20/23
Project Kickoff	Mon 1/23/23	Mon 1/23/23
Hold Customer Kickoff Meeting	Mon 1/23/23	Mon 1/23/23
Review Project Scope, Schedule, and Expectations	Mon 1/23/23	Mon 1/23/23
Review dedicated deployment project management team	Mon 1/23/23	Mon 1/23/23
Review of each work stream, milestone activities, and timelines	Mon 1/23/23	Mon 1/23/23
Commitment from all work stream owners on milestone timelines and dates	Mon 1/23/23	Mon 1/23/23
Housekeeping Tasks	Wed 1/18/23	Mon 1/23/23
Pre-requisites delivered to Agency	Mon 1/23/23	Mon 1/23/23
Weekly Status Meetings scheduled	Mon 1/23/23	Mon 1/23/23
All Access granted, tested and verified by Cloud Nav	Wed 1/18/23	Mon 1/23/23
Deliverable 1 Complete	Mon 1/23/23	Mon 1/23/23

Deliverable Two (2) Project Plan	Mon 1/23/23	Fri 3/3/23
Project Management Plan	Mon 1/23/23	Fri 2/10/23
Project Plan Summary	Mon 1/23/23	Fri 2/10/23
Scope Management Plan	Mon 1/23/23	Fri 2/10/23
Cost Management Plan	Mon 1/23/23	Fri 2/10/23
Resource Management Plan	Mon 1/23/23	Fri 2/10/23
Risk Management Plan	Mon 1/23/23	Fri 2/10/23
Communication Plan	Mon 1/23/23	Fri 2/10/23
Change Management Plan	Mon 1/23/23	Fri 2/10/23
Project Schedule	Mon 1/23/23	Fri 2/10/23
Quality Management Plan	Mon 1/23/23	Fri 2/10/23
Security Management Plan	Mon 1/23/23	Fri 2/10/23
Deliver Project Plan to CCOC	Fri 2/10/23	Fri 2/10/23
Review by CCOC	Mon 2/13/23	Fri 2/17/23
Revise all documentation and submit with Deliverable Acceptance Document	Mon 2/20/23	Fri 2/24/23
Acceptance Document Signed and Accepted for Payment	Mon 2/27/23	Fri 3/3/23
Deliverable One and Two Complete	Fri 3/3/23	Fri 3/3/23
Deliverable Three (3) System Design Documentation	Fri 1/27/23	Fri 3/24/23
System Design Documentation to include the following components:	Fri 1/27/23	Fri 3/24/23
Business Design	Fri 1/27/23	Fri 3/3/23
User Interface Control	Fri 1/27/23	Fri 3/3/23
Systems Integration Design	Fri 1/27/23	Fri 3/3/23
Interface Specification Design	Fri 1/27/23	Fri 3/3/23
Entity Relationship Diagram	Fri 1/27/23	Fri 3/3/23
Data Dictionary	Fri 1/27/23	Fri 3/3/23
Infrastructure Requirements& Design	Fri 1/27/23	Fri 3/3/23
ADA Compliance	Fri 1/27/23	Fri 3/3/23
Maintenance Requirements	Fri 1/27/23	Fri 3/3/23
User Documentation	Fri 1/27/23	Fri 3/3/23
Reports Inventory	Fri 1/27/23	Fri 3/3/23
System Design Documentation will also include a report demonstrating how the solution's design will ensure compliance with the interoperability requirements established by the Florida Courts Technology Standards.	Fri 1/27/23	Fri 3/3/23
System Design delivered to CCOC	Fri 3/3/23	Fri 3/3/23
Review by CCOC	Fri 3/3/23	Fri 3/10/23
Revise all documentation and submit with Deliverable Acceptance	Fr: 2/10/22	
Document	Fri 3/10/23	Fri 3/17/23
Acceptance Document Signed and Accepted for Payment	Fri 3/17/23	Fri 3/24/23
Deliverable 3 Complete	Fri 3/24/23	Fri 3/24/23
Deliverable Four (4) - Requirements Traceability Matrix	Fri 3/3/23	Fri 4/7/23
Cloud Navigator will develop the Requirements Traceability Matrix	Fri 3/3/23	Fri 4/7/23
Develop Requirements Traceability Matrix	Fri 3/3/23	Fri 3/17/23

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Deliver Requirements Traceability Matrix to CCOC	Fri 3/17/23	Fri 3/17/23
Review by CCOC	Fri 3/17/23	Fri 3/24/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 3/24/23	Fri 3/31/23
Acceptance Document Signed and Accepted for Payment	Fri 3/31/23	Fri 4/7/23
Deliverable 4 Complete	Fri 4/7/23	Fri 4/7/23
MILESTONE: Phase 1 Complete	Fri 4/7/23	Fri 4/7/23
Phase II - Develop	Fri 3/3/23	Wed 7/19/23
Deliverable Five (5) - Solution Prototype	Fri 3/3/23	Wed 7/19/23
Cloud Navigator will develop a working prototype of the solution	Fri 3/3/23	Wed 4/19/23
vithin a Test environment	г": э/э/ээ	Wed 4/10/22
Solution Development	Fri 3/3/23	Wed 4/19/23
Database Development	Fri 3/3/23	Fri 3/24/23
Creation	Fri 3/3/23	Fri 3/24/23
Security Configuration	Fri 3/3/23	Fri 3/24/23
Schema Creation	Fri 3/3/23	Fri 3/24/23
Roles	Fri 3/3/23	Fri 3/24/23
Configuration Data	Fri 3/10/23	Fri 3/24/23
Application Development	Fri 3/3/23	Fri 3/31/23
Sprint 1 - Prototype Development	Fri 3/3/23	Fri 3/17/23
UI/UX	Fri 3/3/23	Fri 3/10/23
Data upload/entry	Fri 3/3/23	Fri 3/10/23
Search	Fri 3/3/23	Fri 3/10/23
Reports	Fri 3/3/23	Fri 3/10/23
Public Web Page/Site	Fri 3/3/23	Fri 3/10/23
Public Statistical Reports	Fri 3/3/23	Fri 3/10/23
Stakeholder Preview/Feedback	Fri 3/10/23	Fri 3/17/23
Sprint 2 - Incorporate Prototype Feedback	Fri 3/10/23	Fri 3/24/23
UI/UX Refinements	Fri 3/10/23	Fri 3/17/23
Internal Application Refinements	Fri 3/10/23	Fri 3/17/23
Public Web Page Refinements	Fri 3/10/23	Fri 3/17/23
Stakeholder Preview/Feedback	Fri 3/17/23	Fri 3/24/23
Sprint 3 - Incorporate Feedback	Fri 3/17/23	Wed 3/29/23
UI/UX Refinements	Fri 3/17/23	Fri 3/24/23
Internal Application Refinements	Fri 3/17/23	Fri 3/24/23
Public Web Page Refinements	Fri 3/17/23	Fri 3/24/23
Stakeholder Preview/Feedback	Fri 3/24/23	Wed 3/29/23
Sprint 4 - Incorporate Feedback	Fri 3/24/23	Fri 3/31/23
UI/UX Refinements	Fri 3/24/23	Fri 3/31/23
Internal Application Refinements	Fri 3/24/23	Fri 3/31/23
Public Web Page Refinements	Fri 3/24/23	Fri 3/31/23
Application Development Complete	Fri 3/31/23	Fri 3/31/23
Integration Development	Fri 3/3/23	Fri 3/31/23
CCIS Integration	Fri 3/3/23	Fri 3/31/23

OPPG Integration	Fri 3/3/23	Fri 3/31/23
County Level Case Management System Integrations(12)	Fri 3/3/23	Fri 3/31/23
Solution Prototype delivered to CCOC	Fri 3/31/23	Fri 3/31/23
Review by CCOC	Fri 3/31/23	Fri 4/7/23
Revise all documentation and submit with Deliverable Acceptance		111 4/ / 23
Document	Fri 4/7/23	Wed 4/12/23
Acceptance Document Signed and Accepted for Payment	Wed 4/12/23	Wed 4/19/23
Deliverable 5 Complete	Wed 4/19/23	Wed 4/19/23
Deliverable Six (6)	Fri 3/24/23	Wed 5/3/23
Cloud Navigator will develop the Master Test Plan	Fri 3/24/23	Wed 5/3/23
Develop Master Test Plan	Fri 3/24/23	Fri 4/14/23
Master Test Plan delivered to CCOC	Fri 4/14/23	Fri 4/14/23
Review by CCOC	Fri 4/14/23	Fri 4/21/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 4/21/23	Wed 4/26/23
Acceptance Document Signed and Accepted for Payment	Wed 4/26/23	Wed 5/3/23
Deliverable 6 Complete	Wed 5/3/23	Wed 5/3/23
Deliverable Seven (7) - Automated System Testing and Results	Fri 3/31/23	Wed 5/10/23
Cloud Navigator will develop automated system test scripts, execute a complete system test, and submit test logs and results	⁹ Fri 3/31/23	Wed 5/10/23
Develop, execute, and submit results	Fri 3/31/23	Fri 4/21/23
Automated Test Results delivered to CCOC	Fri 4/21/23	Fri 4/21/23
Review by CCOC	Fri 4/21/23	Fri 4/28/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 4/28/23	Wed 5/3/23
Acceptance Document Signed and Accepted for Payment	Wed 5/3/23	Wed 5/10/23
Deliverable 7 Complete	Wed 5/10/23	Wed 5/10/23
Deliverable Eight (8) - User Acceptance Testing	Fri 4/21/23	Wed 5/31/23
Cloud Navigator will conduct User Acceptance Testing (UAT) and provide results	Fri 4/21/23	Wed 5/31/23
Conduct and submit results	Fri 4/21/23	Fri 5/12/23
All test results delivered to CCOC	Fri 5/12/23	Fri 5/12/23
Review by CCOC	Fri 5/12/23	Fri 5/19/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 5/19/23	Wed 5/24/23
Acceptance Document Signed and Accepted for Payment	Wed 5/24/23	Wed 5/31/23
Deliverable Nine (9) - Data Conversion and Migrations Plans	Fri 5/12/23	Wed 6/14/23
Cloud Navigator will develop a Data Conversion Plan	Fri 5/12/23	Fri 5/26/23
Cloud Navigator will develop a Data Migration Plan	Fri 5/12/23	Fri 5/26/23
Cloud Navigator will develop a Data Mapping Plan	Fri 5/12/23	Fri 5/26/23
Data Plans delivered to CCOC	Fri 5/26/23	Fri 5/26/23
Review by CCOC	Fri 5/26/23	Fri 6/2/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 6/2/23	Wed 6/7/23

Acceptance Document Signed and Accepted for Payment	Wed 6/7/23	Wed 6/14/23
Deliverable 9 Complete	Wed 6/14/23	Wed 0/14/23
Deliverable 5 Complete Deliverable Ten (10) - Data Conversion and Migration Plans	Fri 5/26/23	Wed 0/14/23
Cloud Navigator will perform the Data Conversion and Data Migration		Fri 6/16/23
Cloud Navigator will develop a Data Conversion Report	Thu 6/15/23	Fri 6/16/23
Data Conversion Report delivered to CCOC	Fri 6/16/23	Fri 6/16/23
Review by CCOC	Fri 6/16/23	Fri 6/23/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 6/23/23	Wed 6/28/23
Acceptance Document Signed and Accepted for Payment	Wed 6/28/23	Wed 7/5/23
Deliverable 10 Complete	Wed 7/5/23	Wed 7/5/23
Deliverable Eleven (11) - Implementation Plan and Deployment Checklist	Fri 6/2/23	Wed 7/19/23
Cloud Navigator will develop a Detailed Implementation Plan	Fri 6/2/23	Fri 6/16/23
Cloud Navigator will develop a Deployment Checklist	Thu 6/15/23	Fri 6/16/23
Implementation and Deployment Checklist delivered to CCOC	Fri 6/16/23	Fri 6/16/23
Review by CCOC	Fri 6/16/23	Fri 6/23/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 6/23/23	Wed 6/28/23
Acceptance Document Signed and Accepted for Payment	Wed 6/28/23	Wed 7/5/23
Deliverable 11 Complete	Wed 7/5/23	Wed 7/19/23
Deliverable Twelve (12) - Training Materials and Knowledge Transfer		
Plan	Fri 6/2/23	Wed 7/5/23
Cloud Navigator will develop the Final Training Materials	Fri 6/2/23	Fri 6/16/23
Cloud Navigator will develop a Knowledge Transfer Plan	Thu 6/15/23	Fri 6/16/23
Final Training Materials and Knowledge Transfer Plan delivered to CCOC	Fri 6/16/23	Fri 6/16/23
Review by CCOC	Fri 6/16/23	Fri 6/23/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 6/23/23	Wed 6/28/23
Acceptance Document Signed and Accepted for Payment	Wed 6/28/23	Wed 7/5/23
Deliverable 12 Complete	Wed 7/5/23	Wed 7/5/23
MILESTONE: Phase II Complete	Wed 7/5/23	Wed 7/5/23
Phase III - Implement	Fri 6/16/23	Wed 9/6/23
Deliverable Thirteen (13) - Working System and Supporting	1110/10/23	Wed 5/0/25
Documentation	Fri 6/16/23	Wed 8/9/23
Cloud Navigator will deliver a working system in the Production environment	Fri 6/16/23	Fri 7/7/23
Cloud Navigator will provide Final System and User Documentation	Fri 6/16/23	Fri 7/7/23
System Administration Manual	Fri 6/16/23	Fri 7/7/23
User Manual	Fri 6/16/23	Fri 7/7/23
Interface Control Document		
Working System in Production Environment, System Admin and User Manual, and Interface Control Document delivered to CCOC	Fri 6/16/23 Fri 7/7/23	Fri 7/7/23 Fri 7/7/23

Review by CCOC	Fri 7/7/23	Fri 7/14/23
Revise all documentation and submit with Deliverable Acceptance		
Document	Fri 7/14/23	Wed 7/19/23
Acceptance Document Signed and Accepted for Payment	Wed 7/19/23	Wed 7/26/23
Deliverable 11 Complete	Wed 7/26/23	Wed 8/9/23
Deliverable Fourteen (14) - Knowledge Transfer	Fri 6/30/23	Wed 7/19/23
Cloud Navigator will conduct Knowledge Transfer based on training materials and the Knowledge Transfer Plan	Fri 6/30/23	Fri 7/7/23
Knowledge Transfer conducted and delivered to CCOC	Fri 6/30/23	Fri 7/7/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 7/7/23	Wed 7/12/23
Acceptance Document Signed and Accepted for Payment	Wed 7/12/23	Wed 7/19/23
Deliverable 14 Complete	Wed 7/19/23	Wed 7/19/23
Deliverable Fifteen (15) - Transition Plan	Fri 7/7/23	Wed 9/6/23
Cloud Navigator will develop a Transition Plan	Fri 7/7/23	Wed 9/6/23
Develop Transition Plan	Fri 7/7/23	Fri 7/28/23
Transition Plan delivered to CCOC	Fri 7/28/23	Fri 7/28/23
Review by CCOC	Mon 8/21/23	Fri 8/25/23
Revise all documentation and submit with Deliverable Acceptance Document	Mon 8/28/23	Wed 8/30/23
Acceptance Document Signed and Accepted for Payment	Thu 8/31/23	Wed 9/6/23
Deliverable 15 Complete	Wed 9/6/23	Wed 9/6/23
Deliverable Sixteen (16) - Transition Completion Report	Fri 7/28/23	Wed 8/30/23
Cloud Navigator will develop a Transition Completion Report	Fri 7/28/23	Fri 8/11/23
Transition Completion Report delivered to CCOC	Fri 8/11/23	Fri 8/11/23
Review by CCOC	Fri 8/11/23	Fri 8/18/23
Revise all documentation and submit with Deliverable Acceptance Document	Fri 8/18/23	Wed 8/23/23
Acceptance Document Signed and Accepted for Payment	Wed 8/23/23	Wed 8/30/23
Deliverable 16 Complete	Wed 8/30/23	Wed 8/30/23
Deliverable Seventeen (17) - Project Closure	Fri 8/11/23	Wed 9/6/23
Cloud Navigator will submit a Project Closure Report	Fri 8/11/23	Wed 9/6/23
Submit Project Closure Report to include details of the activities needed to cloud out all project activities, tasks and reports	Fri 8/11/23	Fri 8/18/23
Project Lessons Learned	Fri 8/11/23	Fri 8/18/23
Project Release Document (signed)	Fri 8/11/23	Fri 8/18/23
Post Implementation Report	Fri 8/11/23	Fri 8/18/23
Post Implementation Evaluation Report	Fri 8/11/23	Fri 8/18/23
Change Lot (Closed Out)	Fri 8/11/23	Fri 8/18/23
Contract(s) Closure	Fri 8/11/23	Fri 8/18/23
Project Close out Report delivered to CCOC	Fri 8/18/23	Fri 8/18/23
Review by CCOC	Mon 8/21/23	Fri 8/25/23
Revise all documentation and submit with Deliverable Acceptance Document	Mon 8/28/23	Wed 8/30/23

Acceptance Document Signed and Accepted for Payment	Thu 8/31/23	Wed 9/6/23
Deliverable 17 Complete	Wed 9/6/23	Wed 9/6/23
MILESTONE: Phase III Complete	Wed 9/6/23	Wed 9/6/23

Scope Management

Either party may request in writing changes (additions, deletions, or modifications) to the services described in the scope of work via a change request form (CRF). Cloud Navigator will provide a standard CCOC CRF for all change requests. The CRF Form will describe the proposed change(s) to the project, including the impact on the scope or schedule with proposed fees (if applicable).

For example, all submitted CRFs will have a minimum of three (3) business days to be researched with proposed change(s) documented. A finalized CRF will be submitted to the CCOC to review and signed off on within three (3) business days. Only then will Cloud Navigator perform the requested change.

Cloud Navigator will make an initial determination of whether a change is out of scope, and if so, will estimate the cost for implementation. This information will be included on the CRF. If the customer disagrees, it will ask Cloud Navigator to waive costs, which we may do. If we are unable to waive costs, a change management meeting shall be held to discuss both sides of the concern. Cloud Navigator and the customer will mutually agree in advance if the time required to research and document if the CRF will be billed; if billed, it will be at Cloud Navigator contracted rates.

No change to this project shall be made unless it is requested and accepted in accordance with the process described in this section. Cloud Navigator shall have no obligation to perform or commence work relating to any proposed change until a CRF is approved and signed by the designated Project Managers from both parties.

Schedule Management

When Cloud Navigator Project Management determines that a change to the schedule is necessary, the following steps will be taken:

- The project schedule will be revised to reflect new milestone dates and changes to activities and tasks.
- The project schedule change will be communicated in status reports.

 If the CCOC Project Manager determines that it is necessary, Cloud Navigator will schedule and conduct a meeting with the CCOC to discuss the schedule change, the impacts of the schedule change, and alternative measures

Risk Management

Cloud Navigator will define Risk as an event that has a probability of occurring and could have either a positive or negative impact to the project should that risk occur. A risk may have one or more causes and, if it occurs, one or more impacts. All projects assume some element of risk, and it is through risk management where tools and techniques are applied to monitor and track those events that have the potential to impact the outcome of a project.

Cloud Navigator understands Risk Management is an ongoing process that will continue throughout the life of the project. It will include processes for risk management planning, identification, analysis, monitoring and control. Many of these processes are updated throughout the project lifecycle as new risks can be identified at any time. It is the objective of risk management to decrease the probability and impact of events adverse to the project. On the other hand, any event that could have a positive impact should be exploited.

The identification of risk will start before the project kickoff; however, the number of risks increase after the Discovery Phase and as the project matures throughout the lifecycle. When a risk is identified, it is first assessed to ascertain the probability of occurring, the degree of impact to the schedule, scope, cost, and quality, and then prioritized. Risk events may impact only one while others may impact the project in multiple impact categories. The probability of occurrence, number of categories impacted and the degree (high, medium, low) to which they impact the project will be the basis for assigning the risk priority. All identifiable risks should be entered into a risk register and documented as a risk statement.

As part of documenting a risk, two other important items need to be addressed. The first is mitigation steps that can be taken to lessen the probability of the event occurring. The second is a contingency plan, or a series of activities that should take place prior to or when the event occurs. Mitigation actions frequently have a cost. Sometimes the cost of mitigating the risk can exceed the cost of assuming the risk and incurring the consequences. It is important to evaluate the probability and impact of each risk against the mitigation strategy cost before deciding to implement a contingency plan. Contingency plans implemented prior to the risk occurring are pre-emptive actions intended to reduce the impact or remove the risk in its entirety. Contingency plans implemented after a risk occurs can usually only lessen the impact.

Risk Management Strategy

Regardless of the type of risk, our Risk Management Strategy includes:

- Risk Identification & Categorization
- Risk Assessment & Classification
- Risk Mitigation
- Risk Contingency Planning
- Risk Tracking and Reporting

Primary Risk Categories

Schedule

Potential delays and time constraints can be identified by anyone associated with the project. The schedule can be subject to negative consequences for a variety of reasons technical and non-technical and can be the result of action or inaction on any party to the project.

When a potential schedule slippage is identified and assessed, it will be dealt with according to the Schedule Management Plan and approach as described above in this section.

Cost

Cloud Navigator is proposing fixed price to Design, Develop and Implement the Statewide Guardianship Database. In the case of fixed price efforts, like this project, only fully approved Change Requests will result in a cost overrun for professional services.

Other annual costs include ongoing support and software subscription licenses to be supplied by Cloud Navigator. We have some control over these costs, but subscription licensing prices are set by Microsoft. The customer may, over time, find that the annual subscription costs will be more than what we are initially proposing.

The Cloud Navigator Project Manager will be aware of all project related costs and will report any potential for cost overrun immediately.

Security

Microsoft continuously monitors its data centers and SaaS services for potential security holes and actual breaches. Microsoft's deep security practice is a core part of our security approach. If Cloud Navigator's staff identify a potential or actual threat or breach, we will first notify the CCOC and then, with approval, engage with Microsoft's priority support technicians to remedy the situation.

Cloud Navigator's Security Policy states:

"4.21 Reporting of Security Incident

If a security incident or breach of any security policies is discovered or suspected, the user must immediately notify his or her supervisor and/or follow any applicable guidelines as detailed in the corporate Incident Response Policy. Examples of incidents that require notification include:

- Suspected compromise of login credentials (username, password, etc.).
- Suspected virus/malware/Trojan infection.
- Loss or theft of any device that contains company information.
- Any attempt by any person to obtain a user's password over the telephone or by email.
- Any other suspicious event that may impact the company's information security.

Users must treat a suspected security incident as confidential information and report the incident only to his or her supervisor. Users must not withhold information relating to a security incident or interfere with an investigation."

Cloud Navigator will inform the CCOC in writing in the event of any security breach within 24 hours.

Engagement & Adoption

Cloud Navigator will support the customer in developing a plan to inform, include, train and support its staff to encourage engagement and adoption of the new systems. This can include:

- An assessment of current human intellectual capital, benchmarking, recommendations, alignment, and implementation with support for future customer environments and services.
- Implementation of disciplined program management structures (quality management, risk management, requirements development) and processes to increase the success of large programs and projects.
- Planning, assessment, and analysis of agency/program performance management infrastructure, quality of program performance measures, data collection and reporting capabilities, approval processes, and implementation of data analytics and visualization tools to enable data-driven decision making at all levels of the organization.

 Innovation of business operations and processes using curricula, science, and operational methods to increase efficiency, improve productivity and service delivery, with efforts to maximize mission critical goals.

Resource Management Plan

Cloud Navigator's Resource Management approach can be described through our processes and procedures tailored to manage the execution and delivery of the solution. Our Resource Management Approach incorporates industry best practices, leveraging the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK[®]) components. Additionally, the Cloud Navigator team will leverage its mature Integrate Project Management processes based on our breadth of experience supporting clients through people, process, and technology.

Our Project Management Approach (PMA) defines clear and distinct tasks and responsibilities and is coupled with focused management oversight. For example, our organizational chart lists subject matter experts, roles, responsibilities. This structure allows all stakeholders to understand how their roles and responsibilities align to the overall scope of work, demonstrating authority, responsibility, and competency. The project scheduled timeline delineates specific tasks, teams, and workflow completions. Our PMA is scalable and will allow us to fully integrate, manage, control, and document every phase of this contract.

Status Reporting

The following will be used to provide formal communication during the project:

- The Cloud Navigator project manager, working in conjunction with the Customer project manager, will document a communication approach for this project.
- The Cloud Navigator project manager will assist the Customer project manager with completing weekly status reports for distribution to both the Customer and Cloud Navigator management.
- Weekly status meetings will be held to review the project's overall status, the acceptance
 of deliverables, the project schedule, and open issues noted in the status report.

Project communications will adhere to the following. The overarching objective of project communications is consistency and transparency. All communications will be visible to all members of the project team. Cloud Navigator may create a Distribution List at the beginning of the project for primary method of communication.

communications					
COMMUNICATION	DESCRIPTION	AUDIENCE	TRANSMISSION	INTERVAL	RESPONSIBLE
Project schedule	Current project schedule status	Customer PM, Cloud Navigator PM, Entire	Email notification to entire team stating what, why, and Effective date	Reviewed weekly during status meeting	Cloud Navigator PM

Communications

COMMUNICATION	DESCRIPTION	AUDIENCE	TRANSMISSION	INTERVAL	RESPONSIBLE
		team, stakeholders			
Sync meetings – When needed	Touchpoint review of status, risks, and issues	Entire team	In person or via phone call	Weekly, Day to be determined	Cloud Navigator PM
Project documentation, including status reporting	Any written deliverable or interim draft deliverable	erable or to m draft st erable W		Email notification As needed to entire team stating the What, Why and Effective date	
Risk Identified	Any risk identified by any team member	Executive Steering Committee or Senior Leadership	Posted to Risk Log within the Weekly Status Report	Reviewed weekly during status meeting	Customer PM
Issue Identified, or Action Item Task	Confirmed issue described that must be resolved	Executive Steering Committee or Senior Leadership	Posted to Issue Tracking Log within the Weekly Status Report	As needed	Cloud Navigator PM and Customer PM
All other communications, written	Any communication to or from the project team	Entire team	Email or Discussion with a summary of the discussion	As needed	Cloud Navigator PM and Customer PM
All other communications, oral	Any meeting, call, or discussion to or from the project team	Entire team	Email or Discussion with a summary of the discussion	As needed	Cloud Navigator PM and Customer PM

Regular Project Status Meetings

Status meetings will be conducted at an agreed-upon interval, likely to be weekly or bi-weekly. Each meeting will cover the following topics:

- *General Information* Includes project name, client name, date of the status report, reporting period, and preparer and receiver names.
- Overall Status Presented as a "quick glance" visual indicator (green light/yellow light/red light) to identify the overall project status for schedule and scope; are activities on time, slightly behind schedule, or significantly behind schedule and requiring corrective action. Includes a callout area that presents a summation of the reason for deviation from the planned schedule or scope.
- Significant Accomplishments for Period Provides a narrative description of activities performed since the last project status report. If any deliverables have been submitted or were approved during the reporting period, those are specifically mentioned.
- Planned Activities for Next Period Typically, presented as a bulleted list and brief narrative outlining tasks and deliverables to be worked on during the next reporting period. This information can also be extracted from the Microsoft WBS and Schedule and loaded into the status report as a table.
- *Technical Status/Issues* Identifies any concerns or issues of a technical nature that could impact the project's schedule or scope.
- Change Requests Presented as a numbered list of potential pending or approved change requests with a brief description of the request and timeframes associated with the development or review status of the request.

4.2.3 Price Proposal

ATTACHMENT A – DELIVERABLE COST SCHEDULE

Provide the cost of all things necessary for completion of each deliverable to perform the services described within this RFP for Statewide Guardianship Database.

Deliverable Costs

Deliverable Description	Deliverable Cost
1: Project Kick-Off Meeting	\$10,000.00
2: Project Plan	\$25,000.00
3: System Design Documentation & Florida Courts Technology Standards Compliance Report	\$125,000.00
4: Requirements Traceability Matrix	\$25,000.00
5: Solution Prototype	\$295,000.00
6: Master Test Plan	\$25,000.00
7: Automated System Testing and Results	\$45,000.00
8: User Acceptance Testing	\$45,000.00
9: Data Conversion and Migration Plans	\$25,000.00
10: Data Conversion and Migration	\$280,000.00
11: Implementation Plan and Deployment Checklist	\$25,000.00
12: Training Materials and Knowledge Transfer Plan	\$45,000.00
13: Working System and Supporting Documentation	\$280,000.00
14: Knowledge Transfer	\$25,000.00
15: Transition Plan	\$25,000.00
16: Transition Completion Report	\$25,000.00
17: Project Closure	\$25,000.00
Total Deliverable Costs	\$ 1,350,000.00

FY 23 – See * Note below

Supporting Technology, Fees, and Initial Year Costs: \$64,152.56 (As described in Section 4.2.3, PRICE PROPOSAL, Respondents should include a line-item description of these costs in the response.)

Total Contract Costs: \$1,414,152.56 FY 23

*Supporting Technology Costs are for Azure with 5 months (February to June) for Dev and Test Environments and 2 months (May to June) for Production Environment in FY 23. Azure cost breakdown is itemized below. 68

Future Costs

Additional Support Rate (\$/hr.)*: 150.00

*Not included in Total Costs or Cost Analysis evaluation component

Future Costs* FY 24	FY 25	FY 26
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		Renewal Year 1 (if applicable)		Renewal Year 2 (if applicable)		Renewal Year 3 (if applicable)	
Licensing	\$	0.00	\$	0.00	\$	0.00	
Operations & Maintenance Tier 2 Sup	\$	72,000.00	\$	72,000.00	\$	72,000.00	
Software/Hardware Azure Env	\$	208,940.46	\$	208,940.46	\$	208,940.46	
Other Ongoing Costs	\$	0.00	\$	0.00	\$	0.00	
Total Costs	\$	280,940.46	\$	280,940.46	\$	280,940.46	

* Not included in Total Costs or Cost Analysis evaluation component

**Authorized Representative's Signature

Mark Alexander, CEO

**Typed Name and Title of Authorized Representative

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

Estimated Cost for Dev/Test Environment

Microsoft Azure E				
Florida CCOC Dev/T		Desien	Description	Fatimated wayships
Service category	Service type Virtual Machines	Region East US 2	Description 1 A4 v2 (4 vCPUs, 8 GB RAM) x 240 Hours (Pay as you go), Windows (License included), OS Only; 2 managed disks – S10; Internet egress, 5 GB outbound data transfer from East US 2 routed via Microsoft Global Network	Estimated monthly cost \$80.42
	Storage Accounts	East US 2	Block Blob Storage, Blob Storage, LRS Redundancy, Hot Access Tier, 1 TB Capacity - Pay as you go, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 100,000 Archive High Priority Read, 1 x 10,000 Other operations. 1,000 GB Data Retrieval, 1,000 GB Archive High Priority Retrieval, 1,000 GB Data Write	\$154.29
	Azure SQL Database	East US 2	Single Database, DTU Purchase Model, Standard Tier, S6: 400 DTUs, 250 GB included storage per DB, 1 Database(s) x 730 Hours, 7 x 500 GB Long Term Retention	\$1,014.75
	App Service	East US 2	Premium V3 Tier; 2 P2V3 (4 Core(s), 16 GB RAM, 250 GB Storage); 1 year reserved; Windows OS; 0 SNI SSL Connections; 0 IP SSL Connections	\$692.00
	Application Gateway	East US 2	Web Application Firewall tier, Medium Instance size: 2 Gateway hours instance(s) x 730 Hours, 1 TB Data processed unit(s), 1 TB Zone unit(s)	\$257.88
	Azure Bastion	East US 2	730 Hours, 128 GB Outbound Data Transfer	\$222.40
	API Management	East US 2	Developer tier, 1 unit(s), 730 Hours	\$48.03
	Logic Apps	East US 2	Workloads: Standard plan, 1 WS2 (2 vCores, 7 GB RAM) x 730 Hours, 1,000,000 Standard Connector Calls per day x 1 day, 500,000 Enterprise Connector Calls per day x 1 day; Integration Service Environment: Premium tier, 0 Base Units x 730 Hours, 0 Scale Units x 730 Hours; Integration Accounts: 1 Standard Integration Account x 730 Hours, 1 Basic Integration Account x 730 Hours.	\$2,275.33
	Azure Active Directory (Azure AD)	East US 2	Premium P1 - 10 users, Premium P2 - 0 users, Standard tier, User forest - 0 Hours.	\$60.00
	Key Vault	East US 2	Vault: 1 operations, 1 advanced operations, 1 renewals, 1 protected keys, 1 advanced protected keys; Managed HSM Pools: 0 Standard B1 HSM Pool(s) x 730 Hours	\$9.18
	Bandwidth		Internet egress, 1024 GB outbound data transfer from East US 2 routed via Public Internet	\$73.92
	Azure Active Directory External Identities	East US 2	Premium P1 tier: 50,000 monthly active user(s), 0 SMS/Phone Events	\$0.00
Support		Support		\$0.00
		Licensing Program	Microsoft Customer Agreement (MCA)	
		Billing Account		
		Billing Profile		
			Monthly Estimated Total	\$4,888.19
Disclaimer			Annual Estimated Total per Environment Annual Estimated Total for Dev and Test	\$58,658.28 \$117,316.55

This estimate was created at 11/22/2022 5:59:28 PM UTC.

Estimated Cost for Production Environment

Florida CCOC Produ	uction			
Service category	Service type	Region	Description	Estimated monthly cost
	Virtual Machines	East US 2	1 A4 v2 (4 vCPUs, 8 GB RAM) x 240 Hours (Pay as you go), Windows (License included), OS Only; 2 managed disks – S10; Internet egress, 5 GB outbound data transfer from East US 2 routed via Microsoft Global Network	
	Storage Accounts	East US 2	Block Blob Storage, Blob Storage, LRS Redundancy, Hot Access Tier, 1 TB Capacity - Pay as you go, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 100,000 Archive High Priority Read, 1 x 10,000 Other operations. 1,000 GB Data Retrieval, 1,000 GB Archive High Priority Retrieval, 1,000 GB Data Write	\$154.29
	Azure SQL Database	East US 2	Single Database, DTU Purchase Model, Standard Tier, S6: 400 DTUs, 250 GB included storage per DB, 1 Database(s) x 730 Hours, 7 x 500 GB Long Term Retention	\$1,014.75
	App Service	East US 2	Premium V3 Tier; 2 P2V3 (4 Core(s), 16 GB RAM, 250 GB Storage); 1 year reserved; Windows OS; 0 SNI SSL Connections; 0 IP SSL Connections	\$692.00
	Application Gateway	East US 2	Web Application Firewall tier, Medium Instance size: 2 Gateway hours instance(s) x 730 Hours, 1 TB Data processed unit(s), 1 TB Zone unit(s)	\$257.88
	Azure Bastion	East US 2	730 Hours, 128 GB Outbound Data Transfer	\$222.40
	API Management	East US 2	Premium tier, 1 base unit x 730 Hours, 0 additional units	\$2,795.17
	Logic Apps	East US 2	Workloads: Standard plan, 1 WS2 (2 vCores, 7 GB RAM) x 730 Hours, 1,000,000 Standard Connector Calls per day x 1 day, 500,000 Enterprise Connector Calls per day x 1 day; Integration Service Environment: Premium tier, 0 Base Units x 730 Hours, 0 Scale Units x 730 Hours; Integration Accounts: 1 Standard Integration Account x 730 Hours, 1 Basic Integration Account x 730 Hours.	\$2,275.33
	Azure Active Directory	East US 2	Premium P1 - 10 users, Premium P2 - 0 users, Standard	\$60.00
	(Azure AD)		tier, User forest - 0 Hours.	
	Key Vault	East US 2	Vault: 1 operations, 1 advanced operations, 1 renewals, 1 protected keys, 1 advanced protected keys; Managed HSM Pools: 0 Standard B1 HSM Pool(s) x 730 Hours	\$9.18
	Bandwidth		Internet egress, 1024 GB outbound data transfer from East US 2 routed via Public Internet	\$73.92
	Azure Active Directory External Identities	East US 2	Premium P1 tier: 50,000 monthly active user(s), 0 SMS/Phone Events	\$0.00
Support		Support		\$0.00
		Licensing Program	Microsoft Customer Agreement (MCA)	
		Billing Account		
		Billing Profile	Monthly Estimated Total	¢7 625 22
			Monthly Estimated Total Annual Estimated Total	\$7,635.33 \$91,623.91
Disclaimer			Annual Estimated Total	\$31,023.31

All prices shown are in United States – Dollar (\$) USD. This is a summary estimate, not a quote. For up to date pricing information please visit This estimate was created at 11/22/2022 5:58:45 PM UTC.

Thank you for your Consideration

