



## Information Technology Independent Verification and Validation

**Contract No. 80101507-IVV-15-1**

**Between Florida Department of Management Services and (Contractor)**

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and (Contractor) with offices at (Location).

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 05-80101507-IVV-B for information technology independent verification and validation. After evaluation of proposals, the Department determined that the Contractor's proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

### **1. Contract Term**

The Contract Term of this Contract for information technology independent verification and validation will be for two (2) years with up to three (3) years of renewals. The Contract Term will begin on September 1, 2016, or the date of the last signature on this Contract.

### **2. Contract**

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

This Contract, together with the following attached exhibits, and RFP [Subject], incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits attached to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

- a) Exhibit A: Contract Conditions, General and Special
- b) Exhibit B: Contractor's submitted Pricing Sheet from RFP 05-80101507-IVV-B
- c) Exhibit C: Contractor's submitted Work Plan & IV&V Methodology from RFP 05-80101507-IVV-B
- d) Exhibit D: Contractor Performance Survey

In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed below:

- a) The Contract
- b) Special Contract Conditions, Exhibit A, Section 1
- c) General Contract Conditions, Exhibit A, PUR 1000
- d) RFP 05-80101507-IVV-B
- e) Contractor's submitted proposal to RFP 05-80101507-IVV-B

### **3. Definitions:**

- a) Contractor: The IV&V vendor awarded to perform work for a Customer.
- b) Customer Project Manager (or Project Director): The individual, whether a state employee or contracted by the Customer, empowered by the Customer to lead the team that is responsible for achieving the project's objectives.\*
- c) Independence: The degree of technical, managerial, and financial independence required of the Contractor performing verification and validation. The Contractor should not be influenced by system developers and/or project, program, or organizational management.
- d) Oversight entities: In Florida, this will typically include, but not be limited to, the Agency for State Technology, the Executive Office of the Governor's Office of Policy and Budget, and the Florida Legislature.
- e) Project Team: Individuals who perform the work of the project. The project team may be comprised of Customer staff and other public sector, private sector, or not-for-profit sector employees. \*
- f) Sponsor(s): The Customer individual(s) who provide resources and support for the project and is/are accountable for enabling project success.\*
- g) Stakeholders: An individual, group, or organization who may affect, be affected by, or perceive itself to be affected by a decision, activity, or outcome of a project.\*
- h) Validation: Contractor will check that the solution meets the user's needs, i.e., was the right system built?
- i) Verification: Contractor will check that the solution is well-engineered, i.e., was the system built right?

*\*Definition is from or adapted from: A Guide to the Project Management Body of Knowledge (PMBOK Guide) 5th Edition. Newtown Square, PA: Project Management Institute, 2013.*

### **4. Statement of Work**

The Contractor shall provide information technology independent verification and validation services.

The Contractor will provide an objective, neutral, third-party view of the project with the intent of protecting the state's interests. The Contractor will evaluate and assess the project throughout the project lifecycle. The Contractor must comply with IV&V regulatory requirements detailed in US Code of Federal Regulations 45 CFR 95.626 and the Project Management and Oversight Standards, detailed in Chapter 74-1, F.A.C.

The Contractor shall possess the professional and technical staff necessary to perform the information technology independent verification and validation services required by this contract and the staff shall have sufficient skill and experience to perform the services assigned to them.

All of the information technology independent verification and validation services to be furnished by the Contractor under the contract shall meet the professional standard and quality that prevail among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.

The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology independent verification and validation services.

### **5. Minimally Required Activities and Deliverables**

The Contractor shall perform ongoing project IV&V monitoring activities and will review and validate issues/deficiencies/risks identified with the project. Project monitoring activities include, but are not limited to:

- Providing an independent, objective, third-party view of project efforts with the intent of protecting the State's interests.
- Providing personnel, processes, approaches and tools to perform IV&V services for Florida information technology projects

- Performing assessments on both project and program management processes and work products.
- Providing objective observations and recommendations
- Assessing and reporting overall project performance, extrapolating future project progress and success, and identifying any possible impediments to successful project completion
- Examining all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures and methodology
- Assessing the effectiveness of project communication, assessing Customer involvement
- Developing performance metrics that facilitate the tracking of progress / completion of project tasks and milestones
- Reviewing all project cost and expenditure documentation and making recommendations for efficient use of funds
- Validating identified risks and issues and proposed response(s) and assessing impact to the project progress or success
- Verifying and validating the quality of project work products (deliverables)
- Reviewing statements-of-work, solicitations, and contracts to verify alignment between requirements and solicited or contracted terms
- Providing guidance and training on standards and best practices for project management
- Ensuring project teams follow required standards, including, but not limited to, Administrative Rule, Florida Statutes, and federal requirements.
- If additional specific requirements for any IV&V consulting services are needed they will be determined by the Customer in a project specific Statement of Work attached to a Request for Quote.

In addition to the activities listed above, the Contractor will be required to provide presentations and oral reports, attend meetings and events, perform records management and administrative responsibilities related to the contract, and maintain open and effective communication with the Customer’s Project Manager, Sponsor(s), and oversight entities.

The activities identified above (and others) are necessary to provide input into the deliverables below which will be minimum requirements in Statements of Work issued by Customers in a Request for Quote. Format, frequency, and details related to the activities (identified above and below) shall be detailed in the Customer’s Request for Quote. AST approval must be obtained for any deviation from the below deliverables for any project for which AST provides oversight pursuant to 282.0051 F.S. Pursuant to 74-1, Florida Administrative Code, IV&V contract deliverables, including invoices, will be provided to AST at or around the time they are delivered by the IV&V Contractor to the Agency.

IV&V Management Plan	<p>The Contractor shall develop and submit to the Customer an IV&amp;V Management Plan to include:</p> <ul style="list-style-type: none"> <li>• A detailed description of how the Contractor plans to perform the IV&amp;V services. This description must include methodologies, strategies, standards, and approaches employed by the Contractor for executing each of the IV&amp;V activities within the Customer's Statement of Work. An organizational structure which demonstrates, among other things, coordination activities among the Contractor, the Customer Project Manager and project team, the Sponsor, stakeholders, and any oversight entities involved in the project.</li> <li>• A description of resources assigned to Contractor activities, tasks, and deliverables.</li> <li>• A description of the deliverables the Contractor will produce as a result of the IV&amp;V activities.</li> </ul>
IV&V Schedule	<p>The Contractor shall develop and submit to the Customer a schedule of IV&amp;V activities, tasks, and deliverables for the project, including the associated due dates for the activities, tasks, and deliverables.</p>

IV&V Status Reports / Meetings	<ul style="list-style-type: none"> <li>• The Contractor shall hold IV&amp;V status meetings with the Customer Project Manager and Sponsor.</li> <li>• The Contractor shall hold IV&amp;V status meetings with Customer oversight entities as requested by these entities.</li> </ul>
Initial Project Assessment Report	<ul style="list-style-type: none"> <li>• The Contractor shall evaluate sufficiency of project scope and objectives, including alignment to legislative intent and its impact on Customer processes and services</li> <li>• The Contractor shall review the Project Management Plan and the planned development of project's schedule, resources, tasks, structures, processes, and procedures, to assess the overall adequacy of the project's planning.</li> <li>• The Contractor shall assess the adequacy of the project's organizational, governance, and communication processes</li> <li>• The Contractor shall review the potential impact of any procurement requirements and deadlines.</li> </ul>
Project Lessons Learned	The Contractor shall document lessons learned throughout the project and submit to the Customer a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects.
Weekly Project Assessment Updates	The Contractor shall provide weekly updates (between Monthly Reports) to the Customer that assess project status, project management strengths and deficiencies, schedule effectiveness and earned value measures and make recommendations for correcting identified variances from best practices.
Monthly Project Assessment Reports	The Contractor shall summarize the results of ongoing project monitoring and provide findings and recommendations for improvement of project management and processes.
Special Communication	The Contractor shall notify the Project Manager, Sponsor and oversight entities immediately in writing when the Contractor determines that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk as defined in the IV&V Management Plan.
Phase Gate Assessment Reports	<p>The Contractor shall develop and submit to the Customer and the Agency for State Technology, a Phase Gate Assessment Report six weeks before the end of a project phase. The report shall include:</p> <p>An assessment of the project's status and progress made during the current phase of the project, and plans for the upcoming phase</p> <ul style="list-style-type: none"> <li>• An assessment of the project's ability to meet future project milestones and deliverables, and recommendations on project/Customer readiness to proceed to the next phase.</li> </ul>

Verification and Validation of Project Deliverables	<p>The Contractor shall conduct verification and validation reviews of project deliverables. Deliverables may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Organizational Change Management Plan (includes any training plans)</li> <li>• Requirements Documents (Business, Functional, and Technical)</li> <li>• Requirements Traceability Matrix</li> <li>• Data and Document Conversion / Migration Plan(s)</li> <li>• Project Management Plan</li> <li>• Integrated Master Schedule</li> <li>• Design Specifications</li> <li>• Technical Architecture</li> <li>• Coding standards/style guides</li> <li>• Quality Assurance and Test Strategy / Test Plan / Test procedures</li> <li>• Customer acceptance criteria</li> <li>• Security Plans</li> <li>• Implementation / Cutover Plan</li> <li>• Sustaining engineering plan</li> <li>• Customer Project Management Status Reports</li> <li>• Disaster Recovery Plan</li> </ul>
Review of Solicitation and Procurement Documentation	<p>The Contractor shall review any solicitation, procurement, or contract documents to verify that, at a minimum, the evaluation criteria are clearly articulated and are consistent with project objectives, and that the obligations of the Customer, Vendor(s), subcontractor(s), and external staff are clearly defined and aligned to facilitate success.</p>

Customers may augment the minimally required activities and deliverables above with additional activities or deliverables as required by the project.

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a purchase order

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

**6. Amendments**

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

**State of Florida,  
Department of Management Services**

**(Contractor)**

\_\_\_\_\_  
By: Debra Forbess

\_\_\_\_\_  
By: (Authorized Party)

**Signed June 9, 2016**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Contract Conditions**

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference, and may be downloaded and viewed at:

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

#### **1 Special Contract Conditions**

##### **1.1 Electronic Invoicing (eInvoicing)**

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor may establish electronic invoicing within ninety (90) days of written request to the Department. Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractor will work with the MFMP management team to obtain specific requirements for the eInvoicing.

###### **1.1.1 Commerce eXtensible Markup Language (cXML)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

###### **1.1.2 Electronic Data Interchange (EDI)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

###### **1.1.3 Purchase Order (P.O.) Flip via Ariba Network (AN)**

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

##### **1.2 Purchasing Card (P-card) Program**

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Customer.

### 1.3 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

### 1.4 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

### 1.5 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail, sufficient enough for a proper pre-audit and post-audit.

### 1.6 Return of Funds

Contractor will return to the Customer any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment to the Customer within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Customer, of the overpayment.

### 1.7 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance with section 112.061, Florida Statutes.

### 1.8 Public Records

The Department may unilaterally terminate the Contract if the Contractor refuses to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are confidential or exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Contractor considers any portion of materials made or received in the course of performing the Contract (“contract related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as “confidential” when submitted to the Department. Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled “Confidential.” The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor’s determination that the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

### 1.9 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

### 1.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.



### 1.11 Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for 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 assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting contract. All payments to subcontractors shall be made by the Contractor.

### 1.12 Employment Verification (E-Verify)

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

### 1.13 Scrutinized Company List

Pursuant to subsection 287.135(5), Florida Statutes, at the time a Vendor submits a proposal or before entering into a contract where the value exceeds \$1 million, the Vendor or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

### 1.14 Commitment to Diversity in Government Contracting

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

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority Vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority Vendor on behalf of each purchasing agency ordering under the terms of this Contract.

### 1.15 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

### 1.16 Ethical Business Practices

The Contractor shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

### 1.17 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

### 1.18 Sales and Use Tax

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

### 1.19 Insurance, Loss Deductible

The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

### 1.20 Insurance, Subcontractor's Public Liability and Property Damage

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in this Contract, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified in this Contract.

### 1.21 Performance and Payment Bonds

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond, as deemed necessary by the size of the job. Inability to provide a bond may result in the Contractor being found in default of the purchase order.

### 1.22 Contract Revisions

Notwithstanding General Contract Conditions section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- 1) Contractor's Company Information and Contacts
- 2) Contract Manager
- 3) Contract Report Forms

Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

### 1.23 Financial Consequences

#### 1.23.1 Financial Consequences for Nonperformance

Financial consequences shall apply for nonperformance of the contract by a Contractor. The State shall apply financial consequences identified in this solicitation in Purchase Order or Contract issued by Customers. In addition:

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

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

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

#### 1.23.2 Financial Consequences for Failure to Comply with Purchase Order Requirements

In addition to 1.23.1 and any other remedies provided at law, if Contractor fails to comply with the requirements of the Customer's purchase order, Contractor shall pay to the Customer financial consequences for such failures, unless the Customer waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the purchase order will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance of the purchase order. This amount shall be reflected as a credit on the invoice submitted to the Customer. The Customer at its sole discretion shall determine when the Contractor is failing to comply and the Contractor at its sole discretion shall determine when the Contractor has remedied the failure.

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

#### 1.24 Invoicing

The Contractor shall be paid upon submission of monthly or quarterly invoices to the Customer after delivery and acceptance of services. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order number, state contract number and the Contractor's Federal Employer Identification Number. The Customer reserves the right to request additional documentation.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

#### 1.25 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

#### 1.26 Contractor Employee Conduct

The Contractor's employees shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies and procedures of the Customer.

The Contractor shall ensure that the Contractor's employees wear attire suitable for the position, either a standard uniform or business casual dress.

The Contractor's employees shall be subject to searches of their person or searches of equipment and/or products at any time.

#### 1.27 Contractor Security Clearance

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

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

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

Contractor or Contractor's employees, who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to do work on this Contract. Contractor or Contractor's employees whose screening results indicate convictions of disqualifying offenses will not be allowed to work on this Contract. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

#### 1.28 Confidentiality and Safeguarding Information

Contractor or Contractor's employees may have access to confidential information. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

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

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

Contractor and Contractor's employees agree not to use or disclose any information concerning a recipient of services under the State or the Customer for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor or Contractor's employees have access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Customer Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or

allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

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

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

## 1.29 Request for Quotes

1.29.1 Customers needing independent verification and validation services will create a Request for Quotes (RFQ) eQuote event in MyFloridaMarketPlace Sourcing, each time they desire to solicit independent verification and validation services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.

1.29.2 The Customer shall select at least three (3) awarded Contractors for the RFQ event in MyFloridaMarketPlace.

1.29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

1.29.4 When drafting an RFQ, the Customer must include the following information, but may also include additional information:

- a) Statement of Purpose / Need
- b) Scope of Work
- c) Project Tasks and Deliverables
- d) Project Timeline
- e) List of Contractor Responsibilities
- f) Qualifications / Certifications of the Consultant(s)
- g) Method of Compensation

- h) Financial Consequences for Non-Performance
- i) Special Terms and Conditions

#### 1.29.5 RFQ Pricing Models

Two RFQ pricing models are available to Customers to procure services pursuant to this state term contract:

- a) Hourly Rate Pricing - The Contractor shall provide services at an hourly rate price that does not exceed their hourly rate in this Contract. Contractor prices in this Contract are “not to exceed” prices and lower pricing may be negotiated by the Customer.
- b) Project-Based Pricing - A project-based pricing model may be used by the Customer instead of an hourly rate model to accomplish goals and tasks that include more complex requirements. The Contractor shall multiply hourly rate prices, which do not exceed their hourly rate in this Contract, by the number of hours per task to determine each deliverable price.

Customers who choose to use a project-based pricing model shall negotiate all pricing associated with the completion of each task and deliverable with the selected Contractor. Project-based pricing should be fully detailed in the Customer’s Statement of Work. Customers requesting project-based pricing shall ask Contractors submitting quotes for supporting information and / or documentation that will allow Customers to better understand the offer and thus more effectively negotiate pricing.

#### 1.30 Purchase Orders

A Customer shall order services via a purchase order. Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this Contract.

#### 1.31 Quarterly Contractor Performance Reporting

Customers shall complete a Contractor Performance Survey (Exhibit D) for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.34.

The completed Contractor Performance Survey(s) will be used by the Department as a performance-reporting tool to measure the performance of Contractors. The Department reserves the right to modify the Contractor Performance Survey and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MyFloridaMarketPlace or on the Department's website).

#### 1.32 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through VIP. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

#### 1.33 Quarterly Sales Reports

Each Contractor shall submit a sales report on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 1.34. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor.

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional information as needed.

#### 1.34 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – Due by October 31

Quarter 2 - (October-December) – Due by January 31

Quarter 3 - (January-March) – Due by April 30

Quarter 4 - (April-June) – Due by July 31

**Information Technology Independent Verification and Validation  
Contract No. 80101507-IVV-15-1**

**Exhibit B  
Pricing Sheet**

PRICE



**Information Technology Independent Verification and Validation  
Contract No. 80101507-IVV-15-1**

**Exhibit C  
Work Plan & IV&V Methodology**

**The following five pages are the Work Plan & IV&V Methodology for (Contractor).**