



## Information Technology Independent Verification and Validation

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

**Between Florida Department of Management Services and Ernst & Young LLP**

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 Ernst & Young LLP (Contractor) with offices at 118 North Gadsden Street, Tallahassee, FL 32301.

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**

**Ernst & Young LLP**

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

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**Ernst & Young LLP**

*Debra Forbess*

*Jeffrey A. Sopshin*

By: Debra Forbess

By: Jeffrey A. Sopshin, Partner

*6-9-16*

May 25, 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

Respondent Name: Ernst & Young LLP

IN ORDER TO BE ELIGIBLE FOR AWARD RESPONDENTS MUST PROVIDE PRICES FOR ALL HOURLY POSITIONS LISTED BELOW. IN OTHER WORDS, THE RESPONDENT IS REQUIRED TO PROVIDE A PRICE IN EVERY BLANK ON THIS PRICING SHEET.

MANDATORY POSITIONS	
Position	Do Not Exceed Price Per Hour
Principal	\$380.00
Contract Manager	\$285.00
Project Manager	\$335.00
Analyst - Senior	\$335.00
Analyst - Junior	\$220.00
Subject Matter Experts	\$335.00

Descriptions for each Mandatory Position are contained in Attachment F-2.

All prices shall be inclusive of all costs, including staffing, fringe and other overhead, travel, and other expenses.

Prices shall be firm and shall not increase for the entire contract term.

**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 Ernst & Young LLP.**

## Part 3 - 4.4.3 Work plan and IV&V methodology

EY's IV&V methodology is an explicit risk quantitative process that proactively identifies the interrelationship of factors and conditions that could impede the success of a project. It is aligned with leading industry standards and models such as the Capability Maturity Model Integration (CMMI), the Project Management Institute's Project Management Body of Knowledge (PMBOK) and the International Organization for Standardization (ISO) 12207: Systems and software engineering - software life cycle processes.

Our IV&V methodology is a fact-based process that utilizes a proprietary risk prediction toolset coupled with advanced analytical simulations and frameworks to provide a quantitative view of the impact of risks. The complex nature of a project is identified by modeling the interrelationships between key project complexity factors and the risk impact on project objectives. In this manner, hidden issues and risks are uncovered so the root cause of problems can be identified. The forward-looking macro view of the program reveals the importance of effective project management during the execution phase, and provides a clear understanding of how the pre-project processes including benefits/inventive merit, complexity factors, risk determination, project selection, team formation, and aligned governance ultimately impact the successful outcomes of the project. This approach also effectively considers the importance of a properly designed and effectively implemented program governance process.

The overall IV&V methodology is designed to provide answers to critical questions, both from the executive and project management perspective, including those shown in the following table.

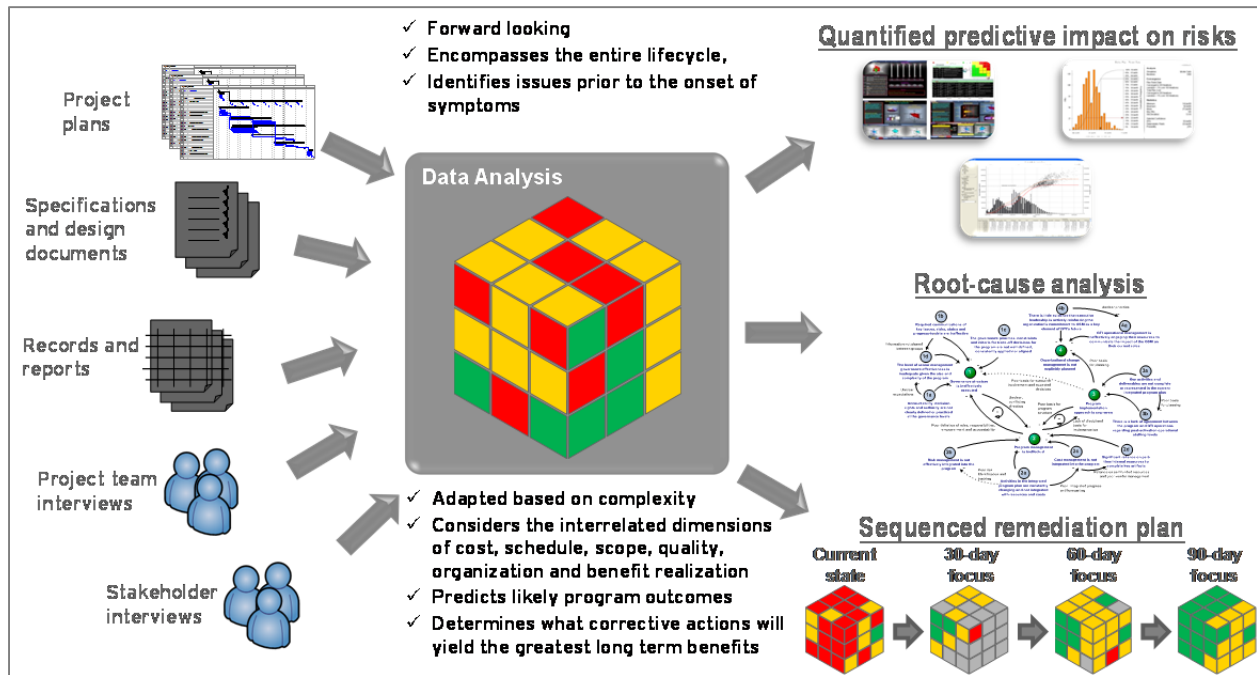
EY received the PMI Distinguished Project Award for IV&V work on the Web Infrastructure Treatment Services (WITS) project at the Florida Department of Children and Families. What distinguished this project from other projects is how it promoted the principles and processes associated with the PMBOK® Guide.



Key project questions	
Board and executive management questions	Project and program management questions
<ul style="list-style-type: none"> <li>▶ Is there proper transparency implemented to provide timely and accurate identification of risks and issues?</li> <li>▶ Is there proper visibility and controls in place to provide accurate cost and schedule estimates?</li> <li>▶ Is there an objective view of key risks that could negatively impact business operations or cause the business to not to realize planned program benefits?</li> </ul>	<ul style="list-style-type: none"> <li>▶ Are project scope, schedule, cost and benefits clearly communicated, aligned with business, understood and managed?</li> <li>▶ Can the project be governed to deliver results?</li> <li>▶ What will it cost to do it?</li> <li>▶ What is the chance of finishing the project on schedule?</li> <li>▶ Are stakeholders engaged in managing change to realize and sustain benefits?</li> <li>▶ What is the confidence level for project cost, schedule and quality outcomes?</li> <li>▶ What is the likelihood the team will have to work unreasonable hours per week to meet the schedule?</li> </ul>

## Overall methodology and testing approach

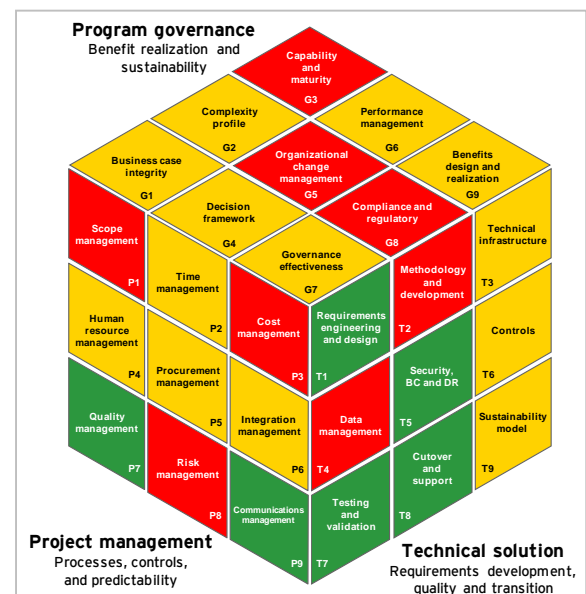
The following figure shows the overall methodology and testing approach we use for an IV&V Project.



## IV&V through a multifaceted evaluation

At the core of our IV&V methodology is a multi-dimensional evaluation of the risk interdependencies between program governance, project management and technical solution factors, as illustrated in the IV&V framework diagram to the right. This model has been successfully used to improve program effectiveness across more than 10 different industry sectors, including the government and public sector, representing more than 175 client programs from inception to closeout with a wide range of program complexities and development methodologies. The diagram comprises three dimensions (program governance, project management and technical solution), and each dimension is divided into nine facets. Each facet focuses on a specific area of its associated dimension and includes the following:

- ▶ General description and associated risks.
- ▶ Expectations for level of incorporation of the facet into the program based on the inherent program complexity including methodology and approach, templates and tools, work products, communications and coordination, and execute, monitor and control.
- ▶ Maturity descriptions consisting of five levels of maturity (initial, repeatable, defined, managed and optimized).
- ▶ Any applicable industry-leading practices and standards.
- ▶ Standard documentation typically associated with the defined expectations for the facet.
- ▶ Interview topics to be discussed during interviews with key program stakeholders.



## Program governance domain

Program governance specifies the decision rights and accountability framework to encourage the desired behavior in the organization necessary to achieve program objectives. It identifies who makes decisions (power), why they make them (alignment) and how they make them (decision process). Establishing an aligned and effective program governance process requires integrating key foundational and operational elements such as complexity management, decision framework and empowerment, and governance process effectiveness. We assess each of the program governance facets and highlight exposures and recommendations for improvement, as necessary, to help establish an aligned and effective program governance process. These facets include:

- ▶ G1: Business case integrity
- ▶ G2: Complexity profile
- ▶ G3: Capability and maturity
- ▶ G4: Decision framework
- ▶ G5: Organizational change management (OCM)
- ▶ G6: Performance management
- ▶ G7: Governance effectiveness
- ▶ G8: Compliance and regulatory
- ▶ G9: Benefits design and realization

## Project management domain

The project management approach and performance maturity must be aligned with the inherent program complexity. Without this, the program will lack appropriate visibility and predictability into achieving the expected outcomes. We assess each of the project management facets and highlight exposures and recommendations for improvement, as necessary, to help manage, control and facilitate the main project's business objectives.

- ▶ P1: Scope management
- ▶ P2: Time management
- ▶ P3: Cost management
- ▶ P4: Human resources management
- ▶ P5: Procurement management
- ▶ P6: Integration management
- ▶ P7: Quality management
- ▶ P8: Risk management
- ▶ P9: Communications management

## Technical solution domain

The assessment of the technical solution domain provides a better understanding of the technical implementation approach, decisions and current state stability of the project. We assess each of the technical solution facets and highlight exposures and recommendations for improvement, as necessary, to help manage, control and facilitate the achievement of business objectives:

- ▶ T1: Requirements engineering and design
- ▶ T2: Methodology and development
- ▶ T3: Technical infrastructure
- ▶ T4: Data management
- ▶ T5: Security, business continuity and disaster recovery
- ▶ T6: Controls
- ▶ T7: Testing and validation
- ▶ T8: Cutover and support
- ▶ T9: Sustainability model

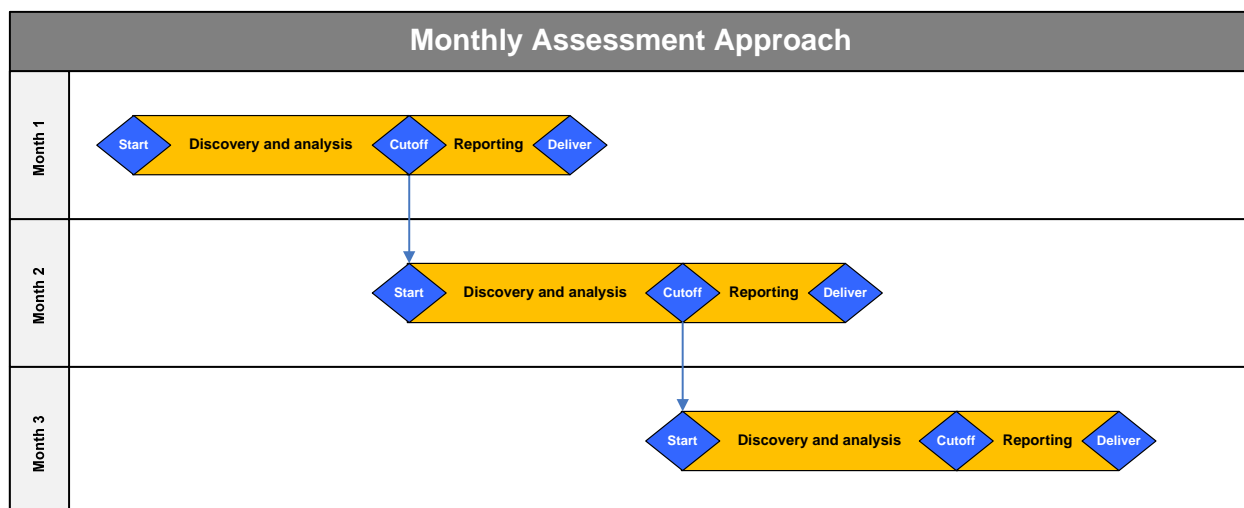
## Work plan

Our approach to providing IV&V services involves defining a formal project management approach including a project schedule managed using a project scheduling tool such as Microsoft Project. The IV&V project schedule is based on the defined work breakdown structure (WBS) that shows the relationship between all deliverables, activities and resources required to complete the IV&V project. The basic approach we use to develop the project schedule consists of the following activities:

- ▶ Develop a WBS that breaks down the project into its composite deliverables and associated activities.
- ▶ Sequence the identified activities based on the order they need to be completed.
- ▶ Estimate resources required to complete each of the identified activities.
- ▶ Estimate the duration for each activity.
- ▶ Develop the IV&V project schedule by incorporating the above information into a project scheduling tool (e.g., Microsoft Project).

We recommend approaching the IV&V project as a formal project which runs alongside the main project. The IV&V project approach and schedule should be synchronized with the main project schedule and continually monitored and adjusted, as required, to remain synchronized. Ideally, the IV&V project deliverable activities contained in the IV&V project schedule should be linked to the appropriate milestone completion activities of the associated deliverables contained in the main project schedule. This will facilitate managing the IV&V project so it properly supports the project. It will also provide additional information to the project managers and stakeholders in determining the effects of changes to the project schedule.

We also recommend incorporating a continuous work stream of IV&V discovery and analysis that is executed alongside the main project. This work stream is part of a periodic reporting methodology (typically monthly) illustrated in the figure below.

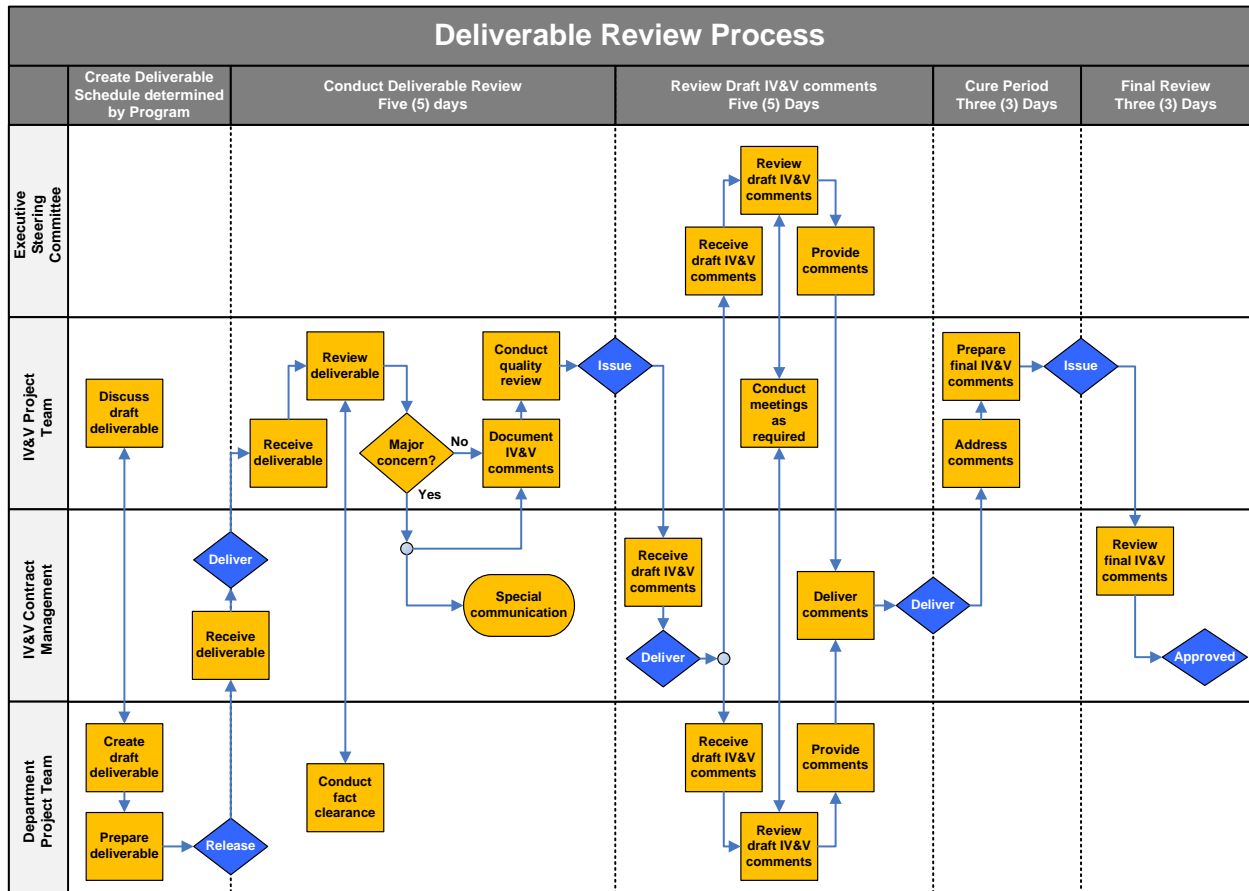


There are typically two types of deliverables associated with our IV&V approach: IV&V project management deliverables and IV&V assessment reports as shown in the below table.

Typical IV&V deliverables	
Project management deliverables	Assessment reports
<ul style="list-style-type: none"> <li>▶ <b>Kickoff presentation</b> - Used to formally kick off the IV&amp;V project to make sure that all stakeholders are aligned and that the project is set up for success.</li> <li>▶ <b>Project charter</b> - Authorizes the IV&amp;V Project and identifies the initial requirements that satisfy University needs and expectations.</li> <li>▶ <b>Project management plan (PMP)</b> - Identifies how the IV&amp;V project will be planned, executed, monitored and controlled, closed, and guides the decision making that occurs throughout the IV&amp;V project.</li> <li>▶ <b>IV&amp;V project schedule and WBS</b> - Shows the relationship between all deliverables, activities and resources required to complete the IV&amp;V project.</li> <li>▶ <b>Status reports</b> - Provide an update of IV&amp;V project progress and assessment results.</li> <li>▶ <b>Meeting minutes</b> - Summarize any formal IV&amp;V project meetings.</li> </ul>	<ul style="list-style-type: none"> <li>▶ <b>Baseline assessment report (BAR)</b> - Documents an initial assessment of the main project within the program governance, project management and technical solution dimensions against which project progress and deliverables can be measured. The BAR is also used to determine whether the key project management components are in place to manage the main project.</li> <li>▶ <b>Periodic assessment report (PAR)</b> - Provides a summary of the findings and recommendations resulting from ongoing monitoring activities of the IV&amp;V Project. The PAR also summarizes the assessment of the project organization and project management activities as well as describes how each key project characteristic has evolved since the last report (BAR or previous PAR).</li> <li>▶ <b>Deliverable review report (DRR)</b> - Contains an evaluation of key project deliverables produced, including: examination of each identified project deliverable for completeness, accuracy, and quality, detailed findings and recommendations for any deficiencies noted, and an examination of project deliverables for compliance with procurement documents and contract requirements.</li> </ul>

## Approach to reviewing project deliverables

Continual verification and validation regarding the quality of the work products (deliverables) produced by a project will be conducted to determine if they meet expectations. The following diagram shows the typical process used to review project deliverables and provide a formal deliverable review report on the deliverable.



The Deliverable Review Process is designed such that the IV&V Team will interact with the project team during the deliverable creation process and provide recommendations prior to the formal release of each deliverable. This provides additional value to the project team since potential issues can be surfaced and addressed early in the process. The IV&V Team works closely with the ESC, project team and other key stakeholders to notify relevant parties of defects within the deliverables and to prepare a special communication, if necessary.

## IV&V communications

As part of our core IV&V services methodology, we identify potential risks and opportunities associated with a project and develop actionable recommendations for addressing identified risks and opportunities. In an effort to maintain a “no surprises” approach, both formal and informal communications are used to provide this information to project stakeholders.

- ▶ **Informal communications** - Ongoing, real-time and strategic advice as well as thought leadership throughout the execution of the IV&V project.
- ▶ **Formal communications** - Include IV&V project weekly status report, IV&V project status meeting, ESC or other briefings, IV&V assessment reports, and special communications when it is determined that circumstances exist that put the scope, budget, schedule or viability of the project at significant risk.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

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## **Request for Proposals (RFP)**

### **Information Technology Independent Verification and Validation**

**RFP No. 05-80101507-IVV-B**

**September 2015**



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**ATTACHMENTS**

ATTACHMENT A VENDOR INFORMATION FORM  
ATTACHMENT B BACKGROUND AND EXPERIENCE CERTIFICATION FORM  
ATTACHMENT C RESPONSIBLE VENDOR REVIEW FORM  
ATTACHMENT D FINANCIAL CERTIFICATION FORM  
ATTACHMENT E REFERENCE FORM  
ATTACHMENT F-1 PRICE SHEET  
ATTACHMENT F-2 NOT TO EXCEED RATE DESCRIPTIONS  
ATTACHMENT G VENDOR RESPONSE CHECKLIST  
ATTACHMENT H TIMELINE OF EVENTS

## **1 Introduction**

The State of Florida (State), Department of Management Services (Department), invites interested Vendors to submit proposals in accordance with these solicitation documents for information technology Independent Verification and Validation (IV&V) services (Services).

The purpose of the solicitation is to establish a new State Term Contract (STC), for use by all Eligible Users to procure the Services. Also, please note that as specified in rule 74-1, Florida Administrative Code, collectively known as the Florida Information Technology Project Management and Oversight Standards (FITPMO Standards), State Agencies are required to employ Services for any IT project that meets the criteria identified therein. The FITPMO Standards became effective on July 16, 2015. It is unknown how much spending under the prospective contract will occur pursuant to the requirements in the FITPMO Standards vs. spending that will result from other needs identified by Customers; however, it is important for Vendors to be aware of the requirements contained in rule when responding to this RFP.

The Department intends to make multiple awards from this solicitation. However, the Department reserves the right to award to one or multiple Responsive and Responsible Vendors or to make no award, as determined to be in the best interest of the State.

This solicitation will be administered using the Department's e-procurement system, MyFloridaMarketPlace (MFMP). Information about submitting a proposal can be found in Section 3, Instructions, of this solicitation. Vendors interested in submitting a proposal to this solicitation must comply with all of the terms and conditions described within.

### **1.1 Objective**

The objective of the Department in issuing this solicitation is to establish a STC as defined by subsection 287.012(28), Florida Statutes for Services. Information regarding the desired services can be found in Section 6, Scope of Work, of this solicitation document.

### **1.2 Term**

The term of the prospective contract will be two (2) years, with up to (3) three renewal years. Renewal prices will remain the same as the prices in the original term.

### **1.3 Definitions**

The definitions listed below apply to this solicitation in addition to the definitions in the General Contract Conditions (PUR1000) and General Instructions to Respondents (PUR1001). In case of any conflict between these definitions and those of the PUR1000 and PUR1001, the definitions below will take precedence.

#### **1.3.1 Contract(s)**

An agreement that results from this competitive procurement, if any, between the Department and the Responsive and Responsible Vendor(s) who submit(s) the responsive proposal(s) (This definition replaces the definition in the PUR 1000.)

#### **1.3.2 Contractor(s)**

The Responsive and Responsible Vendor(s) awarded a Contract pursuant to this solicitation.

### 1.3.3 Customer

Any Eligible User as defined below in 1.3.4 & 1.3.7 that attempts to procure services under the Contract.

### 1.3.4 Eligible User

Per rule 60A-1.005, Florida Administrative Code (F.A.C.), the following entities are eligible users:

- 1.3.4.1 All governmental agencies, as defined in section 163.3164, Florida Statutes, which have a physical presence within the State of Florida;
- 1.3.4.2 Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

### 1.3.5 Independent

In the context of IV&V, "Independent" means that the process is objective and technically, managerially and financially independent from the agency whose activities are being evaluated.

### 1.3.6 Prior Relevant Experience

Working experience in the Services.

### 1.3.7 Other Eligible User (OEU)

An Eligible User that is not an "Agency" under section 287.012(1), Florida Statutes.

### 1.3.8 Respondent

A Vendor who submits a proposal to this solicitation.

### 1.3.9 Responsible Vendor

As defined in subsection 287.012(25), Florida Statutes, means a Vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

### 1.3.10 Responsive Proposal

As defined in subsection 287.012(26), Florida Statutes, means a proposal submitted by a responsible and responsive Vendor that conforms in all material respects to the solicitation.

### 1.3.11 Responsive Vendor

As defined in subsection 287.012(27), Florida Statutes, means a Vendor that has submitted a responsive proposal that conforms in all material respects to the solicitation.

### 1.3.12 Validation

In the context of IV&V, "Validation" is the assurance that a product, service or system meets the needs of the Customer.

### 1.3.13 Vendor

An entity representing to DMS that it is in the business of providing a commodity or contractual service.

#### 1.3.14 Verification

In the context of IV&V, “Verification” is the evaluation of whether or not a product, service, or system complies with regulation, requirements, specification, or imposed condition.

### 1.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator, at (850) 922-7535. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

### 1.5 Commodity Codes

The Commodity Code used for this solicitation and subsequent contract is 80101507, Information Technology Consulting Services, United Nations Standard Products and Services Codes (UNSPSC).

### 1.6 Procurement Officer

The person named below is the Procurement Officer issuing this solicitation. The Procurement Officer is the sole point of contact for information regarding this solicitation from the date of release of the solicitation until the contract award is made and announced in the Vendor Bid System (VBS).

Jerilyn Bailey, Bureau Chief  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Phone: 850-488-2773  
Email: [jerilyn.bailey@dms.myflorida.com](mailto:jerilyn.bailey@dms.myflorida.com)

#### 1.6.1 Submitting Questions

All questions regarding the content of this solicitation must be submitted in accordance with section 5 of the PUR 1001, which is incorporated by reference in section 3 of this solicitation. Directions on submitting questions can be found in section 2.5 of this solicitation.

#### 1.6.2 Limit on Contact Reminder

Please note: section 21 of the PUR 1001 incorporated into this solicitation by reference, provides the following:

“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

### **1.7 Must, Shall, Will and Is Required**

Although this solicitation uses terms such as “must”, “shall”, “will”, and “is required”, and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a proposal. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a proposal containing a deviation or omission will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

### **1.8 Who May Respond**

The Department will evaluate proposals from Responsive and Responsible Vendors that have Prior Relevant Experience to meet the specifications of this RFP.

The Department reserves the right to request additional information and/or clarification pertaining to the Respondent’s experience, ability, and qualifications to perform services described in this RFP, during the solicitation or after contract award.

A Respondent who fails to provide the requested information and/or clarification or submits false or erroneous information may not be deemed Responsive and shall not be awarded a contract.

If the Respondent’s Proposal is found to contain false and/or erroneous information after contract award, the contract may be terminated, and the Department may pursue any other legal action punishable by law. See section 9, 13<sup>th</sup> bullet, of the PUR 1001, regarding Respondent misstatements.

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## 2 Solicitation Overview

### 2.1 Governance

The solicitation is governed by Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code.

The solicitation has the following phases:

#### 2.1.1 Posting Phase

A solicitation formally begins when the Department posts a Notice of Solicitation in the Vendor Bid System (VBS). The VBS is the State of Florida's system of record, and all competitive solicitations are posted there.

Generally, the Notice of Solicitation posted in VBS consists of the solicitation number and name, as well as instructions for responding to the solicitation. Since July 1, 2003, the Department of Management Services has also used an online e-procurement system known as MFMP. Solicitations are conducted in the MFMP Sourcing application.

Solicitations conducted in MFMP can exist in two statuses:

##### 2.1.1.1 Preview Status

A solicitation published in MFMP is initially in Preview Status. When a solicitation is in Preview Status, potential Respondents, and the general public can view and download all the information related to a particular solicitation. Vendors who are registered with MFMP are able to submit questions using the MFMP "Messaging" tab. The Department will answer all questions submitted through the MFMP Messaging tab in a Question and Answer Addendum as described in section 2.4.

A solicitation remains in Preview Status until the Question and Answer Addendum is issued.

##### 2.1.1.2 Open Status

Once the Question and Answer Addendum is issued, a solicitation enters Open Status. When a solicitation is in Open Status, all Vendors who are registered with MFMP may submit proposals until the Due Date listed in the Timeline of Events, section 2.2.

#### 2.1.2 Evaluation Phase

Once all proposals are received, the Procurement Officer will examine the Mandatory Requirement Questions and other required documentation, as listed in Attachment G, to determine if each proposal is deemed responsive. Proposals deemed to not be Responsive will not be further evaluated or awarded.

Thereafter, the Evaluation Team will perform an evaluation of all responsive proposals using the Selection Methodology described in section 5. Following the evaluation, the Procurement Officer completes a Proposal Tabulation.

## **2.2 Timeline of Events**

Respondents should become familiar with the Timeline of Events, Attachment H. The dates and times within the Timeline of Events may be subject to change. All events following the Proposal Opening are anticipated and subject to change in time, date, and location. Any changes to the Timeline of Events will be made through an addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Vendor to check for any changes in both locations.

## **2.3 Pre-Proposal Conference**

A pre-proposal conference will not be held for this RFP.

## **2.4 Public Meetings During the Solicitation**

The Department may conduct public meetings related to this competitive solicitation. Members of the general public, current Vendors, potential Vendors, and interested persons may attend any public meeting. Anyone attending these meetings may be requested, but is not obligated, to register their attendance in a means provided by the Department at the time and location of the meeting.

Each public meeting will be held according to the Timeline of Events, section 2.2.

## **2.5 Question Period**

The Department invites interested and registered Vendors to submit questions regarding the solicitation through the MFMP “Messaging” tab (referred to as the “Q&A Board” in PUR 1001) during the defined Question Period. The Question Period begins in MFMP when the Department publishes a solicitation and closes according to the Timeline of Events, section 2.2 of this solicitation.

The purpose of the Question Period is to assist the Department in “...assuring the vendor’s full understanding of the solicitation requirements”, in accordance with section 287.057(2), Florida Statutes, by providing registered Vendors with written binding answers to questions about the solicitation.

In order to submit a question, Vendors must be registered in MFMP and able to access the “Messages” tab in the MFMP solicitation dashboard, per the PUR 1001 Form, incorporated into this solicitation by reference. The following quoted text replaces Paragraph 5 of PUR 1001:

“Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of these Instructions.”

**VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THIS RFP, INCLUDING THE PROPOSED CONTRACT TERMS AND CONDITIONS, DURING THE OPEN QUESTION PERIOD.**

## **2.6 Question and Answer (Q&A)**

The Department will issue an addendum containing the questions submitted by Vendors and the written binding answers of the Department. This addendum will be issued according to the Timeline of Events, section 2.2.

## **2.7 Addenda**

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Addenda issued will be posted on the VBS and within the MFMP Sourcing application. It is the Vendor's responsibility to check for any changes to a solicitation prior to submitting a proposal.

## **2.8 Contract Formation**

The Department intends to enter into a Contract with each awarded Vendor(s). The Contract(s) will be composed of the following:

- 2.8.1 Contract document
- 2.8.2 Solicitation document
- 2.8.3 Vendor's proposal to the Solicitation
- 2.8.4 Other Documentation (as required)

By submitting a proposal to this solicitation the Vendor agrees to and waives any objections to requirements contained therein. By submitting a proposal the Vendor certifies that it agrees to and satisfies all criteria specified in the solicitation.

*Please note: Any outstanding MFMP transaction fees owed or open reports listed in MFMP must be resolved to the Department's satisfaction prior to entering into any contract.*

## **2.9 Proposal Contents**

The Vendor's proposal shall be organized as directed in section 4 of this solicitation. Vendors shall complete each section entirely or the Vendor may not be deemed Responsive.

## **2.10 Documentation**

Pursuant to 119.071 Florida Statutes, a sealed proposal to this solicitation is exempt from public records disclosure until the Department provides notice of its intended decision or 30 days after opening of proposals, whichever comes earlier. Rejection of all proposals may result in up to 12 months of exemption from public records disclosure pursuant to section 119.071, Florida Statutes, for those proposals should the Department concurrently provide notice that it intends to reissue the competitive solicitation. Notwithstanding the prior statements in the section, portions of sealed proposals may remain confidential or exempt from disclosure if properly protected under other applicable law. See section 3.6.



### **2.11 Replacement or Withdrawal of Proposal**

A Vendor may replace or withdraw a sealed proposal at any time prior to the Proposal Opening listed in the Timeline of Events, section 2.2.

### **2.12 Diversity**

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Vendors doing business with the State is central to the Department's effort. To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State's procurement processes, including as subcontractors under prime contracts.

Enterprises that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the Department's Office of Supplier Diversity, which can be reached at this link:

[http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd)

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### 3 Instructions

This section contains the special instructions to Respondents and additional instructions relevant to the solicitation. General Instructions to Respondents (PUR 1001) is incorporated by reference and may be downloaded and viewed by clicking on the link here: [PUR 1001](#).

#### 3.1 MFMP Registration

In order to submit a question or a proposal, Vendors must have a current Vendor registration and elect "yes" to participate in Sourcing within the MFMP Vendor Information Portal (VIP). The VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>.

The MFMP Sourcing application may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

Registered Vendors: Login using your MFMP VIP username and password to view active solicitations. To see other solicitation information, please go to the VBS by visiting this site: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

Public Access: If you wish to view active solicitations in MFMP Sourcing click the 'Public Access' button. To see other solicitation information, please go to the VBS site. To participate in a solicitation within MFMP Sourcing, you must be a registered MFMP Vendor. If you are not currently registered with MFMP you must:

1. Create an account through the MFMP VIP.
2. Within MFMP VIP, indicate on the Solicitations page that you wish to participate in electronic solicitations.
3. Within the MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that your business would like to provide to the State. You will not receive notifications for commodities codes that you do not select here.

Please note that changes made in MFMP VIP, including new registrations, will take effect the following business day.

To register visit the MFMP VIP site: <https://vendor.myfloridamarketplace.com/vms-web/spring/login>

**All Vendors must join the Event by the date listed in the Timeline of Events, section 2.2, in order to participate in the solicitation.**

For questions, please contact the MFMP Customer Service Desk at 1-866-352-3776 or email [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

The awarded Vendor(s) will be required to pay the required transaction fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Effective November 1<sup>st</sup>, 2015, through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will change from one percent (1%) to seven-tenths of one

percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

### **3.2 MFMP Training**

MFMP offers Vendor training materials on the Department's website at:

<http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

Vendors may download the pdf documents for review.

### **3.3 How to Submit a Proposal**

Vendors will submit their proposals electronically via the MFMP Sourcing tool. The Department will only evaluate proposals submitted using MFMP Sourcing. Vendors must answer the Mandatory Requirement questions listed in section 4.1 in order to be able to submit a proposal.

Vendors that fail to submit all required information may not be deemed Responsive.

Graphics, colored displays, and promotional material are not permitted. The emphasis of each Vendor's proposal shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this solicitation.

Vendors are responsible for submitting their proposals by the date and time specified in the Event Timeline located in section 2.2 of this solicitation. The Department will not consider late proposals.

### **3.4 Additional Information**

Failure to supply supporting information or documentation as requested by the Department may result in the Vendor being determined to not be a Responsive Vendor and their proposals not being considered.

### **3.5 No Alternate Proposal**

Each Vendor may only submit one proposal. The Department seeks each Vendor's single-best proposal for the State of Florida, as outlined in the solicitation.

### **3.6 Redacted Submissions**

The following subsection supplements section 19 of the PUR 1001. If a responding Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure, pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Vendor is to mark the document as "Confidential", simultaneously provide the Department with a separate redacted copy of its proposal, 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 Department's solicitation name, number, and the name of the responding Vendor on the cover, and is to be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Vendor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the responding Vendor such an assertion has been made. It is the responding Vendor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the responding Vendor in a legal proceeding, the Department shall give the responding Vendor prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The responding Vendor shall be responsible for defending its determination that the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a solicitation, the responding Vendor agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the responding Vendor's determination that the redacted portions of its solicitation are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the responding Vendor 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.

### **3.7 Price Sheet Instructions**

RESPONDENTS SEEKING AN AWARD MUST PROVIDE PRICES FOR ALL HOURLY MANDATORY POSITIONS IDENTIFIED ON ATTACHMENT F-1 IN ORDER TO BE DEEMED RESPONSIVE.

Pricing offered to the State of Florida for this solicitation shall be the best price available to the State and shall be comparable to or better than the best available pricing offered by the Respondent to similarly situated government entities. Other states similar in size and buying power to the State of Florida are California, New York, Texas.

Prices shall not increase for the entire Contract term.

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## 4 Vendor Submission

This section contains the substance of the requested proposal. Vendors do not need to respond to any other sections, or provide any other documentation than what is required in this section. Vendors shall answer all mandatory questions and are to submit all documentation requested as part of this section, in accordance with the instructions presented for each subsection.

### 4.1 Mandatory Requirement Questions

Vendors will submit a Yes/No response to the following Mandatory Requirement Questions within MFMP Sourcing. A Vendor must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible.

**VENDORS THAT ANSWER “NO” TO ANY OF THE MANDATORY REQUIREMENT QUESTIONS ARE CONSIDERED NON-RESPONSIVE VENDORS AND THEIR PROPOSAL WILL NOT BE FURTHER EVALUATED.**

Mandatory Requirement Questions	
Question 1	Does the Vendor certify that it has an ACTIVE registration with the Florida Department of State, Division of Corporations?
Question 2	Does Vendor certify that it is not a Discriminatory Vendor or Convicted Vendor, as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> ?
Question 3	Does Vendor certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section <a href="#">215.473</a> , Florida Statutes?
Question 4	Does Vendor certify that it is not on the Suspended Vendor list? Click on this link to confirm: <a href="#">lists</a>
Question 5	Does Vendor certify that it has read the entire solicitation document and agree to all Terms and Conditions?

### 4.2 Uploading Documentation

Responding Vendors must upload an electronic copy of all required documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, responding Vendors are to download the attachment, fill it out, and then attach the completed copy in the link provided.
- In the case of original or signed documentation, responding Vendors may attach scanned copies of original documents.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

### **4.3 Contents of Proposal**

Vendors are to submit their proposal in the following format and organized with all information indicated in each part below.

Proposals are to be organized in parts as directed below. Respondents are to complete each section entirely or the Respondent may not be deemed Responsive.

The following is to be submitted as a single attachment through MFMP:

#### **PART ONE:** Vendor information is to be submitted as described below.

##### 4.3.1 Vendor Introduction

- a) Cover Letter/Executive Summary: IV&V Vendor may submit a Cover Letter with its Response. The letter will not be scored but may be used by the Vendor to introduce and highlight the key aspects of its Response for the Evaluation Team.

##### 4.3.2 Forms and Documents

Vendors shall submit:

- a) Vendor Information Form (Attachment A). Vendor is to submit one completed Vendor Information form.
- b) Background and Experience (Attachment B)  
The Vendor is to submit Company's Information Technology and IV&V Experience, as described in section 5.3.1.
- c) Responsible Vendor Review Form  
The Vendor is to submit one completed and notarized Responsible Vendor Review form (Attachment C), as described in section 5.2.
- d) Financial Certification Form  
The Vendor is to submit one completed and notarized Financial Certification form (Attachment D), as described in section 5.2.

#### **PART TWO:** Staff Qualifications

- 4.4.2 The Vendor shall submit Staff Qualifications information, as described in section 5.3.2.

#### **PART THREE:** Work Plan and IV&V Methodology

- 4.4.3 The Vendor shall submit Work Plan and IV&V methodology, as described in section 5.3.3.

#### **PART FOUR:** References shall be completed as described below.

##### 4.3.3 References (Attachment E)

The Vendor shall submit three (3) completed Reference forms (Attachment E), as described in section 5.3.4.

**PART FIVE:** Price information shall be completed as described below.

4.3.4 Price Sheet (Attachment F-1)

Vendor is to submit the completed Price Sheet as indicated in section 3.7, Price Sheet Instructions.

**4.4 Submission Capacity Requirements**

Due to the large amount of Vendor responses anticipated the Department has determined that the following shall be the capacity requirements of each Vendor's submission:

<b>Part</b>	<b>Title</b>	<b>Page Limit</b>
<b>1</b>	Executive Summary	1
	Vendor Information Form (Attachment A)	1
	Background and Experience (Attachment B)	1
	Responsible Vendor Review Form (Attachment C)	2
	Financial Certification Form (Attachment D)	1
<b>2</b>	Staff Qualifications	6
<b>3</b>	Work Plan and IV&V Methodology	5
<b>4</b>	References (Attachment E)	6
<b>5</b>	Price Sheet (Attachment F-1)	1
Total page allowable for RFP Proposal Response		24

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## 5 Evaluation Methodology

This section describes the methodology that the Department will use to evaluate responding Vendor(s). Evaluations will be conducted by an Evaluation Team. Scoring will be based on a possible total of 1000 points.

### 5.1 Vendor Responsiveness Evaluation

The Procurement Officer will examine the Vendor's answers to the Mandatory Requirement Questions, the Vendor's completed Price Sheets, and the Vendor's other required documentation, as listed in Attachment G, to determine if the Vendor is deemed Responsive. Vendors that fail to provide all required documentation, completed price sheet, or mandatory questions will not be deemed Responsive.

### 5.2 Vendor Responsibility Evaluation (Attachments C & D)

Respondent shall complete both the Responsible Vendor Review Form (Attachment C) and the Financial Certification Form (Attachment D). The Department will use these completed forms to determine if a Respondent is a Responsible Vendor.

### 5.3 Vendor Proposal Evaluation:

The following criteria will be used to evaluate proposals:

Criteria	Maximum Possible Score
Background and Experience	200
Staff Qualifications	100
Work Plan and IV&V Methodology	300
References	200
Price Evaluation	200
<b>Total Score Possible</b>	<b>1000</b>

#### 5.3.1 Background and Experience (200 points)

Respondent will be scored based on their background and experience. Respondent shall complete the Background and Experience Certification form (Attachment B) and include it with its submission.

Score for the Background and Experience will be given as follows:

Up to 3 years IV&V experience	50
3 to 7 years IV&V experience	100
7 to 10 years IV&V experience	150
10 plus years IV&V experience	200

#### 5.3.2 Staff Qualifications - (100 points)

This portion will be scored based on Respondent's ability to demonstrate their staff's IV&V experience. Respondent shall clearly demonstrate that their organization possesses relevant experience and expertise to effectively satisfy the requirements of this RFP.

Respondent's proposal should identify all staff qualifications to provide the services, including relevant and related IV& V experience, and educational backgrounds and degrees.



Respondent's proposal should show that Respondent's staff has the following:

- Extensive experience in providing Independent Verification and Validation of a projects with the intent of protecting Customer's interests.
- Specific experience in conducting Independent Verification and Validation to provide documented evaluations and assessments throughout the project lifecycle.
- Expertise in the review and analysis of the artifacts and deliverables to evaluate the effectiveness of project management processes, systems development methodologies, and execution.
- Sufficient experience with industry standard best practices and methodology in risk and issue analysis and management.
- Proficiency in guidance and training related to industry-standard best practices and methodologies in project management and systems development.
- Significant experience with industry-standard best practices regarding quality principles and techniques.

Staff Qualifications will be evaluated using the following scoring methodology:

Excellent	The Vendor's staff qualifications extensively demonstrate exceptional IV&V experience and expertise.	100
Acceptable	The Vendor's staff qualifications adequately demonstrate sufficient IV&V experience and expertise.	75
Fair	The Vendor's staff qualifications minimally demonstrate limited IV&V experience and expertise.	50
Poor	The Vendor's staff qualifications fail to demonstrate its IV&V experience and expertise.	0

### 5.3.3 Work Plan and IV&V Methodology - (300 points)

Respondent shall provide a well-conceived Work Plan and IV&V methodology that will become part of the prospective contract.

The Work Plan and IV&V methodology will be evaluated using the following scoring methodology:

Excellent	Vendor's work plan and IV&V methodology extensively demonstrates exceptional quality assurance & assessment protocols.	300
Acceptable	Vendor's work plan and IV&V methodology adequately demonstrates sufficient quality assurance & assessment protocols.	200
Fair	Vendor's work plan and IV&V methodology minimally demonstrates limited quality assurance & assessment protocols.	100
Poor	Vendor's work plan and IV&V methodology fails to demonstrate its quality assurance & assessment protocols.	0

**5.3.4 References (Value of 200 points)**

Respondent must provide three (3) completed Reference forms (Attachment E). To be eligible for award three completed Reference forms must be provided by the Respondent.

Each reference will be based on a SPECIFIC PROJECT for which IV&V services were provided by the Vendor.

The references submitted will be validated during the evaluation of proposals.

Score for the References will be given as follows:

Excellent	All of the Vendor's References are 3 stars	200
Average	All of the Vendor's References are 2 & 3 stars	150
Below Average	All of the Vendor's References are 1, 2 & 3 stars	100
Poor	All of the Vendor's References are 0 stars	0

**5.3.5 Price Evaluation (Value of 200 points)**

As detailed below, pricing for the six (6) mandatory positions identified on Attachment F-1, and as described in Attachment F-2, will be scored using the following methodology:

Position	Percent of Total Points Available Per Position	Highest Points Available Per Position
Principal	10%	20
Contract Manager	10%	20
Project Manager	25%	50
Analyst - Senior	25%	50
Analyst - Junior	20%	40
Subject Matter Experts	10%	20

The Respondent with the lowest total price per mandatory position shall receive the total points available per position. Other Respondents shall receive price evaluation points based upon the following formula:

$$\frac{(X)}{N} \times 200 = Z$$

Where:

X = lowest total price received per position

N = Vendor's submitted total lowest price per position

Z = points awarded per position

The total points awarded per position will be added together for each Respondent to determine the total price evaluation points awarded per Respondents.

The assignment of the points based on the above formula will be calculated by the Procurement Officer.

#### **5.4 Basis of Award**

The Department anticipates awarding up to 20 contracts to Responsive and Responsible Vendor(s) with the highest total scores that are found to be the most advantageous to the State.

#### **5.5 Disqualification**

Proposals that do not conform in all material respects to the requirements, specifications, terms, and conditions of the solicitation may be rejected as non-responsive. The Department reserves the right to determine which Vendors are Responsive and Responsible.

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## 6 Scope of Work

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 Customer's interests.
- Providing personnel, processes, approaches and tools to perform IV&V services for Florida information technology projects
- Performing assessments on both 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 and 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.

Note: More information on the Scope of Work can be found in the Draft Contract below.

### 6.1 Ongoing Contractor Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractors. These tools will include the Contractor Performance Survey (Exhibit D of the draft Contract). Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and its Customers. 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).

## 7 Draft Contract Document



### Information Technology Independent Verification and Validation

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

**Between Florida Department of Management Services and \_\_\_\_\_**

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 \_\_\_\_\_.

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 July 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 05-80101507-IVV-B, 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. Statement of Work**

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

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.

### **4. 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 Customer's interests.
- Providing personnel, processes, approaches and tools to perform IV&V services for Florida information technology projects
- Performing assessments on both 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 and 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 awarded Contractor(s) 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 agency 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 required in Statements of Work issued by Customers in a Request for Quote.

IV&V Management Plan	Develop an IV&V Management Plan to include: <ul style="list-style-type: none"> <li>• A detailed description of how the IV&amp;V Vendor plans to perform the IV&amp;V services. This description must include methodologies, strategies, standards, and approaches employed by the IV&amp;V Vendor for executing each of the IV&amp;V activities within this Scope of Work.</li> <li>• An organizational structure which reflects, among other things, coordination activities among the IV&amp;V Vendor, the Project Manager and team, the Project Sponsor, Customers, and any oversight entities involved in the project.</li> <li>• Description of resources assigned to IV&amp;V activities, tasks, and deliverables.</li> <li>• Description of the deliverables to be produced as a result of the IV&amp;V activities.</li> </ul>
IV&V Schedule	Develop an IV&V schedule
IV&V Status Reports / Meetings	<ul style="list-style-type: none"> <li>• Hold IV&amp;V status meetings with IV&amp;V team, Project Manager and Project Sponsor.</li> <li>• Hold IV&amp;V status meetings with oversight entities as requested by these entities.</li> </ul>

Initial Project Assessment Report	<ul style="list-style-type: none"> <li>• Evaluate sufficiency of project scope and objectives, including alignment to legislative intent and its impact on agency processes and services</li> <li>• Review the Project Management Plan and the planned development of project's schedule, resources, tasks, structures, processes, and procedures, to assess the overall maturity of the project's planning.</li> <li>• Assess the project's organizational, governance, and communication processes</li> <li>• Review the impact of any procurement requirements and deadlines.</li> </ul>
Project Lessons Learned	Document lessons learned throughout the project and provide a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects.
Weekly Project Assessment Updates	Provide weekly updates (between Monthly Reports) to assess project status, project management strengths and deficiencies, schedule effectiveness and earned value measures and recommendations for correcting identified variances from best practices.
Monthly Project Assessment Reports	Summarize the results of ongoing project monitoring and provide findings and recommendations for improvement of project management and processes.
Special Communication	Special communication to all stakeholders will be generated immediately when the awarded Contractor(s) 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	<ul style="list-style-type: none"> <li>• Describe project status and progress for the current phase of the project, and plans for the upcoming phase</li> <li>• Provide an analysis of the project's ability to meet future project milestones and deliverables and recommendations on project/agency readiness to proceed to the next phase.</li> </ul>
Verification and Validation of Project Deliverables	<p>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 Plan / 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>• Agency Project Management Status Reports</li> <li>• Disaster Recovery Plan</li> </ul>
Review of Solicitation and Procurement Documentation	Review of 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 Vendor, subcontractors, and external staff are clearly defined and aligned to facilitate success.

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.

**5. 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: [insert name]

\_\_\_\_\_  
By: [insert name]

\_\_\_\_\_  
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

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 Customer 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 dates of 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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

**Exhibit B  
Pricing Sheet**

<Awarded Contractor's submitted price sheet will be inserted here>

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

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

<Awarded Contractor's Work Plan & IV&V Methodology will be inserted here>

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

**Exhibit D  
Contractor Performance Survey**

Customers shall complete this Contractor Performance Survey 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 1.39 of Contract Number 80101507-SA-15-1.

Contractor's Name: \_\_\_\_\_ Quarter: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ PO Total \$ Amount: \_\_\_\_\_

PO Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_

Please review the attached Rating Definitions and provide your opinion by rating the following:

**Quality of Service**

- |                                   |                            |                            |                            |                            |
|-----------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1. Effectiveness performing tasks | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 2. Quality & completeness of work | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Cost Control**

- |   |                            |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 3. Accurately estimated and controlled costs to complete work | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 4. Submitted, timely, accurate & complete invoices            | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Timeliness of Performance**

- |   |                            |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 5. Adherence to delivery schedule (major tasks, milestones)       | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 6. Timely, current & complete reporting, tracking & documentation | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Business Relations**

- |  |                            |                            |                            |                            |
|--|----------------------------|----------------------------|----------------------------|----------------------------|
| 7. Effectively communicated with Agency management & staff   | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 8. Contractor staff was professional, cooperative & flexible | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Customer Satisfaction**

- |   |                            |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 9. Overall Satisfaction with Contractor | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
|---|----------------------------|----------------------------|----------------------------|----------------------------|

Comments: (Please use additional page if necessary.)

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

Agency: \_\_\_\_\_ Division/Section/Unit: \_\_\_\_\_

Rater's Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Rater's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_



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

**Exhibit D  
Contractor Performance Survey**

**Rating Definitions**

**Excellent ★★★★★ (4)**

- There are no quality problems.
- There are no cost issues.
- There are no delays.
- Responses to inquiries, technical, service, and administrative issues are effective and responsive.

**Average ★★★ (3)**

- Non-conformances do not impact achievement of contract requirements.
- Cost issues do not impact achievement of contract requirements.
- Delays do not impact achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is usually effective and responsive.

**Below Average ★★ (2)**

- Non-conformances require minor Agency resources to ensure achievement of contract requirements.
- Cost issues require minor Agency resources to ensure achievement of contract requirements.
- Delays require minor Agency resources to ensure achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.

**Poor ★ (1)**

- Non-conformances are compromising the achievement of contract requirements.
- Cost issues are compromising performance of contract requirements.
- Delays are compromising the achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is not effective and responsive.

---

**Scoring:** Ratings will be averaged together and then rounded to achieve the Overall Contractor Performance Rating.

**ATTACHMENT A**

**VENDOR INFORMATION FORM**

COMPANY NAME: \_\_\_\_\_

COMPANY FEIN: \_\_\_\_\_

COMPANY HEADQUARTERS ADDRESS: \_\_\_\_\_

PRIMARY PLACE OF BUSINESS: \_\_\_\_\_

Primary Solicitation Contact Person:

Please identify the person who will be the primary contact in relation to this Solicitation:

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

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

Alternate Solicitation Contact Person:

Please identify the person who will be the secondary contact in relation to this Solicitation:

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

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contract Manager:

Please identify the person who will be responsible for managing the Contract on your behalf if award is made:

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

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

**ATTACHMENT B**

**BACKGROUND AND EXPERIENCE CERTIFICATION FORM**

The undersigned, having read all the specifications contained herein certifies the following:  
I, \_\_\_\_\_ am the \_\_\_\_\_ of  
*(Authorized Representative's Name)* *(Title)*

\_\_\_\_\_ hereinafter "Vendor," and am legally authorized to  
*(Vendor's Company Name)*  
represent and bind the Vendor and have personal knowledge of the information provided below.

I hereby certify that the following information is true and correct to the best of my knowledge:

Provide brief description of company:

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

Company incorporation date: \_\_\_\_\_

Provide brief background of company:

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

How many years of IV&V experience does the company have? (Check one)

- Up to 3 years IV&V experience
- 3 to 7 years IV&V experience
- 7 to 10 years IV&V experience
- 10 plus years IV&V experience

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME

**ATTACHMENT C**

**RESPONSIBLE VENDOR REVIEW FORM**

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

**Respondent Address:** \_\_\_\_\_

Vendors are required to answer the questions set forth below, and for each **“YES”** answer provide a detailed, written explanation (in Section One of its Response) relevant to each **“YES”** answer and attach copies of documents relevant to written explanation(s) provided.

The undersigned, as an authorized representative of the above-named Respondent, having direct knowledge of the legal affairs and contractual relationships and responsibilities of Respondent, hereby attests to the accuracy of the following information:

1. Within the past five (5) years, have there been any civil or criminal judgments or settlements for any actions against the above-named respondent related to fraud?

Yes  No

2. Within the past five (5) years, has the Respondent submitting the proposal had any of its contracts terminated for cause?

Yes  No

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
SIGNED BY (Print Name):

\_\_\_\_\_  
DATE:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_,  
\_\_\_\_\_ who is personally known to me, or who has produced the following form of

Identification: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

(Seal)

Name of Notary: \_\_\_\_\_  
*(print, type, or stamp)*

**ATTACHMENT D**

**FINANCIAL CERTIFICATION FORM**

As a risk management best practice and part of the Responsible Vendor determination (pursuant to ss. 287.057 and 287.012, F.S.) the Department requires this Financial Certification regarding the Vendors' financial stability, viability and capacity. The Vendor **shall submit** this Financial Certification with its response. To be eligible for award as a Responsible Vendor, Vendor must be able to respond "YES" to each statement on this attachment.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
*(Authorized Representative's Name)* *(Title)*

\_\_\_\_\_ hereinafter "Vendor," and am legally authorized to  
*(Vendor's Company Name)*

represent and bind the Vendor. Having been duly sworn, I do hereby certify the following:

- 1. I have direct knowledge of the financial condition and operations of Vendor.  
 Yes  No
- 2. To the best of my knowledge and belief, Vendor has financial resources sufficient to pay its immediate and short-term obligations.  
 Yes  No
- 3. To the best of my knowledge and belief, Vendor has financial resources sufficient to pay its long-term obligations and remain in business over the life of the Contract.  
 Yes  No
- 4. To the best of my knowledge and belief, Vendor's operations generate income which exceeds Vendor's operating expenses.  
 Yes  No
- 5. To the best of my knowledge and belief, Vendor has the capacity to provide the goods or services specified in the Contract.  
 Yes  No

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
SIGNED BY (Print Name):

\_\_\_\_\_  
DATE:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_,  
\_\_\_\_\_ who is personally known to me, or who has produced the following form of

Identification: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

(Seal)

Name of Notary: \_\_\_\_\_  
*(print, type, or stamp)*

**ATTACHMENT E**  
**REFERENCE FORM**

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

This form must be **completed by the person giving the reference** on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a Department of Management Services (DMS) competitive solicitation. Upon completion of this form, please return original to Respondent so they may include in their response to DMS's competitive solicitation.

INFORMATION REQUEST:	RESPONSE
Person Completing Reference: Name, Title, Work Address and Phone Number	
Name of project for which Vendor performed IV&V services:	
Length of engagement in months:	
Brief Description of Project:	
IV&V Methodology or approach used for the project:	
Responsibilities Performed by the IV&V Vendor and Deliverables Produced:	

Would you contract with this Vendor to perform this work again?	Yes / No
---	----------

Overall rating of Respondent's performance on the above-mentioned project (Check one):

- ★★★★ Excellent
- ★★★ Average
- ★★ Below Average
- ★ Poor

\_\_\_\_\_  
PERSON COMPLETING REFERENCE SIGNATURE

\_\_\_\_\_  
DATE

**ATTACHMENT F-1**

**PRICE SHEET**

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

IN ORDER TO BE ELIGIBLE FOR AWARD RESPONDENTS MUST PROVIDE PRICES FOR ALL HOURLY POSITIONS LISTED BELOW. IN OTHER WORDS, THE RESPONDENT IS REQUIRED TO PROVIDE A PRICE IN EVERY BLANK ON THIS PRICING SHEET.

<b>MANDATORY POSITIONS</b>	
<b>Position</b>	<b>Do Not Exceed Price Per Hour</b>
Principal	
Contract Manager	
Project Manager	
Analyst - Senior	
Analyst - Junior	
Subject Matter Experts	

Descriptions for each Mandatory Position are contained in Attachment F-2.

All prices shall be inclusive of all costs, including staffing, fringe and other overhead, travel, and other expenses.

Prices shall be firm and shall not increase for the entire contract term.

\_\_\_\_\_  
SIGNATURE:  
\_\_\_\_\_  
SIGNED BY (Print Name):  
\_\_\_\_\_  
DATE:



## ATTACHMENT F-2

### DESCRIPTIONS OF MANDATORY POSITIONS

This attachment describes the core functional responsibilities of the personnel offered by the Contractor to provide services under the Contract.

#### MANDATORY POSITIONS

##### **Principal**

###### Functional Responsibilities:

- Providing executive level consultation services to the Agency
- Providing senior-level interface with the Agency and managing daily operations
- Organizing and directing the overall performance of the contract
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Agency relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources, and material assets
- Formulating and enforcing work standards

##### **Project Manager**

###### Functional Responsibilities:

- Managing the day-to-day operations of the IV&V team
- Ensuring the quality and timely completion of deliverables
- Serves as the contractor's authorized point of contact for assigned work
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on projects
- Providing the state status reports clearly describing the status of the IV&V efforts
- Developing and maintaining working relationships with various customers to ensure accuracy of information and consistency of IV&V activities and assessments
- Identifying areas of risk to cost, schedule, scope, and quality on the projects
- Providing recommendations on risk mitigation or contingency options
- Identifying and reporting deviations from plans or execution of those plans that may jeopardize the project(s)
- Ensuring all proper communications have been identified, documented and are taking place
- Ensuring the timely performance and completion of all contractual obligations

##### **Contract Manager**

###### Functional Responsibilities:

- Providing responsibility and accountability for successful performance of the contract
- Planning and directing the project to ensure all contract tasks are completed with the estimated timeframes and budget.
- Managing business terms and conditions contracts
- Coordinating all resulting contract activities
- Monitoring the contractor's progress and performance to ensure services conform to the contract requirements
- Meeting with Agency staff in person or by phone at the request of Agency representatives to discuss issues pertinent to the contract

- Resolving disputes in a timely manner
- Maintaining appropriate records

### **Senior IV&V Analyst**

#### Functional Responsibilities:

- Applying consultative, and technical expertise in fulfillment of contract deliverables and Statements of Work
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing project tasks in successful delivery of services
- Developing and defining strategic visions
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Directing project activities in fulfillment of contract deliverables and Statements of Work
- Writing IV&V reports and presenting findings to client
- Conducting compliance review and assessment of planning, requirements, design, construction, testing, and implementation deliverables
- Evaluating assigned IT projects to determine application of industry best practices, assess project risks, and identify recommendations to optimize project performance
- Verifying products conform to technical and non-technical requirements

### **Junior IV&V Analyst**

#### Functional Responsibilities:

- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Writing IV&V reports
- Conducting compliance review and assessment of planning, requirements, design, construction, testing, and implementation deliverables
- Evaluating assigned IT projects to determine application of industry best practices, assess project risks, and identify recommendations to optimize project performance
- Verifying products conform to technical and non-technical requirements

### **Subject Matter Expert (SME)**

#### Functional Responsibilities:

- Providing knowledge and recognized expertise in the specific subject area of the project
- Understanding and providing in-depth knowledge of the business processes of the project
- Providing consultative expertise in fulfillment of contract deliverables and Statements of Work
- Articulating and implementing best practices related to the subject area of project
- Applying expertise to support the project's vision and strategic direction

## ATTACHMENT G

### VENDOR RESPONSE CHECKLIST

The following checklist is provided to help Vendors to verify that all the RFP response requirements have been completed and provided as instructed.

Part	Proposal Response Item	Completed and Provided as Instructed?	Reference to Proposal Response Section
1	Cover Letter/Executive Summary	YES <input type="checkbox"/>	4.3.1.a.
	Vendor Information Form (Attachment A)	YES <input type="checkbox"/>	4.3.2.a.
	Background and Experience (Attachment B)	YES <input type="checkbox"/>	5.3.1
	Responsible Vendor Review Form (Attachment C)	YES <input type="checkbox"/>	5.2
	Page 2, if needed for Responsible Vendor Review Form	YES <input type="checkbox"/>	Attachment C
	Financial Certification Form (Attachment D)	YES <input type="checkbox"/>	5.2
2	Staff Qualifications	YES <input type="checkbox"/>	5.3.2
3	Work Plan and IV&V Methodology	YES <input type="checkbox"/>	5.3.3
4	References (Attachment E)	YES <input type="checkbox"/>	5.3.4
5	Price Sheet (Attachment F)	YES <input type="checkbox"/>	3.7

## ATTACHMENT H

### TIMELINE OF EVENTS

The dates and times within this Timeline of Events may be subject to change. All events following the Proposal Opening are anticipated and subject to change in time, date, and location. All changes to the Timeline of Events will be through an addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Vendor to check for any changes in both locations.

Event	Time	Date
Solicitations Notification posted in the VBS Solicitation Opens in MFMP in Preview Mode		September 1, 2015
Question Submission Deadline	5:00 pm Est	September 11, 2015
Anticipated Date of Answers Addendum		September 24, 2015
Vendors May Begin Submitting Proposals in MFMP	12:00 pm Est	October 2, 2015
Last day to register as a new vendor in MFMP and join the Event	5:00 pm Est	October 5, 2015
Proposals Due in MFMP	2:30 pm Est	October 7, 2015
Public Meeting: Proposal Opening <b>Non-Mandatory</b> for Respondents Rm 315K, Dept. of Management Services 4050 Esplanade Way, Tallahassee, FL 32399	2:30 pm Est	October 7, 2015
Proposal Evaluation Period		October 12 – 30, 2015
Anticipated date to post Notice of Intent to Award		November 10, 2015
Anticipated Contract Start Date		July 1, 2016

#### **More info on MFMP**

If you are not already registered, or need to update your registration, you can do so through the MFMP Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com/>.

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.