



**State Term Contract
No. 80101507-21-STC
For
Information Technology Independent Verification and Validation Services**

This Contract is between the State of Florida (State), Department of Management Services (Department), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and Public Consulting Group LLC (Contractor) with offices at 621 Capitol Mall, Suite 1425, Sacramento CA 95814, collectively referred to herein as the "Parties."

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) No. 21-80101507-RFP, Information Technology Independent Verification and Validation Services. After the evaluation of Proposals, the Department determined that the Contractor's Proposal is among those that are the most advantageous to the State and has decided to enter into this Contract.

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on December 16, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 15, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for up to three (3) years, pursuant to Exhibit B, Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated attachments and exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract documents shall have priority in the order listed:

- a) Statement of Work, Exhibit A
- b) Contractor's Submitted Cost Proposal, Exhibit F
- c) Additional Special Contract Conditions, Exhibit G
- d) Special Contract Conditions, Exhibit B

State Term Contract No. **80101507-21-STC**
For
Information Technology Independent Verification and Validation Services

- e) Contract Exhibit C, Job Titles
- f) Contract Exhibit D, (IT) IV&V Work Plan and Methodology
- g) Contract Exhibit E, Contractor Performance Survey

IV. Contract Management.

Department's Contract Manager:

Frank Miller
 Division of State Purchasing
 Florida Department of Management Services
 4050 Esplanade Way, Suite 360
 Tallahassee, Florida 32399-0950
 Telephone: (850) 488-8855
 Email: Frank.miller@dms.fl.gov

Contractor's Contract Manager:

Nicolle Suvada
 Public Consulting Group LLC
 621 Capitol Mall, Suite 1425
 Sacramento, CA 95814
 Telephone: (904) 515-5946
 Email: services@pcgus.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Public Consulting Group, LLC

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:


Name: Mitchell Dobbins

Name: J. Todd Inman
Title: Secretary

12/9/2021 | 6:37 PM EST

Date:

Date:

State Term Contract No. **80101507-21-STC**
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**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**


Name: J. Todd Inman
Title: Secretary

12/14/2021
Date:

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

A. Scope of Work

The Contractor shall provide information technology (IT) independent verification and validation (IV&V) services to Customers in accordance with this Statement of Work (SOW).

The Contractor shall provide the professional and technical staff necessary to perform the ((IT) IV&V services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.

All of the (IT) IV&V services to be furnished by the Contractor under the Contract shall meet the professional standard and quality that prevail among IT professionals in the same discipline and of similar knowledge and skill engaged in related work 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 (IT) IV&V services.

B. Definition

IT Independent Verification and Validation (IT) IV&V – A review of the project plans and other project artifacts by an independent third party. The primary objective of an (IT) IV&V Service is to provide an objective assessment of products and processes throughout the project management lifecycle. In addition, (IT) IV&V will facilitate early detection and correction of issues, enhance management insight into risks, and ensure compliance with project performance, schedule, and budget requirements. The (IT) IV&V entity must have no technical, managerial, or financial interest in the project and will not have any responsibility for, or participation in, any other aspect of the project.

C. Minimally Required Activities and Deliverables

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

1. Providing an independent, objective, third-party view of project efforts with the intent of protecting the Customer's interests.
2. Providing personnel, processes, approaches, and tools to perform (IT) IV&V services for Florida (IT) projects.
3. Performing assessments on both management processes and work products.
4. Providing objective observations and recommendations.
5. Assessing and reporting overall project performance, extrapolating future project progress and success, and identifying any possible impediments to successful project completion.
6. Examining all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures, and methodology.
7. Assessing the effectiveness of project communication and Customer involvement.
8. Developing performance metrics that facilitate the tracking of progress and

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

- completion of project tasks and milestones.
9. Reviewing all project cost and expenditure documentation and making recommendations for efficient use of funds.
 10. Validating identified risks and issues and proposed response(s) and assessing impact to the project progress or success.
 11. Verifying and validating the quality of project work products (i.e., deliverables).
 12. Reviewing Statements-of-Work, solicitations, and contracts to verify alignment between requirements and solicited or contracted terms.
 13. Providing guidance and training on standards and best practices for project management.
 14. Ensuring project teams follow the standards required by, the Florida Administrative Code, Florida Statutes, federal laws and rules, and others applicable standards.
 15. Alerting project teams to change in the standards referenced in Section C. 14, above, and applying those changes to their monitoring process.
 16. If additional specific requirements for any (IT) 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 shall 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. The deliverables will be required in Statements of Work issued by Customers in Requests for Quotes (RFQ) (see Section C, Orders, and Section L, Requests for Quote, below, for additional information).

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

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

Initial Project Assessment Report	<ul style="list-style-type: none"> • Evaluate sufficiency of project scope and objectives, including alignment to legislative intent and its impact on Customer processes and services. • 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. • Assess the project's organizational, governance, and communication processes. • Review the impact of any procurement requirements and deadlines.
Project Lessons Learned	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Summarize the results of ongoing project monitoring and provide findings and recommendations for improvement of project management and processes.
Special Communication	<ul style="list-style-type: none"> • Special communication to all stakeholders will be generated immediately 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 (IT) IV&V Management Plan.
Phase Gate Assessment Reports	<ul style="list-style-type: none"> • Describe project status and progress for the current phase of the project and plans for the upcoming phase. • Provide an analysis of the project's ability to meet future project milestones and deliverables and recommendations on project/Customer readiness to proceed to the next phase.
Verification and Validation of Project Deliverables	<ul style="list-style-type: none"> • Conduct verification and validation reviews of project deliverables. Deliverables may include, but are not limited to: <ul style="list-style-type: none"> • Organizational Change Management Plan (includes any training plans) • Requirements Documents (Business, Functional, and Technical) • Requirements Traceability Matrix • Data and Document Conversion / Migration Plan(s) • Project Plan / Schedule • Design Specifications • Technical Architecture • Coding standards / Style guides • Quality Assurance and Test Strategy / Test Plan / Test procedures • Customer acceptance criteria • Security Plans • Implementation / Cutover Plan • Sustaining Engineering Plan • Agency Project Management Status Reports • Disaster Recovery Plan

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

Review of Solicitation and Procurement Documentation	<ul style="list-style-type: none"> • 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.
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Customers may augment the minimally required activities and deliverables above with additional activities or deliverables as required by the project.

D. Orders

Customers will use an RFQ, in accordance with sections 287.056(2) and 287.0591(5), Florida Statutes (F.S.), when purchasing services under this Contract. The RFQ will include a term, service levels, educational qualifications, and experience needed. Customer will order services from the RFQ via a purchase order or the State of Florida Purchasing Card.

Contractor must be able to accept MyFloridaMarketPlace (MFMP) purchase orders. 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.

Contractor should be able to accept the State of Florida Purchasing Card.

E. MFMP Electronic Invoicing

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1. 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 Ariba Network (AN) for catalog and non-catalog goods and services.
2. Purchase Order Flip via Ariba Network (AN). This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. The Contractor may create an invoice directly from its inbox in its AN account by simply "flipping" the purchase order into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. 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 MFMP 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.

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

F. Contract Reporting

The Contractor shall provide the following reports associated with this Contract.

1. Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter. Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 30 calendar days after close of the period
Quarter 2 - (October-December) – due 30 calendar days after close of the period
Quarter 3 - (January-March) – due 30 calendar days after close of the period
Quarter 4 - (April-June) – due 30 calendar days after close of the period

The Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

2. Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
3. Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports within the timeframe specified by the Department.
4. MFMP Transaction Fee Reports. The Contractor shall submit monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located on the [Transaction Fee and Reporting website](#). Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

5. Quarterly Contractor Performance Reporting.

Customers shall complete a Contractor Performance Survey (Exhibit E) 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 F-1.

G. Deliverables and Financial Consequences

The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within thirty (30) calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract and every month or quarter, respectively, thereafter.

Deliverables and Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100

1. Service Level Agreement (SLA) Performance

State agencies and eligible users may add SLA requirements and additional

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

financial consequences in their statements of work for failing to meet performance requirements within any negotiated SLA or purchase order.

H. Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:

- Contract compliance
- Savings report (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

I. E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

J. Ongoing Contractor Performance Measures

The State will use performance-reporting tools to measure the performance of the Contractor, including the Contractor Performance Survey (Exhibit E). 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

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

developed, including online tools (e.g., tools within MFMP or on the Department's website).

K. Request for Quotes

1. Customers that require (IT) IV&V services will create a RFQ eQuote event in MFMP Sourcing. Pursuant to section 287.056, F.S., RFQs issued pursuant to this Contract do not constitute decisions or intended decisions subject to protest under section 120.57(3), F.S.
2. The Customer shall ensure that a request for quote is issued to all vendors on the Contract, or if there are more than twenty-five (25) Vendors on the Contract, to at least twenty-five (25) of the vendors.
3. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. However, the Customer must include the following information, at a minimum, in each RFQ:
 - a) Statement of Purpose / Need
 - b) Statement of Work
 - c) Project Tasks and Deliverables (see Section B, Minimally Required Activities and Deliverables, above, for additional information)
 - 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
4. RFQ Pricing Models. Two (2) RFQ pricing models are available to Customers procuring services pursuant to this Contract:
 - a) Hourly Rate Pricing. The Contractor shall provide services at an hourly rate price that does not exceed its 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 to accomplish goals and tasks that include more complex requirements. The Contractor shall multiply hourly rate prices, which do not exceed the 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

**Information Technology Independent
Verification and Validation Services
EXHIBIT A
Statement of Work**

submitting quotes for supporting information and/or documentation that will allow Customers to better understand the offer and thus more effectively negotiate pricing.

L. Contractor Security Clearance

Customers may designate certain duties and/or 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, may be required to submit to background screening and be approved by the Customer to work on this Contract.

M. Contractor Employee Conduct

The Contractor’s employees shall adhere to the standards of conduct 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.

N. Contractor’s Ongoing Obligations

In addition to the Contractor’s obligations under Section 5 of Contract Exhibit B, Special Contract Conditions, the Contractor shall have the ongoing obligation to stay informed of any changes to the law or rules that may affect the Contractor’s conduct and performance under the Contract, including changes to Subtitle 60GG, Florida Administrative Code and ensure it is, at all times compliant with governing laws and rules.

O. Inspection of Documents

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.



EXHIBIT G

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the

Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

EXHIBIT B

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**Information Technology Independent Verification and Validation Services
STC No. 80101507-21-STC
EXHIBIT C**

JOB TITLE DESCRIPTIONS

This exhibit describes the core functional responsibilities of the personnel offered by the Contractor to provide services, in accordance with the terms of the Contract.

Principal

Functional Responsibilities:

- Providing executive level consultation services to the Customer
- Providing senior-level interface with the Customer 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 Customer 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 (IT) IV&V team
- Ensuring the quality and timely completion of deliverables
- Serve 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 status reports clearly describing the status of the (IT) IV&V efforts
- Developing and maintaining working relationships with various Customers to ensure accuracy of information and consistency of (IT) 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 Customer staff in person or by phone at the request of Customer representatives to discuss issues pertinent to the contract

**Information Technology Independent Verification and Validation Services
STC No. 80101507-21-STC
EXHIBIT C**

- 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 (IT) IV&V reports and presenting findings to Customer
- 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 (IT) 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

EXHIBIT D



**PCG WORK PLAN AND
(IT) IV&V
METHODOLOGY
PROPOSAL**

Florida Department of Managed Services

**Information Technology
Independent Verification and Validation Services**


21-80101507-RFP



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CONSULTING GROUP

Date: July 20, 2021 | 1:00 PM ET
To: Jeremy Williams, Purchasing Analyst

Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: 850-414-6740
Email: jeremy.williams@dms.fl.gov

 (916) 565-8090

 services@pcgus.com

 www.publicconsultinggroup.com


 621 Capitol Mall, Suite 1425
Sacramento, CA 95814



TABLE OF CONTENTS

Work Plan and (IT) IV&V Methodology.....	1
Introduction	1
Framework, Methodology, and Tools.....	6
Eclipse IV&V Framework	6
Training and Certification	7
Our Core Values	9
Sample Workplan.....	9
Technical Assessments	13
Deliverable Process	15
IV&V Toolkit.....	17
PCG insight™: The Eclipse IV&V Mobility Solution	20
Enterprise Findings Log	21
Agile Methodology	22
Industry Standards and Best Practices	23

LIST OF TABLES

Table 1: Minimum IV&V Deliverables	15
Table 2: Industry Standards and Best Practices.....	23

LIST OF FIGURES

Figure 1: Eclipse IV&V Framework.....	6
Figure 2: Core Values	9
Figure 3: Technical Assessment Methodology	14
Figure 4: IV&V Toolkit.....	18



WORK PLAN AND (IT) IV&V METHODOLOGY

INTRODUCTION

The State of Florida Department of Management Services (DMS) has requested interested vendors to submit proposals for Information Technology (IT) Independent Verification and Validation (IV&V) services. As an element of the PCG IT IV&V Proposal, we would like to submit our Work and IT IV&V Methodology. In the last five years, PCG has worked on a number of projects for the state, local agencies, and school districts across Florida. During this period and across these projects, PCG has provided management or strategy consulting; program planning and evaluations; studies, analyses, and reports; training; policy and regulation; and systems alignment and consolidation services, to name a few examples. Every state has its own culture that exists in and between the various agencies. This includes a state's political culture. PCG has the experience to work within that culture to bring DMS and your customers' projects to a successful closure within the IV&V services role.

Since becoming an approved vendor with DMS in 2016 to perform IV&V services, PCG has introduced even stronger solutions backed by technology that reflect the modern needs for fast yet accurate information. We are proud to bring these improvements and new technology to DMS for your consideration of PCG as one of the strongest IV&V service providers. We are especially proud of the following:

- **Eclipse IV&V[®] Center of Excellence (CoE):** PCG's IV&V CoE is a library of information, tools, and templates that houses the Eclipse IV&V Framework and Methodology used by our IV&V consultants for all our engagements.
- **Eclipse IV&V Training and Certification:** In addition to providing a CoE, each IV&V Consultant undergoes Eclipse IV&V[®] Training and Certification to ensure that our IV&V teams are consistently equipped with the knowledge and expertise in applying the Eclipse IV&V[®] Framework.
- **PCG | insight[™] Mobility Solution:** The PCG | insight[™] Mobility Solution is one of our proven tools that will support DMS by providing an interactive mobile dashboard supported with real-time metrics.
- **Enterprise Finding Log (EFL):** Our IV&V team supports knowledge sharing and continuous improvement, and we understand that similar situations may present themselves in unique projects across the nation. The EFL is a proven tool that will allow DMS projects to reference similar findings in other states and on other projects to learn and understand different mitigation strategies and methods for moving forward successfully.
- **Agile Methodology:** Many projects have endeavored to migrate from a Waterfall system development life cycle (SDLC) to an Agile Methodology. PCG has experience coaching and leading these transition efforts across the country in IV&V engagements. Our teams have adapted our Eclipse IV&V Framework to support the iterative life cycle present in the Agile Methodology and captured lessons learned from previous experiences to provide DMS projects with the latest and most effective Agile IV&V methodology.

The following represents the work plan approach and IV&V methodology that DMS requested in Exhibit A Statement of Work, Section C – Minimally Required Activities and Deliverables. PCG commits to, at a minimum, completing the outlined tasks and deliverables highlighted by DMS.



- ☑ 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 (IT) IV&V services for Florida (IT) 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 Customer involvement
- ☑ Developing performance metrics that facilitate the tracking of progress and 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 (i.e., 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, the Florida Administrative Code, Florida Statutes, and federal requirements
- ☑ If additional specific requirements for any (IT) 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

The work plan and methodology used to produce these activities and deliverables are detailed in the following pages. Please note that the Deliverables are also referenced in the Deliverable Process section beginning on Page 15.

PCG created our IV&V CoE to address public-sector IT project challenges and failures. By working with PCG, DMS stands to benefit from PCG's collective knowledge gained during more than 25 years of public sector project engagements as developers, implementors, project managers, and IV&V practitioners. DMS projects' success rates and challenges will improve because our IV&V staff brings you both (1) the academic, standards-based knowledge and (2) the practical "been there, done that" real-life experience. Together this results in the delivery of meaningful risk identification and viable mitigation strategies that help projects avoid pitfalls and, ultimately, succeed. In addition, because we constantly gather lessons learned from the field and stay abreast of industry standards and trends, our methodologies and tools are always relevant, current, and applicable, delivering DMS the value they expect and the guidance they need. The process PCG uses is unique and valuable in the industry for gathering information from projects across the nation, gleaning the best attributes, updating our knowledge base, tools, checklists, and training, and certifying our staff; the U.S. Patent and Trademark Office recognizes the Eclipse IV&V® trademark.

PCG's collective knowledge spans more than 25 years of public sector project engagements.

The callout box is a dark blue rectangle with a yellow and white diagonal graphic element on the left side.



Eclipse IV&V represents an integrated framework of processes, tools, templates, and best-in-class artifacts coupled with a training and certification program designed to ensure high-value IV&V service delivery to DMS. Developed with project successes of the past and our expertise in an ever-changing IT landscape in mind, the Eclipse IV&V framework is an industry-leading, framework for providing IV&V services. The framework focuses on DMS projects' successes and is continually improved to adapt to DMS' changing projects, environments, and standards. Most importantly, the framework aids DMS in reaching the desired goals of improving Enterprise business and technical capabilities for all projects.

Eclipse IV&V assures DMS that our standards-based, repeatable, high-value IV&V services are consistently delivered. Client requirements, industry standards, best practices, and PCG's collective knowledge gained from more than two decades of providing IV&V services on system implementation and Maintenance and Operation projects in 27 states across multiple industries, small to large, structure the Eclipse IV&V framework and CoE.

The Eclipse IV&V design principles embody our understanding that every project is unique. Therefore, Eclipse IV&V is scalable and flexible to accommodate DMS's project management needs, whether following traditional (e.g., Waterfall) or contemporary (e.g., Agile) or other development methodologies. Furthermore, our core values ensure we deliver results that are always DMS' best interests so that their chosen solutions perform efficiently, economically, and as designed.

Eclipse IV&V references relevant best practices and industry standards from such worldwide standards organizations as the Institute of Electrical and Electronics Engineers (IEEE) and the International Organization for Standardization (ISO). To evaluate a project's management capabilities, we utilize the Project Management Institute (PMI®) Project Management Body of Knowledge (PMBOK®), the Capability Maturity Model Integration (CMMI®) of the Carnegie Mellon University Software Engineering Institute (SEI), Prosci's Awareness, Desire, Knowledge, Ability, and Reinforcement (ADKAR®) model, and Agile guidelines from organizations such as Scrum.org. In addition, Eclipse IV&V includes an active continuous improvement process to keep our methods and materials current while incorporating emerging industry trends and breakthroughs. Continuous improvement ensures PCG provides DMS with the knowledge, tools, and skills necessary to provide the level of expertise needed in a complex and changing IT landscape.

Establish Common Ground with DMS and Customer Projects: From the start of the project, the IV&V team will take on DMS' objectives, confirm an understanding of the plans for system enhancements and replacements, establish the schedule for IV&V activities as appropriate to procurement, design, development, and implementation (DDI), and maintenance and operations (M&O) phases for the project. Our team will tailor our approach and tools to DMS' clients' unique project and, with these goals, plans, and challenges in mind, we will focus at a minimum on:

- Building relationships with project stakeholders and emphasizing the project's best interest
- Applying first-hand experience and knowledge throughout the project's life cycles as we will assign resources with first-hand experience and knowledge
- Providing industry-first experience and business and technical expertise relevant to the project



- Observing, reviewing, and evaluating project processes, documentation, and artifacts to assess whether the system will be fit for purpose and use
- Advancing risks and mitigation strategies that promote project success
- Providing the project with recommendations for improving project practices and mitigating risk
- 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 (IT) IV&V services for Florida (IT) 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 Customer involvement
- Developing performance metrics that facilitate the tracking of progress and 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 (i.e., 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, the Florida Administrative Code, Florida Statutes, and federal requirements

Supporting Project Life Cycle Requirements: PCG consultants understand that each phase of the project life cycle has its processes and requirements. The IV&V team will support the entire life cycle of the assigned project to ensure compliance with regulatory performance, schedule, and budgetary requirements. This will be accomplished through the review and constant referencing of contract documents such as the RFP, SOW, and the various artifacts. Not only will we support, but we will also validate that the project's products and processes follow defined requirements.

Minimize Client Disruption: The role of IV&V is to help identify and break down barriers, not to create them. The IV&V team will avoid disruption to the project by maintaining a constant flow of communication rather than participating in the project only during formal assessments or milestone reviews. By taking an active interest in the project, asking relevant questions, and understanding the challenges DMS stakeholders and vendors face, we can maximize the value



of our role and our expertise to find solutions before potential risks become impediments to progress. Our team:

- Makes a conscious effort to get to know the people on the project as valued team members
- Finds more ways to communicate informally as concerns and potential risks arise
- Constantly looks for ways to work collaboratively to make the project successful

Be Relevant and Dependable: PCG consultants are senior-level professionals with relevant and current experience in Medicaid, health care reform, health and human services (HHS) programs, project and program management, security assessments, and IV&V. We will provide an experienced team of experts to provide comprehensive support for the individual projects that require IV&V services and support.

PCG's approach to performing IV&V is proactive, collaborative, and timely. We will proactively work with DMS to identify risks and develop meaningful recommendations and approaches to mitigate those risks. Our team will collaborate with DMS and its vendors in a partnership to help ensure successful projects. We know how to work with all the players without compromising our independence or objectivity, and we will begin talking with DMS and the vendors as soon as we have a concern. We will not wait to raise concerns in monthly or periodic assessment reports. Wasted time is wasted money, and we intend on being good stewards of both DMS's time and money. Our approach and methodology are geared to early detection of cost and schedule variances facilitating their early correction.

Be a Trusted Advisor: A trusted advisor must have deep subject knowledge and be an informed and effective communicator. To appropriately ensure that the IV&V team provides DMS and the IT projects with this value, we will align team member skills and experience with the projects' phases and assessment work that is needed. Our goal is to provide DMS with an independent and objective third-party view of the project's progress while keeping the customer's interest in mind. Even if the findings are undesirable, we will provide meaningful and actionable recommendations to help the project get back on the road to success. We take great pride in helping you reach a successful project end.

Improve Knowledge: Our Eclipse IV&V framework is easily extensible and adaptable to new software development methodologies, integration technologies, assessment tools, and certification processes. Our Eclipse IV&V CoE was built just for this purpose. Our Eclipse IV&V CoE ensures that perspectives, standards, and best practices from multiple disciplines are considered, vetted, and integrated to continuously improve and expand our framework and deliver superior results to DMS. The Eclipse IV&V framework, methodology, toolkit, and training/certification program – which incorporate industry standards, IV&V best practices, and the collective experience of prior IV&V projects – were developed to provide a consistent level of maturity to support project success.

Make Decisions and Recommendations Which are Always in DMS' Best Interest: Each of our core values is directed at ensuring Eclipse IV&V delivers results that are always in the best interests of DMS so that their chosen solutions perform efficiently, economically, and as expected. The result of our approach, and the integration of these core values throughout our culture, is an objective, unbiased focus on verifying and validating that the correct system is being built the right way.

The following sections describe the framework, methodology, and tools Eclipse IV&V employs.

FRAMEWORK, METHODOLOGY, AND TOOLS

Eclipse IV&V Framework

PCG uses Eclipse IV&V to independently assess processes used to support the implementation and maintenance of our clients' systems, verifying they meet the documented requirements and service level agreements. The key differentiator with Eclipse IV&V: it helps our clients focus on and determine the best path forward for key project activities while maintaining a risk-based perspective to facilitate informed stakeholder decision-making. Leveraging long-established industry best practices, Eclipse IV&V quantitatively establishes the likelihood of each risk occurring, the impact on the project for realized risks, and the impact of the project's decisions to perform or not perform various activities. Global industry standards and methods make up the Eclipse IV&V framework, as shown in the figure below. (For a sample list of standards and methods we use, see Industry Standards and Best Practices beginning on Page 23 in this document).

IV&V efforts focus on:

- Providing independent review and analysis of project management and technical activities
- Validating activities and services and verifying that they conform to expectations as documented
- Validating intermediate work products and deliverables and verifying that they adhere to the project's business and technical requirements, as well as the project's intent and users' expectations

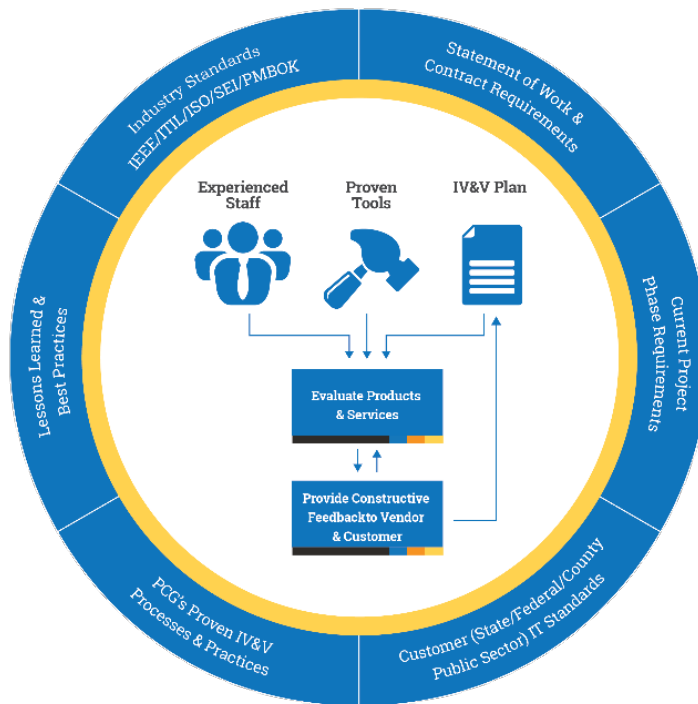


Figure 1: Eclipse IV&V Framework

- Validating system development activities and processes and verifying that they adhere to industry and project standards, best practices
- Assessing whether established criteria for schedule, quality, and budget impact project completion
- Assessing and reporting overall project performance
- Extrapolating future project progress and success
- Identifying possible impediments to successful project completion
- Assessing the effectiveness of project communication and customer/client involvement with the project


The framework enables PCG to deliver IV&V services consistently and uniformly and built on the following three components:

1. **Experienced Staff:** PCG has built its reputation on hiring and retaining high-quality people who have experience in successfully implementing, managing, and assessing software development projects and understanding the complexities of large-scale public-sector IT initiatives.

The PCG IV&V team includes staff with development and IV&V experience. In addition, our core team includes team members with certifications and sufficient experience on similar types of projects specific to each project's needs.

2. **Proven Tools:** PCG uses various software tools, guides, and checklists to effectively assess IT systems' technical processes and components and manage IV&V work efforts. Based on the context of projects, the PCG IV&V team employs an integrated set of IV&V tools that may include requirements, design and code analysis, configuration management, and test and metric tools. Using these tools enables more efficient and accurate verification and validation of the design, code, and test documentation. Other factors in selecting the right tools are organizational compatibility, tool effectiveness, solution constraints, costs, acquisition time, and training requirements.
3. **Independent Verification and Validation Plan (IVVP):** At the center of each IV&V engagement is an Independent Verification and Validation Plan tailored to the project's specific customer requirements, expectations, and unique organizational environment. PCG utilizes IV&V staff, plans, and tools leveraged in assessing project deliverables throughout each project engagement. The IVVP ensures our Experienced Staff and Proven Tools embrace Eclipse IV&V in a way that focuses on our client's and their project's needs.

Training and Certification



Our IV&V Consultants receive Eclipse IV&V training and certification.

Eclipse IV&V includes a proprietary Training and Certification program to educate our PCG Consultants in the effective, consistent, and accurate use of Eclipse IV&V. The training program prepares PCG IV&V Consultants to make decisions in the best interest of DMS and serves as the first component of our methodology,



Experienced Staff. It is available to all PCG IV&V practitioners focused on delivering relevant, high-value, and consistently high-quality IV&V services.

The objectives of the Training and Certification Program are to:

- Educate PCG Consultants on the foundations of providing verification and validation services, based on IEEE Std. 1012 – Standard for System, Software, and Hardware Verification and Validation
- Provide a common foundation for understanding the "what" and "why" of PCG IV&V services
- Introduce the components of Eclipse IV&V
- Review available PCG IV&V Consultant processes and tools
- Explain how to access and utilize common industry standards and best practices typically used on IV&V engagements
- Provide an IV&V toolkit for use while working as an IV&V consultant
- Prepare PCG IV&V consultants to become Certified Eclipse IV&V Professionals
- Educate and train PCG IV&V Consultants to consistently deliver high-quality IV&V services via Eclipse IV&V
- Provide a foundation for improving knowledge, skills, and abilities related to executing a PCG IV&V Consultant duties
- Provide a standard suite of IV&V tools and work products for PCG IV&V Consultants to use
- Establish a common lexicon and IV&V practices across the PCG organization

In addition to our trained IV&V professionals, PCG's IV&V team is supported by subject matter experts (SMEs), that have received additional trainings and certifications in their fields of expertise. Examples of these certifications include Project Management Professionals (PMP), security certifications, Agile certifications, and organizational change management (OCM) certifications, to name a few. This approach ensures that our IV&V teams do not only have IV&V-specific knowledge but can also support the project through extensive experience in the field in areas that will impact Florida DMS.

Our Core Values

Our Core Values ensure excellent service to our clients by providing objectivity in our reviews and analysis, actionable recommendations, and a focus on building our reputation as a trusted partner. Just as each project is different, each IV&V engagement is customized to ensure we provide the "right amount" of IV&V and that the IV&V methodologies and tools selected provide the best value to the client. Our Core values lay the foundation for our overall approach to implementing and modernizing the Eclipse IV&V's framework, methodologies, and tools.

Core Values guide the culture and behavior of PCG IV&V engagements, and Eclipse IV&V defines the relationships within the IV&V project. The PCG team uses the Eclipse IV&V to thoroughly evaluate and analyze IT products and services and provide constructive feedback and actionable recommendations to improve software product implementation.

Sample Workplan

To demonstrate our team's readiness to begin supporting Florida DMS and the associated IT IV&V projects, we have compiled a sample work plan that outlines PCG's approach to all of our IV&V engagements. The work plan is just an example of the minimal requirements and deliverables outlined in Section C of Exhibit A Statement of Work.

Three main components are demonstrated in the work plan:

1. **Pre-project initiation.** Before the project officially kicks off, PCG puts in an appropriate amount of pre-work to minimize our impact on DMS' time. We use this time to identify and onboard the correct tools, processes, and personnel for the engagement. Each project comes with unique challenges, different sets of needs, and specific areas of interest to our clients. During this time, we take a deep look at those needs and ensure that we are pairing the correct people and tools to optimize the results of the upcoming engagement.

One of the most critical steps we take during the pre-project initiation phase is to fully understand the project to ensure we align the most appropriate SMEs with the project. It is not enough to have IV&V experience. The staff that PCG assigns to the project will always have deep industry knowledge worthy of providing practical advice and becoming a strong advisor to DMS and your Customers. PCG ensures that we select staff that have in-depth knowledge and expertise in the subject matter area(s) represented in the projects and ensure the staff are available and ready to engage according to DMS' timeline.

In addition to ensuring we are identifying the right people for the right job, equipping them with the right tools, processes, and resources, PCG takes a deep look into the upcoming tasks and goals for the IV&V engagement. Instead of waiting until the official project kick-

Eclipse IV&V® Core Values

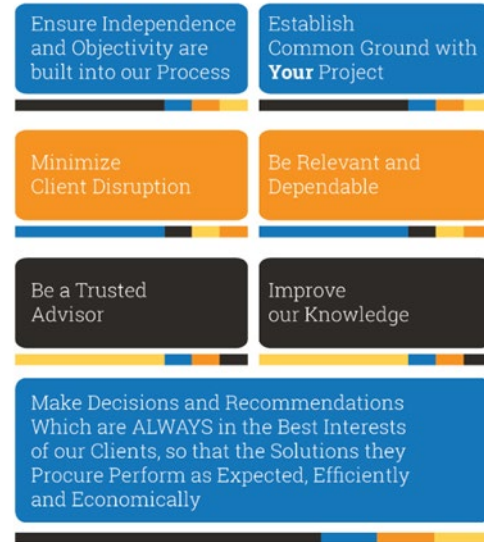


Figure 2: Core Values



off to begin work, our IV&V team immediately begins drafting preliminary project artifacts. Such materials include deliverable expectation documents (DED), a work breakdown structure (WBS) for the IV&V Schedule, and a plan for routine touchpoints and communications. On Day One of the projects, DMS can rest assured that the IV&V team is prepared to support any project.

- 2. *The first thirty days.*** This timeframe is critical in any IV&V engagement. This project component is where the IV&V team and the Project team start getting their work and communication aligned. During these first thirty days, PCG works with our clients to establish a routine with weekly status reports that include project assessments and alerts of new and developing findings by the end of each working work. In addition to these reports, PCG also sets up, at a minimum, weekly touchpoints with our clients to open the door for back-and-forth communication to answer questions, problem solves, and address any project risks and issues.

Key deliverables submitted to DMS customers during the first thirty days include the Independent Verification and Validation Management Plan and the Initial Assessment Report. Both documents are crucial to setting the tone, IV&V, and stakeholder expectations, baselining the current engagement, and setting goals and objectives for the upcoming project. Our IV&V team will work closely with our clients to understand the purpose and objectives of these reports, agree on metrics and project measurement criteria, and outline communication procedures to achieve a transparent, independent look at the material delivered in the weekly, monthly, and quarterly status reports.

- 3. *Consistent and routine analysis and reporting.*** The work does not end after the first 30 days. This period is the monitoring and controlling period of the IV&V engagement. During this time, PCG sticks to the commitments outlined in the IVVP and the Initial Assessment Report and provides timely, clear, and frequent feedback on project deliverables, status, and risks and issues.

During the consistent and routine analysis, PCG commits to delivering a monthly status report by the 10th calendar day of the following month of the reporting period. In addition to the monthly status reports, Phase Gate Assessment Reports will be delivered as needed. It is PCG's experience that quarterly reports are most common, and in the past, we have delivered by the 15th day of the month following the quarterly period. PCG understands that our processes and procedures must be tailored to the project's needs. If projects should choose to do more (or less) frequent Phase Gate Assessments, the IV&V schedule will reflect those needs appropriately.

The sample work plan below identifies some of the activities that occur before project kick-off, within the first thirty days of an engagement, and the routine project communication and reporting. Sample milestones are highlighted to indicate the key project deliverables and activities.



WBS	Task Name	Duration	Start	Finish
1	Sample IV&V Project Workplan	317 days	Tue 12/14/21	Wed 3/1/23
1.1	Pre Kick-Off Activities	15 days	Tue 12/14/21	Mon 1/3/22
1.1.1	Project Start (Internal)	0 days	Tue 12/14/21	Tue 12/14/21
1.1.2	Identify tools, processes, and staffing needs for the engagement	5 days	Tue 12/14/21	Mon 12/20/21
1.1.3	Identify Project Stakeholders and Client Team	5 days	Tue 12/21/21	Mon 12/27/21
1.1.4	Prepare IV&V Engagement Kick-Off Material	5 days	Tue 12/28/21	Mon 1/3/22
1.1.5	Project Kick-Off / Project Start	0 days	Mon 1/3/22	Mon 1/3/22
1.2	IV&V Schedule	23 days	Tue 12/14/21	Thu 1/13/22
1.2.1	Create IV&V Schedule	4 days	Tue 12/14/21	Fri 12/17/21
1.2.2	Review IV&V Schedule	5 days	Tue 1/4/22	Mon 1/10/22
1.2.3	Adjust IV&V Schedule as Needed	3 days	Tue 1/11/22	Thu 1/13/22
1.2.4	Approve IV&V Schedule	0 days	Thu 1/13/22	Thu 1/13/22
1.3	Independent Verification and Validation Management Plan (Within 30 days)	37 days	Tue 12/14/21	Wed 2/2/22
1.3.1	Deliverable Expectation Document (DED)	24 days	Tue 12/14/21	Fri 1/14/22
1.3.1.1	Prepare DED	3 days	Tue 12/14/21	Thu 12/16/21
1.3.1.2	Review Internally and Adjust as Needed	1 day	Fri 12/17/21	Fri 12/17/21
1.3.1.3	Deliver Draft DED to Client for Review	5 days	Tue 1/4/22	Mon 1/10/22
1.3.1.4	Adjust IVVP DED as Needed	3 days	Tue 1/11/22	Thu 1/13/22
1.3.1.5	Approve IVVP DED	1 day	Fri 1/14/22	Fri 1/14/22
1.3.2	IVVP Deliverable	13 days	Mon 1/17/22	Wed 2/2/22
1.3.2.1	Prepare IVVP	4 days	Mon 1/17/22	Thu 1/20/22
1.3.2.2	Review Internally and Adjust as Needed	1 day	Fri 1/21/22	Fri 1/21/22
1.3.2.3	Deliver Draft IVVP to Client for Review	5 days	Mon 1/24/22	Fri 1/28/22
1.3.2.4	Adjust IVVP As Needed	3 days	Mon 1/31/22	Wed 2/2/22
1.3.2.5	Approve IVVP	0 days	Wed 2/2/22	Wed 2/2/22
1.4	Initial Project Assessment (Within 30 days)	284 days	Tue 12/14/21	Fri 1/13/23
1.4.1	Deliverable Expectation Document (DED)	24 days	Tue 12/14/21	Fri 1/14/22
1.4.1.1	Prepare DED	3 days	Tue 12/14/21	Thu 12/16/21
1.4.1.2	Review Internally and Adjust as Needed	1 day	Fri 12/17/21	Fri 12/17/21
1.4.1.3	Deliver Draft DED to Client for Review	5 days	Tue 1/4/22	Mon 1/10/22
1.4.1.4	Adjust Initial Project Assessment DED as Needed	3 days	Tue 1/11/22	Thu 1/13/22
1.4.1.5	Approve Initial Project Assessment DED	1 day	Fri 1/14/22	Fri 1/14/22
1.4.2	Initial Project Assessment	13 days	Mon 1/17/22	Wed 2/2/22
1.4.2.1	Conduct Research and Analysis	4 days	Mon 1/17/22	Thu 1/20/22
1.4.2.2	Prepare Findings and Write-Up for Initial Project Assessment	4 days	Mon 1/17/22	Thu 1/20/22
1.4.2.3	Review Internally and Adjust as Needed	1 day	Fri 1/21/22	Fri 1/21/22
1.4.2.4	Deliver Draft Initial Project Assessment to Client for Review	5 days	Mon 1/24/22	Fri 1/28/22
1.4.2.5	Adjust Initial Project Assessment and Findings as Needed	3 days	Mon 1/31/22	Wed 2/2/22



1.4.2.6	Approve Initial Project Assessment	0 days	Wed 2/2/22	Wed 2/2/22
1.4.3	IV&V Status Reports and Weekly Project Assessment Updates (Every Friday)	34 days	Tue 12/14/21	Fri 1/28/22
1.4.3.1	IV&V Status Report and Weekly Project Assessment DED	19 days	Tue 12/14/21	Fri 1/7/22
1.4.3.1.1	Prepare DED	3 days	Tue 12/14/21	Thu 12/16/21
1.4.3.1.2	Review Internally and Adjust as Needed	1 day	Fri 12/17/21	Fri 12/17/21
1.4.3.1.3	Deliver Draft DED to Client for Review	2 days	Tue 1/4/22	Wed 1/5/22
1.4.3.1.4	Adjust DED As Needed	1 day	Thu 1/6/22	Thu 1/6/22
1.4.3.1.5	Approve DED	1 day	Fri 1/7/22	Fri 1/7/22
1.4.3.2	IV&V Status Report (1)	0 days	Fri 1/7/22	Fri 1/7/22
1.4.3.3	IV&V Status Report (2)	0 days	Fri 1/14/22	Fri 1/14/22
1.4.3.4	IV&V Status Report (3)	0 days	Fri 1/21/22	Fri 1/21/22
1.4.3.5	IV&V Status Report (n)	0 days	Fri 1/28/22	Fri 1/28/22
1.4.4	IV&V Status Meeting and Weekly Project Assessment Communication (Every Monday)	15 days	Mon 1/10/22	Mon 1/31/22
1.4.4.1	IV&V Status Meeting (1)	0 days	Mon 1/10/22	Mon 1/10/22
1.4.4.2	IV&V Status Meeting (2)	0 days	Mon 1/17/22	Mon 1/17/22
1.4.4.3	IV&V Status Meeting (3)	0 days	Mon 1/24/22	Mon 1/24/22
1.4.4.4	IV&V Status Meeting (n)	0 days	Mon 1/31/22	Mon 1/31/22
1.4.5	Monthly Project Assessment Reports (By the 10th of Every Month)	106 days	Tue 12/14/21	Tue 5/10/22
1.4.5.1	Monthly Project Assessment DED	19 days	Tue 12/14/21	Fri 1/7/22
1.4.5.1.1	Prepare DED	3 days	Tue 12/14/21	Thu 12/16/21
1.4.5.1.2	Review Internally and Adjust as Needed	1 day	Fri 12/17/21	Fri 12/17/21
1.4.5.1.3	Deliver Draft DED to Client for Review	2 days	Tue 1/4/22	Wed 1/5/22
1.4.5.1.4	Adjust DED As Needed	1 day	Thu 1/6/22	Thu 1/6/22
1.4.5.1.5	Approve DED	1 day	Fri 1/7/22	Fri 1/7/22
1.4.5.2	Monthly Project Assessment Report (1)	0 days	Thu 2/10/22	Thu 2/10/22
1.4.5.3	Monthly Project Assessment Report (2)	0 days	Thu 3/10/22	Thu 3/10/22
1.4.5.4	Monthly Project Assessment Report (3)	0 days	Fri 4/8/22	Fri 4/8/22
1.4.5.5	Monthly Project Assessment Report (n)	0 days	Tue 5/10/22	Tue 5/10/22
1.4.6	Phase Gate Assessment Report (By the 15th following the Quarter)	284 days	Tue 12/14/21	Fri 1/13/23
1.4.6.1	Phase Gate Assessment DED	19 days	Tue 12/14/21	Fri 1/7/22
1.4.6.1.1	Prepare DED	3 days	Tue 12/14/21	Thu 12/16/21
1.4.6.1.2	Review Internally and Adjust as Needed	1 day	Fri 12/17/21	Fri 12/17/21
1.4.6.1.3	Deliver Draft DED to Client for Review	2 days	Tue 1/4/22	Wed 1/5/22
1.4.6.1.4	Adjust DED As Needed	1 day	Thu 1/6/22	Thu 1/6/22
1.4.6.1.5	Approve DED	1 day	Fri 1/7/22	Fri 1/7/22
1.4.6.2	Phase Gate Assessment Report (1)	0 days	Fri 4/15/22	Fri 4/15/22
1.4.6.3	Phase Gate Assessment Report (2)	0 days	Fri 7/15/22	Fri 7/15/22
1.4.6.4	Phase Gate Assessment Report (3)	0 days	Fri 10/14/22	Fri 10/14/22
1.4.6.5	Phase Gate Assessment Report (n)	0 days	Fri 1/13/23	Fri 1/13/23



1.5	↳Project Closeout	21 days	Wed 2/1/23	Wed 3/1/23
1.5.1	Knowledge Transfer Sessions (As Needed)	10 days	Wed 2/1/23	Tue 2/14/23
1.5.2	↳Lessons Learned Document	21 days	Wed 2/1/23	Wed 3/1/23
1.5.2.1	↳Lessons Learned DED	8 days	Wed 2/1/23	Fri 2/10/23
1.5.2.1.1	Prepare DED	3 days	Wed 2/1/23	Fri 2/3/23
1.5.2.1.2	Review Internally and Adjust as Needed	1 day	Mon 2/6/23	Mon 2/6/23
1.5.2.1.3	Deliver Draft DED to Client for Review	2 days	Tue 2/7/23	Wed 2/8/23
1.5.2.1.4	Adjust DED As Needed	1 day	Thu 2/9/23	Thu 2/9/23
1.5.2.1.5	Approve DED	1 day	Fri 2/10/23	Fri 2/10/23
1.5.2.2	↳Lessons Learned Deliverable	13 days	Mon 2/13/23	Wed 3/1/23
1.5.2.2.1	Prepare Lessons Learned Document	4 days	Mon 2/13/23	Thu 2/16/23
1.5.2.2.2	Review Internally and Adjust as Needed	1 day	Fri 2/17/23	Fri 2/17/23
1.5.2.2.3	Deliver Draft Lessons Learned Document to Client for Review	5 days	Mon 2/20/23	Fri 2/24/23
1.5.2.2.4	Adjust Lessons Learned Document As Needed	3 days	Mon 2/27/23	Wed 3/1/23
1.5.2.2.5	Approve Lessons Learned Document	0 days	Wed 3/1/23	Wed 3/1/23
1.5.3	↳Project Closeout Report	21 days	Wed 2/1/23	Wed 3/1/23
1.5.3.1	↳Project Closeout DED	8 days	Wed 2/1/23	Fri 2/10/23
1.5.3.1.1	Prepare DED	3 days	Wed 2/1/23	Fri 2/3/23
1.5.3.1.2	Review Internally and Adjust as Needed	1 day	Mon 2/6/23	Mon 2/6/23
1.5.3.1.3	Deliver Draft DED to Client for Review	2 days	Tue 2/7/23	Wed 2/8/23
1.5.3.1.4	Adjust DED As Needed	1 day	Thu 2/9/23	Thu 2/9/23
1.5.3.1.5	Approve DED	1 day	Fri 2/10/23	Fri 2/10/23
1.5.3.2	↳Project Closeout Deliverable	13 days	Mon 2/13/23	Wed 3/1/23
1.5.3.2.1	Prepare Project Closeout	4 days	Mon 2/13/23	Thu 2/16/23
1.5.3.2.2	Review Internally and Adjust as Needed	1 day	Fri 2/17/23	Fri 2/17/23
1.5.3.2.3	Deliver Draft Project Closeout to Client for Review	5 days	Mon 2/20/23	Fri 2/24/23
1.5.3.2.4	Adjust Project Closeout As Needed	3 days	Mon 2/27/23	Wed 3/1/23
1.5.3.2.5	Approve Project Closeout Report	0 days	Wed 3/1/23	Wed 3/1/23
1.6	Project End	0 days	Wed 3/1/23	Wed 3/1/23

4. **Ad Hoc Assessments.** Of course, the sample work plan cannot capture every IV&V task that may be required for one of the DMS IV&V engagements. However, we will still ensure that the right personnel, processes, and tools are applied for technical assessments that dive deeper into different project components. These assessments may align with the Master Project Schedule and will be reflected in future IV&V schedules as the engagement requires. An example of such an assessment could be for OCM. As PCG gathers up the SMEs, checklists, and tools to assess the communication, training, and OCM plans, we will tailor our project schedule to align with the Master Project Schedule. This process ensures that the IV&V team communicates and regularly works with the other vendors and stakeholders, assesses, and responds to project activities on time, and minimizes disruptions to the overall project timeline.

Technical Assessments

Our framework provides structure and direction in how we perform IV&V. This section lists the defined processes in our assessment methodology that describe how our team delivers IV&V to the client. Eclipse IV&V is based upon industry standards and maintained and improved through the successful delivery of PCG IV&V engagements. We understand that a methodology cannot be static, so having a configurable IV&V framework provides the flexibility to incorporate lessons learned on projects. If necessary for each project, PCG will tailor this methodology, making all modifications based on industry standards and best practices.

Because PCG tailors its approach and methodology to be consistent with the needs of each project, we progressively enhance our tools as we deliver each engagement and document a robust IV&V Plan for our clients. As a result, the core components of the Eclipse IV&V Technical

Assessment Methodology outlined in the figure below are delivered by technical personnel with current expertise in the business and application of technologies.

Eclipse IV&V® Technical Assessment Methodology

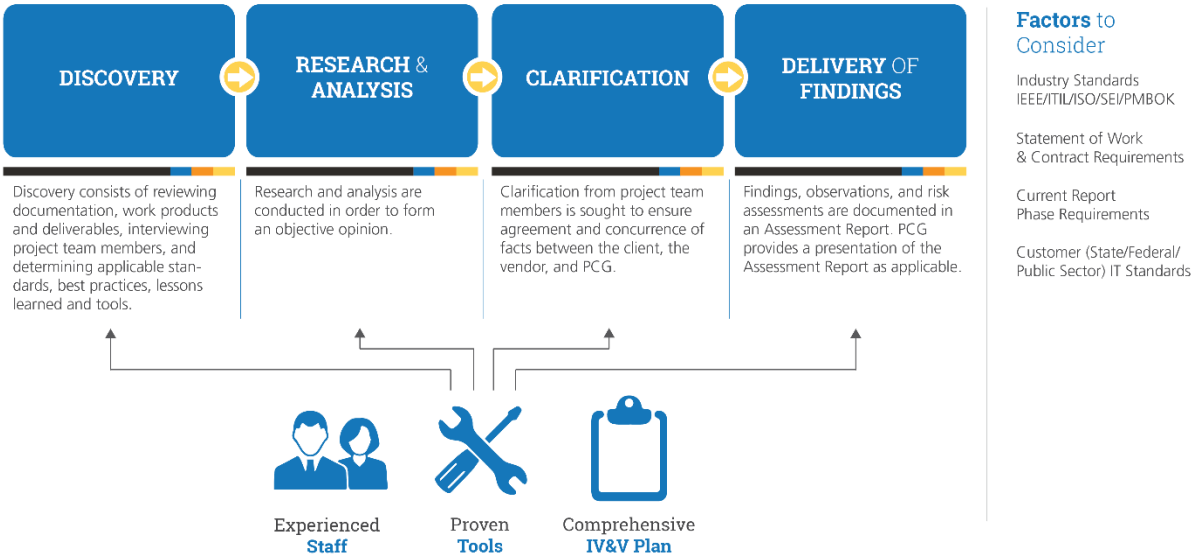


Figure 3: Technical Assessment Methodology

The Eclipse IV&V Technical Assessment Methodology is customer-focused and strives to make any project to which PCG is assigned a successful engagement. The PCG IV&V team focuses on four key elements:

1. **Discovery:** PCG reviews several project documents beginning with the original RFP, the DDI vendor's proposal in response to that RFP, and any other plans or schedules that apply. We interview key project team members to understand the DD&I vendor's project organization and communication and reporting processes. This element is key in assessing the effectiveness of project communication and customer/client involvement.
2. **Research and Analysis:** PCG conducts research and analysis of current project processes to form conclusions regarding any potential impact on project success. Our quality checklists are applied to validate that the approach taken includes sound practices based on industry standards.
3. **Clarification:** PCG seeks clarification, as needed, from key project team members, on aspects of the organization and communication process to ensure agreement and concurrence on the discovery, research, and analysis results.
4. **Delivery of Findings:** Our periodic reports document the discovery results, research, analysis, and any needed clarification to the discovered data. These reports present detailed findings and include documentation of project strengths or weaknesses, depending on whether the finding is positive or negative.



Deliverable Process

The Florida DMS has requested that the following deliverables serve as the minimum necessary deliverables that will be required in Statements of Work issues by customers in Requests for Quotes (RFQ). PCG agrees to meet each of the requirements and guidelines outlined for each deliverable.

Table 1: Minimum IV&V Deliverables

DELIVERABLE NAME	DESCRIPTION	AGREEMENT
(IT) IV&V Management Plan	<p>Develop an (IT) IV&V Management Plan to include:</p> <ul style="list-style-type: none"> A detailed description of how the (IT) IV&V Vendor plans to perform the (IT) IV&V services. This description must consist of methodologies, strategies, standards, and approaches employed by the (IT) IV&V Vendor for executing each of the (IT) IV&V activities within this Statement of Work. An organizational structure that reflects, among other things, coordination activities among the (IT) IV&V Vendor, the Project Manager and team, the project sponsor, Customers, and any oversight entities involved in the project Description of resources assigned to (IT) IV&V activities, tasks, and deliverables Description of the deliverables to be produced as a result of the (IT) IV&V activities 	✓
(IT) IV&V Schedule	Develop an (IT) IV&V schedule	✓
(IT) IV&V Status Reports / Meetings	<ul style="list-style-type: none"> Hold (IT) IV&V status meetings with (IT) IV&V team, project manager, and project sponsor Hold (IT) IV&V status meetings with oversight entities as requested by these entities 	✓
Initial Project Assessment Report	<ul style="list-style-type: none"> Evaluate sufficiency of project scope and objectives, including alignment to legislative intent and its impact on Customer processes and services Review the Project Management Plan and the planned development of the project's schedule, resources, tasks, structures, processes, and procedures to assess the overall maturity of the project's planning Assess the project's organizational, governance, and communication processes Review the impact of any procurement requirements and deadlines 	✓
Project Lessons Learned	Document lessons learned throughout the project and provide a comprehensive report of lessons learned with recommendations for incorporating best practices into future projects.	✓



DELIVERABLE NAME	DESCRIPTION	AGREEMENT
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 Contractor determines that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk as defined in the (IT) IV&V Management Plan.	✓
Phase Gate Assessment Reports	<ul style="list-style-type: none"> Describe project status and progress for the current phase of the project and plans for the upcoming phase. Provide an analysis of the project's ability to meet future project milestones and deliverables and recommendations on project/Customer readiness to proceed to the next phase. 	✓
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"> OCM Plan (includes any training plans) Requirements Documents (Business, Functional, and Technical) Requirements Traceability Matrix Data and Document Conversion/Migration Plan(s) Project Plan/Schedule Design Specifications Technical Architecture Coding standards/Style guides Quality Assurance and Test Strategy/Test Plan/Test procedures Customer acceptance criteria Security Plans Implementation/Cutover Plan Sustaining Engineering Plan Agency Project Management Status Reports Disaster Recovery Plan 	✓
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	✓



DELIVERABLE NAME	DESCRIPTION	AGREEMENT
	Vendor, subcontractors, and external staff are clearly defined and aligned to facilitate success	

PCG's methodology employs an integrated team effort with DMS to identify the key aspects associated with deliverables for each project engagement. For the Florida DMS engagements, the IV&V staff will collaborate with the customers to identify the content and structure of deliverables outlined in Exhibit A Statement of Work. We understand the portfolio of projects under Florida DMS engagements is unique, and there may be situations where additional deliverables or revisions to previously submitted/approved deliverables are required.

Our IV&V team will use a four-step deliverable documentation approach/guideline when approaching all the DMS IV&V deliverables:

1. **DED:** Prior to beginning work on any documents that our team will be directly producing, we will meet with the appropriate Florida Information Technology Project management to discuss the format, content, etc. The goal of the DED is to ensure that a common understanding exists between the Florida DMS Project deliverables and PCG regarding the scope and content (depth and breadth) of the deliverable prior to beginning work on the deliverable.
2. **Interim Work Products:** The results of group work sessions will be incorporated into Interim Work Products for internal Project Team reviews.
3. **Baseline Draft Deliverable:** Our team will produce a baseline draft deliverable for formal project review/comment before submitting the final deliverable.
4. **Final Deliverable:** The submission of the final deliverable will incorporate input from the Baseline Draft Deliverable review. All baseline draft and final deliverable work products are subject to the internal quality assurance (QA) process using a Deliverable Review Checklist.

IV&V Toolkit

Eclipse IV&V frameworks and methodologies described above helps ensure proven processes are in place to facilitate a smooth project. Nevertheless, executing an effective IV&V effort requires more than process; it requires detailed content. The Eclipse IV&V Toolkit includes a structured "how-to" methodology, which prescribes the steps necessary to perform assessments, complete with a master assessment guide and more detailed individual assessment guides and checklists. Our assessments are not limited to IT project deliverables but extend to project management processes, controls, work products, methodology, and any revisions as appropriate. Our team examines all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures, and methodology. We intend to provide DMS with comprehensive assessments that provide clients the information needed to make good decisions for their projects. The IV&V Toolkit serves as the second key component of the methodology, **Proven Tools.**

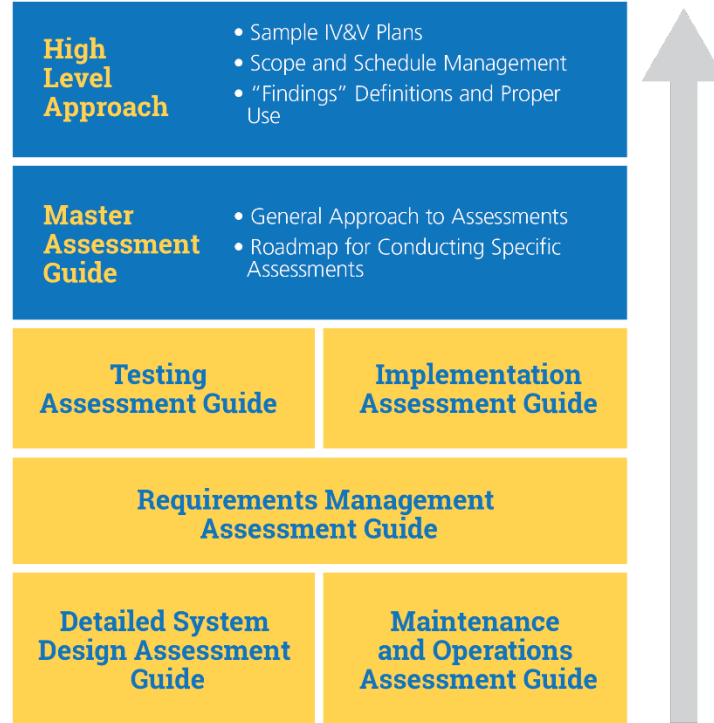


Figure 4: IV&V Toolkit

Our IV&V consultants are trained and certified on this methodology and understand how to use the guidelines, checklists, and other tools to provide the best value for our clients. The Eclipse IV&V Toolkit utilizes guides and checklists to assess project deliverables, management processes, and other IV&V Deliverables. Our toolkit includes the following customized templates for use in providing IV&V services:

- **IVVP:** The third major component and a key deliverable for DMS is the **IVVP** or the IV&V Management Plan. Our IV&V team develops a project plan following the requirements outlined in the contract, PMI PMBOK, concepts from IEEE std. 1012, and customer IT standards. The plan details the IV&V procedures, checklists, and other appropriate tools. The IV&V Project Schedule is also provided along with the IVVP to show timelines associated with IV&V deliverables. This detailed schedule, developed in Microsoft Project, assigns resources and timelines to all IV&V tasks. The schedule is consistently aligned with the DD&I vendor schedule to ensure the productive accomplishment of the IV&V tasks. Both the narrative IVVP and the Project Schedule and Plan are updated regularly as the project progresses.
 - **Tailoring:** Based on our extensive expertise, we know that IV&V methodology goes beyond frameworks, procedures, and methodologies, as each target system development is unique and may need tailoring appropriate to the type of system being developed. The tailoring effort includes defining the acceptable level of risks and identifying software components that are considered critical.
- **Requirements Traceability:** To ensure requirements are fully understood and traceable, we analyze the relevant sources such as the RFP, Statement of Work, business requirements documents, and applicable standards. A Requirements

Traceability Matrix (RTM) is usually a required product of the DDI vendor tasks. The IV&V team reviews this document and verifies its correctness and completeness. The RTM review results are presented within a Decision Analysis and Resolution (DAR) so that each finding is easy to track and address.


- **Implementation Readiness:** Because IV&V is focused on the project's success, our tasks continue in preparation for the implementation phase. We conduct a readiness assessment after a detailed review and report of the DDI Vendor's Operational Plan. The steps to move from the final pre-production test phase into live operations are examined for completeness and adequate resourcing. PCG includes operations oversight as one of the task areas examined throughout the project, so preparations for this final step are put in place along the way.
- **Risk Tracking Log:** PCG actively practices risk management when delivering IV&V services by maintaining findings and recommendations in our straightforward Risk Tracking Log. The risk tracking log enhances Management's insight into product and process risk. This log, like the assessment reporting, categorizes our recommendations into the major DD&I task areas. The primary strength of our risk tracking process is the development of actionable tasks to address each of our recommendations. The action items in our Risk Tracking Log are specific tasks that support mitigation of the risks. Correction action plans are made for any action items not completed upon implementation.
- **Assessments Guides:** The IV&V Team has developed procedures containing a general framework for evaluating the methods, inputs, outputs, and milestones for the DDI task areas that we evaluate. The Assessment Guides are based on IEEE, PMI, Information Technology Infrastructure Library (ITIL), and SEI concepts and can be used with any development life cycle methodology. Our internal process improvement activities are also used as input to procedures.
- **Interview Guides:** The essence of IV&V is communication. We frequently interact with vendors and agency stakeholders, often conducting scheduled interviews as part of process assessments. To gather information effectively, we prepare Interview Guides that address the concepts, questions, and discussion items we wish to explore during these interviews. These are prepared in advance and transmitted to the interviewees. This approach has effectively put stakeholders at ease, as they can expect well-documented information supporting our findings. Interviews are also used in assessing the effectiveness of project communication and customer/client involvement with the project.
- **DEDs:** To ensure the IV&V deliverables meet stakeholder expectations, PCG submits DEDs for our contracted deliverables. There is a library of successfully used project documents to maximize efficiency and leverage lessons learned from previous engagements. Producing a DED ensures a common understanding between the client and PCG regarding the scope and content of our deliverables. We encourage our clients to share the IV&V DEDs with the DD&I vendor to understand the IV&V role in the project.
- **IV&V Checklists:** Our team uses established checklists based on IEEE standards and customized to contract requirements to guide the document review process and support the testing phases of a DD&I project. The IV&V Checklists are distributed to the DD&I

vendor for deliverable document reviews before the draft deliverable is submitted for review. This supports the production of quality documentation from the vendor and ensures that the essential DDI deliverables are understood before expanding to produce them. The results are a key component of the feedback provided to our clients via Deliverable Assessment Reports.

- **Deliverable Assessment:** Deliverables that are reviewed by the IV&V team will be verified against client requirements, industry standards, best practices, and checklists that PCG has developed for the project. The Deliverable Assessments include specific comments in a table configured to track the vendor response and client acceptance. This method has successfully facilitated discussion of the deliverable and specifying any actions needed to finalize it.
- **Independent Verification Test (IVT) Plan:** PCG supports testing or test execution, as required, for each engagement. Our consultants apply to review and analysis techniques to verify testing results and the defect management process. Our very effective approach to testing support is developed from an Independent Verification Test (IVT) Plan that includes Gate Review Checklists detailing entry and exit criteria for each test phase. The Gate Review Checklists address the multiple test phases specific to the project, from test readiness to system acceptance. The development of an IVT Plan supports the DD&I Vendor test tasks by setting expectations early for progress through each phase.
- **Final Report:** Because IV&V focuses on the project's success, our tasks focus on preparing for the system's implementation. At the end of the IV&V contract, we provide the final report to our client summarizing the activities, project status, system implementation, open concerns, mitigation plans, and lessons learned.

PCG | insight™: The Eclipse IV&V Mobility Solution

Additional **Proven Tools** that will aid in DMS IV&V proposals include innovative and valuable applications that can aid in real-time project risk, issue, and status management. With IV&V as a core service offering, PCG has matured our Eclipse IV&V CoE, through which we are proud to offer our exclusive, first-to-market IV&V Mobility Solution, **PCG | insight**.



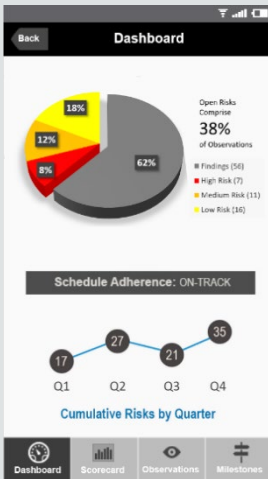
PCG | insight™ is a proven mobility tool that provides real-time metrics.

We recognize and appreciate our clients' needs to access the most up-to-date information regarding project status and progress and have built **PCG | insight** to meet that need. With the ability to deliver content directly to mobile devices, our IV&V Teams can provide critical IV&V insight in near-real-time to authorized project stakeholders—secure, seamless mobile access to project communications and information, whenever and wherever they need it. As a supplement to formal reporting, **PCG | insight** serves as a practical summary. It allows PCG to extend our “no surprises” philosophy to our IV&V engagements, delivered through an intuitive, graphic interface:

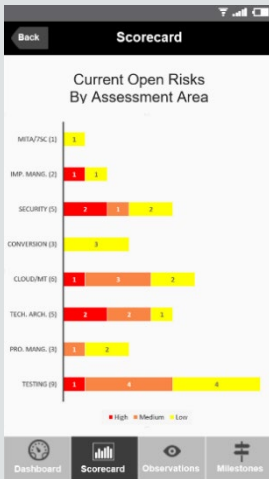
- Interactive metrics-based project Dashboard and Scorecard
- High-level IV&V Project Milestone Schedule
- Filterable/Searchable Findings Log

- Additional features and functionality are underway


DASHBOARD
Presents a graphic, intuitive interface displaying overall project health status



SCORECARD
Presents a graphic depiction of performance indicators by assessment area

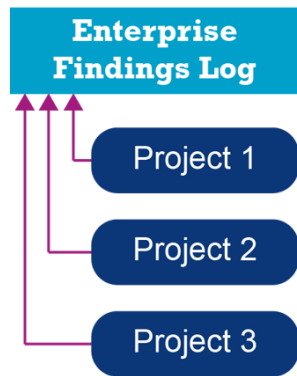


OBSERVATIONS
Presents a tabularized presentation of IV&V findings (risks, issues, etc.)



PCG | insight can easily be accessed on the go by a project sponsor, director, or other authorized stakeholders while in an executive steering committee meeting, a risk and issues meeting, or anywhere IV&V insight provides value. PCG is proud to offer a host of services and tools providing access to our extensive knowledge base along with our core IV&V services, uniquely positioning us to deliver the most complete and comprehensive IV&V services.

Enterprise Findings Log



In addition to our IV&V Mobility Solution, PCG is proud to offer our EFL, an aggregate of data from all IV&V Project Findings Log into a single, easy-to-read view as another **Proven Tool** that will benefit DMS IV&V projects. The EFL is built in PowerBI and stored in our CoE and is intended to be a user-friendly, easily accessible, and readily available platform for all IV&V Consultants and our clients.

Throughout the electronic review and approval process driven by Power Automate, notifications will automatically be sent to all requesting parties during each step of the findings review process.

Our team will capture the original issues identified from project findings logs across the nation and integrate them into enterprise findings log that may be accessed by all ongoing IV&V projects. This opens the door for communication as similar projects in different states may experience similar risks and issues. Using the EFL, PCG can coordinate

The Enterprise Finding Log is a proven tool that provides insight into common findings across the nation.

responses, mitigation strategies, and lessons learned in a large knowledge-sharing effort, minimizing the time and effect for specific risks and issues on FL DMS projects.

Agile Methodology

The Eclipse IV&V Agile Methodology defines a set of tools and guidelines for delivering IV&V services for projects in an Agile software development environment and is based on best practices from the Agile Manifesto and the Scrum Guide. Overall, Eclipse IV&V defines the larger scope of IV&V for all projects, is considered the basis of all IV&V delivery and provides the foundational material that can be customized for each engagement. In addition, the tools and deliverables are tailored to the Agile delivery pace and products.

- **Agile Methodology Checklists:** Our Agile IV&V checklists include details of the activities undertaken by various Agile teams. These checklists guide software development projects using an Agile or hybrid-Agile development approach. The checklists combine several Agile methodologies, as well as PCG's experience conducting IV&V for projects operating under vendor-specific Agile or hybrid-Agile approaches. Checklists customized based on the need and status of each project. Agile-based checklists address the main segments of the Agile development process, including Agile Roadmap, Scrum, Discovery, User Story, Product Grooming, Agile Delivery team, and Agile Validation Team.
- **Observations:** The Eclipse IV&V Agile Methodology is designed to meet the real-time reporting needs of Agile projects. Agile observations are based on the definition of Eclipse IV&V findings. Although like traditional IV&V deliverables, the Eclipse IV&V Agile Methodology deliverables raise the frequency of reporting findings by defining observations as a major communications tool. Observations can be oral, allowing for project stakeholder feedback quickly. Even if initially delivered verbally, observations are always documented and subsequently developed into findings depending on circumstances.
- **Monthly Report:** Eclipse IV&V traditionally provides a monthly report for all engagements. For Agile projects, the PCG IV&V Monthly Report tracks the project tasks and results in line with the pace they occur in the Agile development life cycle. The monthly report typically provides status on scope, trends, IV&V findings, and next steps.
- **Code Reviews:** In addition to regular monthly reports, our IV&V teams may also produce other assessment reports specified in the contract with the client, such as the code review. IV&V code reviews conducted during Agile development differ from the peer code reviews in other software development environments. Our team works with the vendor management and development leadership to determine the level of involvement needed for IV&V to collect information about code development through a code review. The checklist for code review considers coding standards and tools used to develop and promote code.
- **Test Assessment:** The Test Assessment is another example of an assessment that the IV&V team may produce as specified in the contract with the client. In Agile development, unit testing is concurrent with code development, but most large projects also overlay user acceptance tests. IV&V assesses the entire structure of the project software testing and assesses the criteria to enter and exit a final client acceptance test phase. Test automation tools are used in the IV&V Test Assessment, and overall

verification of the testing environments, and management of the code promoted to each, is examined. This IV&V task is proposed and documented as a deliverable and provided as a stand-alone report. Interviews based on checklist items and project-specific requirements provide input to the IV&V Agile Test Assessment. Also, project documentation associated with test planning, defect management, or test reporting is reviewed as part of the assessment. Test Assessment Results are provided in a stand-alone report, and findings from this assessment will be added to IV&V Findings log for tracking purposes. The scope and timing of test assessments are estimated early in the project while the actual frequency of test assessments is determined to project progress, but at least one should occur for every project.

Industry Standards and Best Practices

In all our work, the baseline standards that guide our assessments and deliverable reviews are captured in the Eclipse IV&V Base Standards. The standards will be revisited upon commencement of the various projects to ensure that our efforts are focused on the most current and up-to-date standards relevant to each project.

At a minimum, we use the primary industry standards of IEEE, CMMI, and PMBOK. In addition to these minimum standards and best practices, PCG uses one or more references listed in the Eclipse IV&V Base Standards as applicable to the project, phase, and assessment area. For example, when assessing the project's efforts toward OCM, PCG uses the Prosci ADKAR framework. The table on the following pages lists the base set of industry standards and best practices that PCG will use for the DMS and your customers' projects.

Table 2: Industry Standards and Best Practices

STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
IEEE	Institute of Electrical and Electronics Engineers, Software, and Systems Engineering Standards	The IEEE Software and Systems Engineering Standards used in the practice of Eclipse IV&V are listed individually below.
Project Management		
ISO/IEC/IEEE 16326	Systems and software engineering – Life cycle processes – Project management	This International Standard is intended to aid project managers in managing to the successful conclusion those projects concerned with software-intensive systems and software products. This International Standard specifies the required content of the project management plan (PMP). This International Standard also quotes the extracted purpose and outcome statements from the project processes of ISO/IEC 12207 (IEEE 12207) and ISO/IEC 15288 (IEEE 15288) and adds detailed guidance for managing projects that use these processes for software products and software-intensive-systems.
IEEE 1490	IEEE Guide – Adoption of the Project Management Institute (PMI) Standard A Guide to the Project	This standard documents information needed to initiate, plan, execute, monitor, and control, and close a single project and identifies those project management



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
	Management Body of Knowledge (PMBOK®)	processes that have been recognized as good practice on most projects most of the time.
PMBOK®	Project Management Body of Knowledge (PMBOK®) – Sixth Edition	The PMBOK is the sum of knowledge within the profession of project management. The PMBOK includes proven traditional practices that are widely applied and innovative practices that are emerging in the profession.
PMBOK® Government Extension	Government Extension to the PMBOK®	Extends the baseline information included in the PMBOK to provide an overview of the key project governance processes used in most public sectors, define key terms, describe atmospheres where government projects operate and review the management life cycle of government programs.
PMI®	Practice Standard for Work Breakdown Structures	Work breakdown structures (WBS) are used to define project deliverables and establish the structure to manage work to completion. This standard supplies project managers and team members with direction for the preliminary development and implementation of work breakdown structures.
Risk Management		
ISO 16085	Systems and Software Engineering - Life Cycle Processes - Risk Management	This standard provides a life cycle process for software risk management. This standard describes a process for managing risk during systems or software acquisition, supply, development, operations, and maintenance. This standard supersedes IEEE 1540.
Enterprise Architecture, Configuration, Governance, and IT Service Management		
ISO 20000/ITIL	Information Technology Infrastructure Library (ITIL) Framework	Best practice guidance contained within the ITIL framework supporting IT service management and IT service delivery.
ISACA/COBIT	Information Systems Audit and Control Association / Control Objectives for Information and Related Technology	This is a framework created by ISACA for information technology management and governance. It is a supporting toolset that allows managers to bridge the gap between control requirements, technical issues, and business risks.
TOGAF	The Open Group Architecture Forum (TOGAF)	The TOGAF framework is one of the most common architecture standards adopted by organizations throughout the world.
Service Oriented Architecture (SOA)		
The Open Group	The Open Group Service-Oriented Architecture Standards	The Open Group develops SOA open standards to assist business and information technology professionals within and outside The Open Group to understand and adopt SOA. The Open Group SOA Standards include: <ul style="list-style-type: none"> • SOA Governance Framework • Service Integration Maturity Model (OSIMM)



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
		<ul style="list-style-type: none"> SOA Reference Architecture
OASIS	Organization for the Advancement of Structured Information Standards	<ul style="list-style-type: none"> OASIS promotes industry consensus and produces worldwide standards for security, Internet of Things, cloud computing, energy, content technologies, emergency management, and other areas. OASIS open standards offer the potential to lower cost, stimulate innovation, grow global markets, and protect the right of free choice of technology. SOA Standards include: <ul style="list-style-type: none"> Reference Model for SOA (SOA-RM) Reference Architecture Foundation for Service Oriented Architecture Version 1.0.
OMG	Object Management Group	<ul style="list-style-type: none"> The Object Management Group is an international, open membership, not-for-profit technology standards consortium. OMG Task Forces develop enterprise integration standards for a wide range of technologies and industries. SOA Modeling Language (SoAM®)
Configuration Management		
IEEE 828	IEEE Standard for Configuration Management in Systems and Software Engineering	This standard establishes the minimum requirements for Configuration Management (CM) processes in systems and software engineering. The application of this standard applies to any form, class, or type of software or system. This revision of the standard expands the previous version to explain CM, including identifying and acquiring configuration items, controlling changes, reporting the status of configuration items, as well as software builds and release engineering. Its predecessor defined only the contents of a software configuration management plan. This standard addresses what CM activities are to be done, when they are to happen in the life cycle, and what planning and resources are required. It also describes the content areas for a CM Plan.
Software Engineering Processes		
IEEE 1016	IEEE Standard for Information Technology—Systems Design— Software Design Descriptions	This standard specifies requirements on the information content and organization of SDDs. The standard specifies requirements for selecting design languages to be used for SDD and requirements for documenting design viewpoints to be used in organizing an SDD.
IEEE 1220	IEEE Standard for the Application and Management of the Systems Engineering Process	This standard describes the systems engineering activities and processes required throughout a system's life cycle to develop systems meeting customer needs, requirements, and constraints.
IEEE 12207	Systems and software engineering – System life cycle processes	This standard establishes a common framework for software life cycle processes, with well-defined terminology that can be referenced by the software industry. It applies to the acquisition of systems and software products and services, to the supply,



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
		development, operation, maintenance, and disposal of software products and the software portion of a system, whether performed internally or externally to an organization. Those aspects of system definition needed to provide the context for software products and services are included.
IEEE 14764	Software Engineering – Software Life Cycle Processes – Maintenance	The process for managing and executing software maintenance activities is described. This is a revision of IEEE 1219.
IEEE 15288	Systems and software engineering – System life cycle processes	This standard provides a common process framework for describing the life cycle of systems adopting a Systems Engineering approach, including stakeholder needs and required functionality, documenting requirements, design synthesis, and system validation.
IEEE 24748-2	Adoption of ISO/IEC TR 24748-2:2011 Systems and Software Engineering—Life Cycle Management—Part 2: Guide to the Application of ISO/IEC 15288 (System Life Cycle Processes)	This standard addresses system, life cycle, process, organizational, project, and adaptation concepts, principally through reference to ISO/IEC TR 24748-1 and ISO/IEC 15288. The standard provides guidance on applying ISO/IEC 15288 from the aspects of strategy, planning, application in organizations, and application on projects.
IEEE 24748-3	Adoption of ISO/IEC TR 24748-3:2011 Systems and Software Engineering – Life Cycle Management – Part 3: Guide to the Application of ISO/IEC 12207 (Software Life Cycle Processes)	The purpose of this standard is to provide a defined set of processes to facilitate communication among acquirers, suppliers, and other stakeholders in the life cycle of a software product and is written for acquirers of systems and software products and services and for suppliers, implementers, operators, maintainers, managers, quality assurance managers, and users of software products.
IEEE 24765	Systems and software engineering — Vocabulary	This standard was prepared to collect and standardize terminology. Its purpose is to identify terms currently in use in the field and standard definitions for these terms. It is intended to serve as a useful reference for those in the Information Technology field and encourage the use of systems and software engineering standards prepared by ISO and liaison organizations IEEE Computer Society and PMI. Supersedes IEEE 610.
CMMI-DEV, Version 1.3	Capability Maturity Model Integration for Development	Best practices generated from the CMMI Framework; The Framework supports the CMMI Product Suite by allowing multiple models, training courses, and appraisal methods to be generated that support specific areas of interest.

STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
ISO/IEC/IEEE 42010	Systems and software engineering – Architecture description	This International Standard specifies how architecture descriptions of systems are organized and expressed. Supersedes IEEE 1471.
ISO/IEC 23026	Software Engineering – Recommended Practice for the Internet – Web Site Engineering, Web Site Management, and Web Site Life Cycle	Recommended practices for World Wide Web page engineering for Intranet and Extranet environments, based on World Wide Web Consortium (W3C) and related industry guidelines, are defined in this recommended practice. This recommended practice does not address stylistic considerations or human-factors considerations in webpage design beyond limitations that reflect good engineering practice.
Quality Management		
IEEE 1012	IEEE Standard for Software Verification and Validation	This verification and validation (V&V) standard is a process standard that addresses all system and software life cycle processes, including the Agreement, Organizational Project-Enabling, Project, Technical, Software Implementation, Software Support, and Software Reuse process groups. This standard is compatible with all life cycle models (e.g., system, software, and hardware); however, not all life cycle models use all of the processes listed in this standard.
IEEE 1045	IEEE Standard for Software Productivity Metrics	This standard provides a consistent terminology for software productivity measures and defines a consistent way to measure the elements that go into computing software productivity.
IEEE 1061	IEEE Standard for a Software Quality Metrics Methodology	This standard describes a methodology spanning the entire life cycle for establishing quality requirements and identifying, implementing, and validating the corresponding measures.
IEEE 15289	Systems and software engineering —Content of life-cycle information items (documentation)	The purpose of this standard is to provide requirements for identifying and planning the specific information items (information products) to be developed and revised during systems and software life cycles and service processes. The standard specifies the purpose and content of all identified systems and software life cycle information items, as well as information items for information technology service management.
IEEE 26511	Systems and software engineering — Requirements for managers of user documentation	This International Standard addresses the management of user documentation in relation to both initial development and subsequent releases of the software and user documentation. This International Standard was developed to assist users of ISO/IEC 15288 (IEEE Std 15288), Systems and software engineering — System life cycle processes, or ISO/IEC 12207 (IEEE Std 12207), Systems and software engineering — Software life cycle processes, to manage software user documentation as part of the software life cycle. This



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
		International Standard defines the documentation process from the manager's standpoint.
IEEE 26512	Systems and software engineering — Requirements for acquirers and suppliers of user documentation	This International Standard was developed to assist users of ISO/IEC 15288 (IEEE Std 15288) or ISO/IEC 12207 (IEEE Std 12207) in acquiring or supplying software user documentation and documentation services as part of the software life cycle processes. It defines the documentation process from the acquirer's standpoint and the supplier's standpoint.
IEEE 26513	Adoption of ISO/IEC 26513 Systems and Software Engineering— Requirements for Testers and Reviewers of User Documentation	This standard specifies activities for reviewing and testing user documentation and provides the minimum requirements for these activities. It covers review procedures for user documentation and system testing, usability testing, accessibility testing, and localization and customization testing of user documentation. It is relevant to project managers, editors, usability experts, testers, documentation reviewers, and information developers.
IEEE 26514	Adoption of ISO/IEC 26514 Systems and Software Engineering— Requirements for Designers and Developers of User Documentation	This standard specifies the processes for designing and developing software user documentation and provides the minimum requirements for these activities. It covers establishing project requirements, objectives, and constraints; audience and task analysis; user documentation design, development, and review. It is relevant to project managers, information designers and usability specialists, and information developers such as writers, editors, and illustrators.
IEEE 26515	Systems and software engineering — Developing user documentation in an agile environment	Because of the nature of agile development methods, the traditional means of developing the end-user documentation (both print and onscreen) as described in the current ISO/IEC 2651n family of standards are not entirely applicable. This International Standard was developed to assist users of ISO/IEC 15288 (IEEE Std 15288), Systems and software engineering — System life cycle processes, or ISO/IEC 12207 (IEEE Std 12207), Systems and software engineering — Software life cycle processes, and the ISO/IEC 2651n family of standards. It provides requirements and guidance to technical writers and related roles on adapting the processes described in the ISO/IEC 2651n family of standards to develop quality user documentation.
IEEE 730	IEEE Standard for Software Quality Assurance Plans	This standard aims to provide uniform, minimum acceptable requirements for the preparation and content of software quality assurance plans.
ANSI	American National Standards Institute	ANSI is a private, nonprofit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
ISO 9001	Quality Management Systems - Requirements	This standard specifies the requirements for an organizational quality management system aiming to provide products meeting requirements and enhance customer satisfaction.
ISO 9126	Software Engineering - Product Quality	This standard provides a model for software product quality covering internal quality, external quality, and quality in use. The model is in the form of a taxonomy of defined characteristics which software may exhibit.
Requirements Management		
ISO/IEC/IEEE 29148	Systems and software engineering – Life cycle processes – Requirements engineering	Provisions for the processes and products related to the engineering of requirements for systems and software products and services throughout the life cycle; it defines the construct of a good requirement, provides attributes and characteristics of requirements, and discusses the iterative and recursive application requirements processes throughout the life cycle. It provides additional guidance in the application of requirements engineering and management processes for requirements-related activities. This standard supersedes IEEE 1233, 1362, and 830.
Testing		
IEEE 829	IEEE Standard for Software and System Test Documentation	This standard applies to all software-based systems. It applies to systems and software being developed, acquired, operated, maintained, and/or reused [e.g., legacy, modified, Commercial-Off-the-Shelf (COTS), Government-Off-the-Shelf (GOTS), or Non-Developmental Items (NDIs)]. When conducting the test process, it is important to examine the software in its interactions with the other parts of the system. This standard identifies the system considerations that test processes and tasks address in determining system and software correctness and other attributes (e.g., completeness, accuracy, consistency, and testability) and the applicable resultant test documentation.
IEEE 1008	IEEE Standard for Software Unit Testing	This standard describes a sound approach to software unit testing and the concepts and assumptions on which it is based. It also provides guidance and resource information.
IEEE 1044	IEEE Standard Classifications for Software Anomalies	This standard provides a list of common attributes (e.g., Defect ID, Priority, and Severity) that should be collected for any defect identified during testing.
Procurement		
IEEE Std 1062	IEEE Recommended Practice for Software Acquisition	Recommends a set of useful practices that can be selected and applied during software acquisition. Primarily suited to acquisitions that include development or modification rather than off-the-shelf purchase.



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
Business Process, Change, and Training		
ADDIE	ADDIE: Analyze, Design, Develop, Implement, & Evaluate	This standard is an Instructional Systems Design framework that lists processes that instructional designers and training developers use.
ADKAR®	Prosci ADKAR: Awareness, Desire, Knowledge, Ability & Reinforcement	This standard is a change management model used to transition stakeholders to a new business approach.
BABOK	Business Analyst Body of Knowledge	This is the business analysis standard defined by the International Institute of Business Analysis.
OMG	Object Management Group	<ul style="list-style-type: none"> The Object Management Group is an international, open membership, not-for-profit technology standards consortium. OMG Task Forces develop enterprise integration standards for a wide range of technologies and industries. Business Process Model and Notation (BPMN™)
Software Security		
ISO/IEC 27002	ISO Code of Practice for Information Security Management (ISM)	This standard provides best practice recommendations on information security management for use by those responsible for initiating, implementing, or maintaining information security management systems.
NIST-FIPS	National Institute of Standards and Technology - Federal Information Processing Standard	Publicly announced standards developed by the U.S. Federal government for use by all non-military government agencies and by government contractors.
Industry Standards		
MITS-11-01v1.0	Enhanced Funding Requirements: Seven Conditions and Standards	<p>This Medicaid IT Supplement (MITS) document provides insight and context to states to allow them to meet the conditions and standards for an enhanced federal match for Medicaid technology investments.</p> <p>The original Seven Conditions and Standards have since been expanded by SMDL 16-009.</p>
SMDL 16-009	State Medicaid Director Letter 16-009	This CMS directive provides guidance concerning Advance Planning Document (APD) requirements, specifically around the conditions and standards required to receive enhanced funding for Mechanized Claims Processing and Information Retrieval Systems, including Medicaid eligibility and enrollment (E&E) systems and Medicaid MMIS. The SMDL includes Expanded CMS Conditions and Standards for enhanced federal funding.
MITA	Medicaid Information Technology Architecture	This architecture provides a consolidation of principles, business, technical models, and guidelines to foster an integrated business and IT transformation across the Medicaid enterprise.



STANDARD/REF.	STANDARD/REF. NAME	DESCRIPTION
CMS	Center for Medicare and Medicaid Services	This reference provides day-to-day operating instructions, policies, and procedures based on statutes and regulations, guidelines, models, and directives.
HIPAA	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	This act protects the privacy of individually identifiable health information and sets national standards for the security of electronic protected health information. The act is supported by additional rules (e.g., HITECH Act and Omnibus Rule) that provide further guidance.
HITECH	Health Insurance Technology for Economic and Clinical Health (HITECH)	This act provides four categories of violations that reflect increasing levels of culpability and are enacted to promote the adoption and meaningful use of health IT.
ADA	Americans with Disabilities Act	Provides standards (including Section 508) on the use of electronic and IT to assure that these technologies provide access to information and data for people with disabilities.
MARS-E	CMS Minimum Acceptable Risk Standards for Exchanges – Exchange Reference Architecture Supplement (MARS-E)	Provides interoperable and secure standards and protocols that facilitate electronic enrollment of individuals in federal and state health and human services programs.
ACA	Affordable Care Act	The comprehensive health care reform law enacted in March 2010; the law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law March 23, 2010 and was amended by the Health Care and Education Reconciliation Act March 30, 2010. The name "Affordable Care Act" refers to the final, amended version of the law. The law provides numerous rights and protections that make health coverage fairer and easy to understand, along with subsidies (through "premium tax credits" and "cost-sharing reductions") to make it more affordable. The law also expands the Medicaid program to cover more people with low incomes.

Information Technology Independent Verification and Validation Services

Contract No. 80101507-21-STC

Exhibit E

Contractor Performance Survey

Note: This is an example of the questions contained in the Contractor Performance Survey. The actual survey will be provided in electronic form.

Customers shall complete this Contractor Performance Survey for each Contractor on a quarterly basis. Customers will electronically submit the completed Contractor Performance Survey(s) to the Department's Contract Manager no later than the due date indicated in Section F-1 of Attachment A--Statement of Work.

Contractor's Name: _____ Quarter: _____

Purchase Order (PO) 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 3 2 1
- 2. Quality and completeness of work 4 3 2 1

Cost Control

- 3. Accurately estimated and controlled costs to complete work 4 3 2 1
- 4. Submitted, timely, accurate & complete invoices 4 3 2 1

Timeliness of Performance

- 5. Adherence to delivery schedule (major tasks, milestones) 4 3 2 1
- 6. Timely, current & complete reporting, tracking and documentation 4 3 2 1

Business Relations

- 7. Effectively communicated with Customer management and staff 4 3 2 1
- 8. Contractor staff was professional, cooperative and flexible 4 3 2 1

Customer Satisfaction

- 9. Overall Satisfaction with Contractor 4 3 2 1

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 Services
Contract No. 80101507-21-STC**

**Exhibit E
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.
- Responses to inquiries, technical, service, and administrative issues are usually effective and responsive.

Below Average ★★ (2)

- Non-conformances require minor Customer resources to ensure achievement of contract requirements.
- Cost issues require minor Customer resources to ensure achievement of contract requirements.
- Delays require minor Customer resources to ensure achievement of contract requirements.
- Responses to inquiries, technical, service, and administrative issues are 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.
- Responses to inquiries, technical, service, and administrative issues are not effective and responsive.

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