



**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 The North Highland Company LLC (Contractor) with offices at 3800 Esplanade Way, Suite 160, Tallahassee FL 32311, 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

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- 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:

Jeff Perkins
 The North Highland Company LLC
 3800 Esplanade Way, Suite 160
 Tallahassee, FLA 32311
 Telephone: (678) 575-6347
 Email: Tallahassee@northhighland.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.

The North Highland Company LLC

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

DocuSigned by:


Name: Jeff Perkins

Name: J. Todd Inman
Title: Secretary

12/15/2021 | 3:17 PM PST

Date:

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

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- 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	Develop an (IT) IV&V Management Plan to include: <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.

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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

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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.

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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.

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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

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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

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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

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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

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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
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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

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- 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

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

Request for Proposals (RFP) for
Information Technology Independent Verification and
Validation Services

RFP No. 21-80101507

Work Plan and IV&V Methodology Proposal

July 20, 2021

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North Highland IV&V Expertise Overview

With respect to the provision of IV&V services, more than 30 North Highland projects within the public sector in the last five years alone have been IV&V related. Through the delivery of IV&V and Quality Assurance (QA) services, North Highland has supported state-agency partners with the successful implementation of their statewide system development and implementation projects. Serving as the Strategic Planning, project management office, quality assurance, and IV&V partner on large, complex IT projects gives us the insights needed to determine whether project management, quality, and risk are well planned for, executed, monitored, and controlled.

North Highland has nearly three decades of experience with independent verification and validation initiatives. From our successful engagements, North Highland has amassed a considerable inventory of processes, tools, and metrics supporting the full application of IV&V services. This inventory, combined with lessons learned and the expertise of our IV&V consulting teams, informs our proprietary IV&V Management Assessment Protocol/5SM – known as **MAP/5**, which serves as a comprehensive methodology and work plan for delivering IV&V services. Using **MAP/5**, which is discussed further in *Section G*, Team North Highland is equipped to evaluate the correctness and quality of a customer project's programs and projects to ensure they are being developed in accordance with customer requirements.

MAP/5 Methodology for IV&V Services

North Highland has nearly three decades of experience with independent verification and validation initiatives. From our successful engagements, the firm has amassed a considerable inventory of processes, tools, and metrics supporting the full application of IV&V services. This inventory, combined with lessons learned and the expertise of our IV&V consulting teams, informs our proprietary IV&V Management Assessment Protocol/5SM methodology – known as **MAP/5** and noted in Figure 1 below, which serves as a comprehensive approach and roadmap for delivering IV&V services.

***Redacted in accordance with Florida Statutes section 688.002(4),
Uniform Trade Secrets Act***

Figure 1: North Highland MAP/5 IV&V Methodology

North Highland believes that the mission of IV&V is to verify best practices are employed, risks are identified and mitigated, issues are properly identified and addressed, contractual obligations are met, and project deliverables meet quality standards. **Our IV&V approach is founded on industry standard project management disciplines and processes**, such as:

- Project Management Institute's (PMI) Project Management Book of Knowledge (PMBOK)
- Institute of Electrical and Electronics Engineers (IEEE) Standard (Std.) 1490-2003
- IEEE Std 1058-1998 Standard for Software Project Management Plans
- IEEE Std 828-2005 Standard for Software Configuration Management Plans
- IEEE Std 730-2002 Standard for Software Quality Assurance Plans
- IEEE Std 1061-1998 Standard for Software Quality Metrics Methodology
- Based on industry standards for IV&V IEEE Std.1012-2004
- IT Infrastructure Library (ITIL) version 3
- Capability Maturity Model Integration (CMMI) Development Standards
- Framed on Deming's PDCA (Plan, Do, Check, Act) cycle for continuous quality improvement

We understand and recognize the dynamics involved in a large and complex system modernization project. **Our staff has deep and proven experience in helping our clients plan, procure, define,**

design, manage and oversee the delivery of large complex system implementations providing a solid based of experience for our proposed Work Plan and IV&V Methodology.

The North Highland IV&V Assessment Checklist contains more than 460 specific questions and provides for four possible responses: Yes, No, Unknown, Not Applicable. NH supplements the responses with our own observations and the actual feedback received from the individual(s) interviewed. Examples of the verification and validation IV&V Checklist assessment topics and review of project deliverables are:

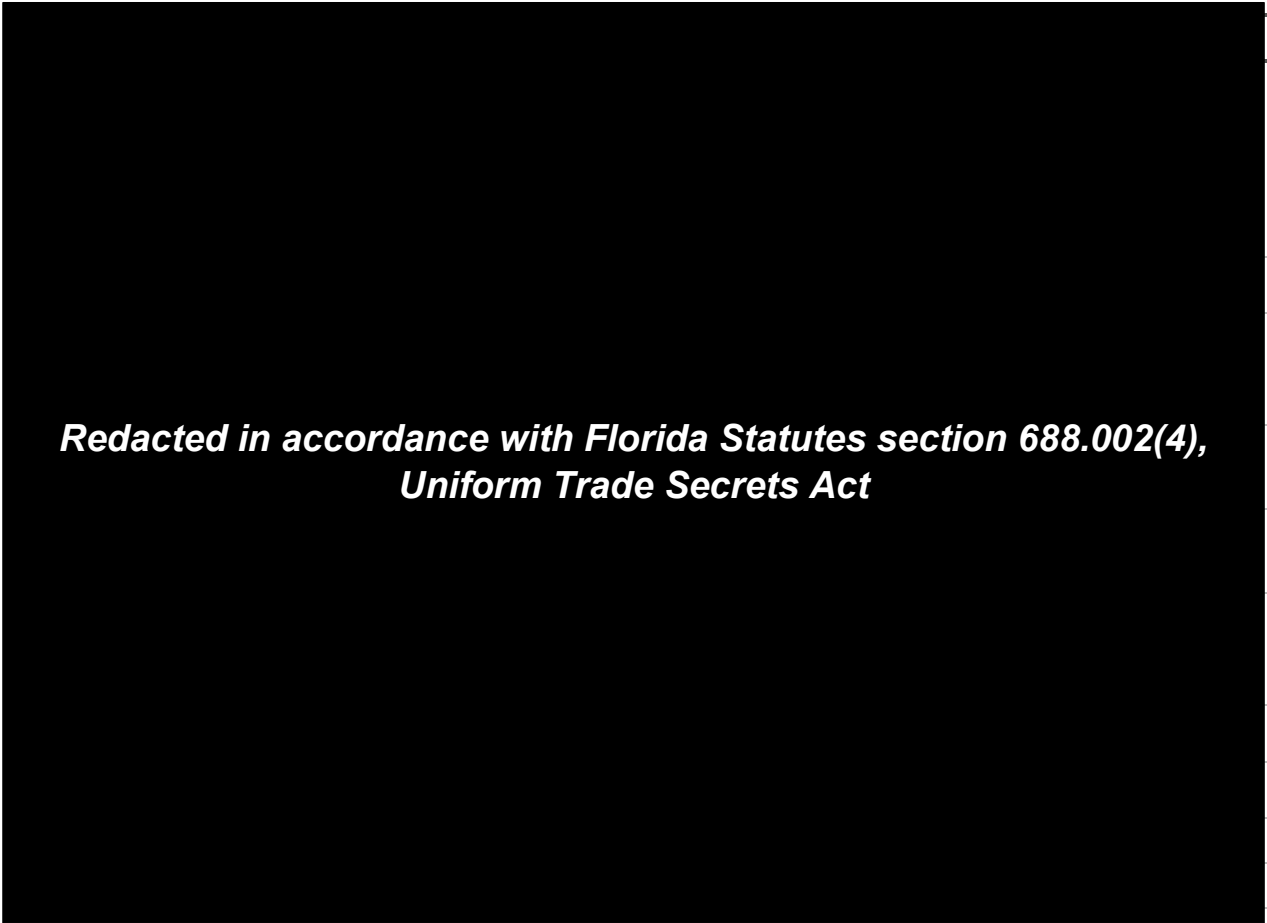


Table 1: IV&V Checklist Assessment Topics

IV&V is applied to a project in one of two ways – Periodic or Embedded as noted below at Figure 2. Periodic or part-time IV&V provides assessments based on an established schedule covering the project lifecycle. The schedule may be defined by the calendar, for example monthly or quarterly, or by milestone-driven lifecycle events. For customer Work Order Requests, the periodic IV&V may even be limited to a one-time-only assessment. Embedded IV&V is a full-time, ongoing process where IV&V resources are fully assigned to the project. North Highland anticipates the decision to apply either periodic or embedded IV&V to be determined with the issuance of each Work Order. Normally, IV&V responds to the customer’s ask. However, and unique to the customer’s Advisory, Strategy, and IV&V Work Order Services Project, North Highland can assist and support customers in evaluating decision options to determine the optimum approach for each Work Order Request based on the scope of the Work Order,

the complexity of the project, and the anticipated risk. Once consensus is reached, the IV&V approach and work plan is tailored accordingly as noted below.

***Redacted in accordance with Florida Statutes section 688.002(4),
Uniform Trade Secrets Act***

Figure 2: Embedded and Periodic IV&V Approaches

Work Plan Overview for Embedded IV&V Services

Embedded IV&V efforts are more extensive IV&V services, with IV&V assigned to the project from inception to close. Embedded is the form of IV&V being deployed by North Highland over many years on the on numerous state government, complex IT implementation programs and projects. Embedded processes mirror those used in the periodic approach but are ongoing throughout the project's lifecycle. For example, the protocols used during the Initial Assessment are modified and repeated with multiple, ongoing assessments of project health. Throughout the project lifecycle, IV&V collaborates with all necessary Customer leadership and stakeholders to execute the review processes. In addition to ongoing assessment, the embedded IV&V approach also provides:

A. IV&V Management Plan

The first of the five MAP/5 components is Project Management. To effectively assess project management capabilities necessitates that North Highland have a comprehensive Project Management (PM) methodology. The North Highland Project Management Protocol or PMP/5SM is based on a combination of project management principles espoused by the Project Management Institute’s PMBOK® Guide and considerable real-world, hands-on project experience delivering project management services.

The “/5” serves as a reference to the five core management process groups of Initiating, Planning, Executing, Monitoring and Controlling, and Closing that serve as the foundation for the IV&V services work plan. PMP/5 has been incorporated into North Highland’s MAP/5 IV&V methodology.

As an IV&V contractor, North Highland addresses Project Management from two perspectives. The first is applicable to the ways in which we assess PM processes, quality, and performance as attributes for the project as a whole – including State PM and the systems integrator PM functions. Since we have performed this project management work on behalf of many state agencies, we understand the requirements and quality expectations firsthand. The second PM perspective covers our internal adherence to Project Management standards in managing the work of our team.



Figure 3: MAP/5 Core Management Processes

Initiating

The key output of Initiating work plan activities is the approved Project Charter and the initial Master Project Schedule. IV&V looks to see that both artifacts are complete, operational, and of sufficient quality.

Project Charter

The first step in any project is developing a Project Charter. The Project Charter provides a statement of the program’s intended scope, objectives, and participants. It provides a preliminary delineation of roles and responsibilities, outlines the project objectives, identifies the main stakeholders, and defines the authority of the project manager. It serves as a reference of authority for the future of the project. The creation of the Project Charter helps ensure program alignment with the organization’s needs, and that stakeholders and project team members have a clear understanding of the objectives, scope, outcomes, roles/responsibilities, task assignments, and schedule. Once the project is signed, the Project Charter remains a static document used to define the scope of the project and set forth the authority of the Project Manager.

The charter continues to provide a foundation for the project, guiding the project’s established principles, goals, and objectives. IV&V examines the Project Charter to assess its key attributes as noted below:

- Project Title and Description. Definition of the project and its purpose

- **Project Manager Assigned and Authority Level.** Individual(s) given authority to lead the project and the extent to which he/she can determine, manage, and approve changes to the budget, schedule, and staffing
- **Business Case.** Purpose for the project and financial or other justification
- **Resources Pre-assigned.** Number or names of specific project resources
- **Stakeholders.** Individuals or groups affected by or who may influence the project
- **Stakeholder Requirements.** Requirements related to project scope, if known
- **Deliverable Description.** Specific deliverables expected and result
- **Assumptions.** Criteria believed to be true in the situation
- **Constraints.** Factors that may limit the ability to deliver or project boundaries/parameters
- **Measurable Project Objectives.** Measurable criteria that identify how the project ties into the organization's strategic goals
- **Project Approval Requirements.** Who and what will designate success of the project
- **High-Level Project Risks.** Potential project threats and opportunities

Project Schedule

The Master Project Schedule incorporates all the activities of the project by any contributing organizational unit into one master document. The Project Schedule outlines the activities, their duration, start dates, finish dates, and dependencies/relationships between activities. It identifies the resources to perform each of the activities. A well-designed and developed project schedule serves as a management tool for communicating the scope of work timeline for meeting project objectives. IV&V, both initially and on an ongoing basis, evaluates the status of the Project Schedule. IV&V expects to identify the following attributes within the Project Schedule:

- Entire project scope
- Deliverables-oriented Work Breakdown Structure (WBS) that visually represents the scope of work for the project phase down to the appropriate WBS level
- Work packages decomposed down to the activity level and sequenced in a logical manner within the project scheduling tool
- Effort each activity requires as a basis of estimating the overall effort required to complete the work
- Resource(s) assigned to activities
- Defined critical path that will be a key monitoring component

**Redacted in accordance with
Florida Statutes section
688.002(4), Uniform Trade
Secrets Act**

Planning

The IV&V Project Management Plan (PMP) adds the detail necessary for day-to-day task execution and management efficiency. The PMP is typically completed by the Project Team, led by the PMO, and with input and collaboration from the key stakeholders. This team approach helps to ensure a further alignment to the program objectives and buy-in from management and stakeholders. The trigger for Planning is the accepted Project Charter and the initial Master Project Schedule. In its initial review, IV&V looks to see that the Project Management Plan is complete prior to the project commencing other major activities and maintained appropriately throughout the project.

Project Management Plan

Every project begins with proper planning and the development of the PMP describing how a project is to be managed across all areas (i.e. scope, risk, issues, change, resources, schedule, etc.). The PMP lays the groundwork for informed decisions and planning regarding project direction, outcomes, and delivery. The PMP serves as an important element for initiating, planning, executing, controlling, and assessing the project, including identification of the complete “universe” of stakeholders potentially impacted by the project activities and outcomes. IV&V determines whether all of the key project management attributes are present.

Executing

Based upon an approved PMP, the Executing work plan activities can begin. The Executing activities and the Project Monitoring and Controlling activities (described in the next subsection) work together iteratively and perpetually until program closure. The Executing process deals with implementing and managing the program based on the PMP.

Successful Project Management through Executing is a function of a good plan that has been thoroughly developed and vetted and the time-tested experience of the team. Change is inevitable. However, effective governance helps ensure the project stays on track and delivers value. IV&V assesses these variables throughout the project life cycle. Additional key components assessed by IV&V include:

- **Quality Assurance.** IV&V checks to ensure Quality Assurance procedures are woven into the day-to-day operations of the PMO. This involves both in-progress quality checks and deliverable and end-of-stage quality reviews.
- **Issue Management.** IV&V checks to ensure timely resolution of issues that are likely to affect project performance and/or project outcomes. This includes implementing escalation procedures, as appropriate.
- **Risk Assessment.** Risk Assessment is an ongoing IV&V key activity. IV&V checks to ensure the initial risk assessment created during Planning is monitored, updated, and maintained. As well, IV&V examines risk response or mitigation strategies to ensure they are implemented, as appropriate, to minimize the impact of realized risks.
- **Communication.** Effective communication is a critical success factor for any project. Upward communications from the PMO to key stakeholders and the governance entities are key in providing up-to-date and accurate project status reports, providing accurate and best judgment risk and issue assessments, and in actively managing expectations. Effective downward communications to the team are essential in building a teamwork culture, communicating expectations and supporting personnel development. On an ongoing basis, IV&V explores the project’s communication protocols.

Monitoring and Controlling

Project Monitoring and Controlling (Control) includes managing, tracking, and reporting all elements built into the Project Management Plan. This process ensures the appropriate consumption of resources (people, costs, and materials) in accordance with the plan. The Control process is performed throughout the program until the program or project is complete and ready to close. Key areas requiring Control that IV&V seeks to examine include:

- **Schedule Management.** Schedule Management involves monitoring, tracking, and reporting all elements built into the Master Project Schedule. IV&V assesses schedule management processes and outcomes.
- **Variance Analysis.** Variances in cost and schedule are analyzed to determine adjustments that are needed in the project. Typically, Earned Value Analysis (EVA) is used to measure project performance. This analysis compares the amount of work planned with what was completed to determine the cost and schedule performance. IV&V conducts variance analyses to evaluate project performance.
- **Schedule Control.** Schedule Control is concerned with managing the actual project schedule based on the baseline project schedule, the performance reports on task completion against plan, and the incorporation of any approved scope and schedule changes. Outputs include schedule updates, corrective actions, and lessons learned. IV&V evaluates adherence to the project schedule, and any schedule-related concerns or schedule mitigation plans.
- **Scope Change Control.** Scope Management (Change Control) helps to validate that the requested changes to the project scope are justified, measured, and approved prior to implementation. While change is inevitable during a project, it must be rigorously managed to ensure successful and timely project completion. IV&V ensures effective change control processes are in place and monitors the change control log.
- **Cost Control.** Cost control deals with managing planned cost expenditures and dealing with unplanned variances. A time-phased project budget and cost plan is monitored by IV&V to ensure status and changes are effectively communicated.
- **Resource Management.** Resource Management involves monitoring, tracking, and reporting all elements related to the staffing of the project. Staffing levels and competencies are defined during Project Planning and specific individuals are selected for various roles on the project. Staffing level and staff performance is examined by IV&V throughout the project to ensure expectations are being met and project deliverables are being produced according to the quality plan and schedule.
- **Risk Monitoring and Control.** Risk Monitoring and Control is the process of keeping track of the identified risks, monitoring known risks and identifying new ones, and monitoring the execution of risk management plans. Risk Management is a key IV&V focus area that is closely monitored to ensure an effective program is in place and that results and outputs from executing the process are documented in the form of recommendations for corrective action or updates to the Risk Log.
- **Integrated Change Control.** Integrated Change Control is concerned with making sure that changes are coordinated across the entire program, and specifically that the process of Scope Change Control, Schedule (Time) Control, Cost Control, Quality Control and Risk Monitoring and Control are complementary and include considerations across control processes. IV&V examines each of these Change Control factors with every assessment.
- **Status Reporting.** Status reports are produced to reflect both project and in-scope project status. The timing and content of status reports comply with established PMO standards and guidelines. Dashboards are also effective tools for assessing project performance and health. Figure 4: *Sample*

Status Report and Dashboard serves as an example of a status report and dashboard presentation North Highland employs when serving as the contracted PMO entity on large, complex IT projects. IV&V looks to see that tools like these are produced according to schedule and used effectively by project management.

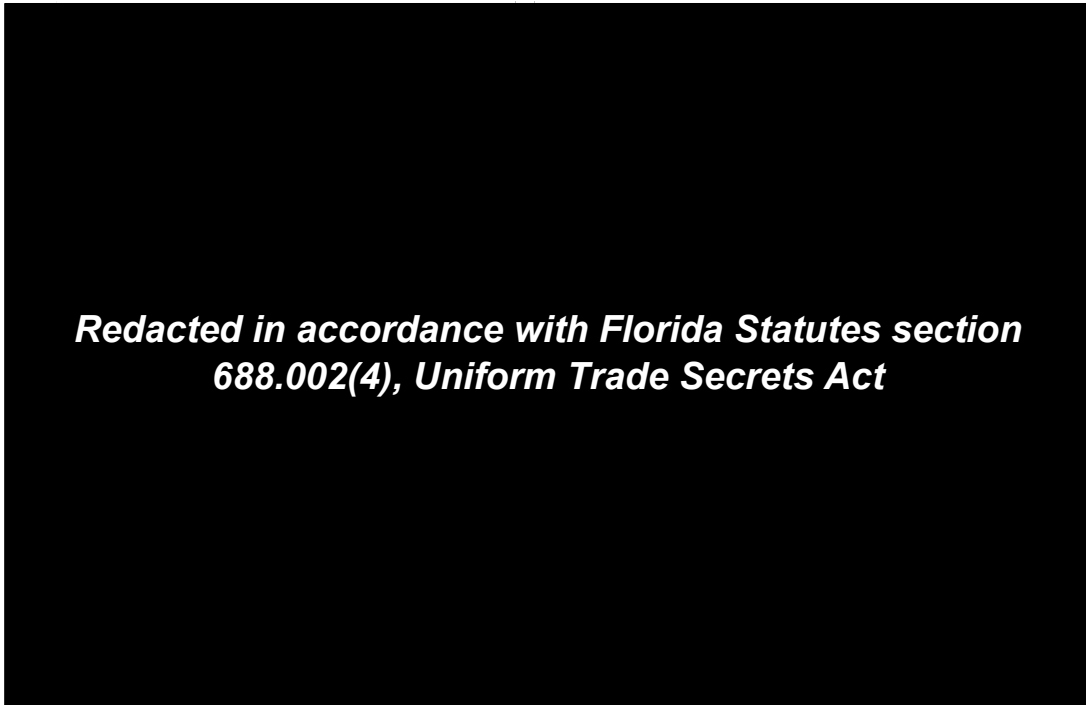


Figure 4: Sample Status Report and Dashboard

Closing

Closing includes bringing the program to an orderly conclusion, reviewing the key deliverables, gaining stakeholder agreement that planned objectives have been met, archiving program/project documentation and artifacts, and conducting a review of the lessons learned.

Closing includes an overall assessment of project performance to evaluate the success of the program against original objectives and scope including approved change requests. This also includes an assessment of team member performance and the development observed during the project. Finally, the project likely involved change to the organization including business process, technology and people, this final assessment identifies any outstanding issues to ensure total organizational transition to the change. IV&V is a participant in the Closing phase of a project and is heavily invested in lessons learned throughout the project life cycle.

B. Steering Committee Presentations/Reports

A critical and effective element of the **MAP/5** Embedded Monitoring process is the IV&V team facilitation of a Steering Committee meeting. The redacted example below in Figure 5 shows an independent view of

the execution of **User Acceptance Testing** (UAT). This view lists only the functional processes deemed as “key” and shows the percentage complete for each.



Figure 5: Sample UAT Tracking Metrics

C. Sample/Redacted Schedule Metrics

IV&V creates independent views of the status or active work to assess schedule performance. These views are used to monitor all project delivery areas, but more importantly to highlight key issues and risks that need corrective action and clarify/justify the need. The redacted example below at Figure 6 shows an independent view of the Data Conversion execution. The early views of this metric only include “plan” in the red line and the “resources” in the purple line showing the risk. The blue line then tracked the actual work completed or “earned value” and shows how the project team was able to close the gap to the original schedule with corrective action.



Figure 6: Schedule Variance Sample – Data Conversion

Below, Figure 7: *Schedule Variance Sample - Deliverables* showcases monitoring the overall project schedule, with the view below showing all the deliverables for a Design phase and the variances against the approved and baselined schedule.

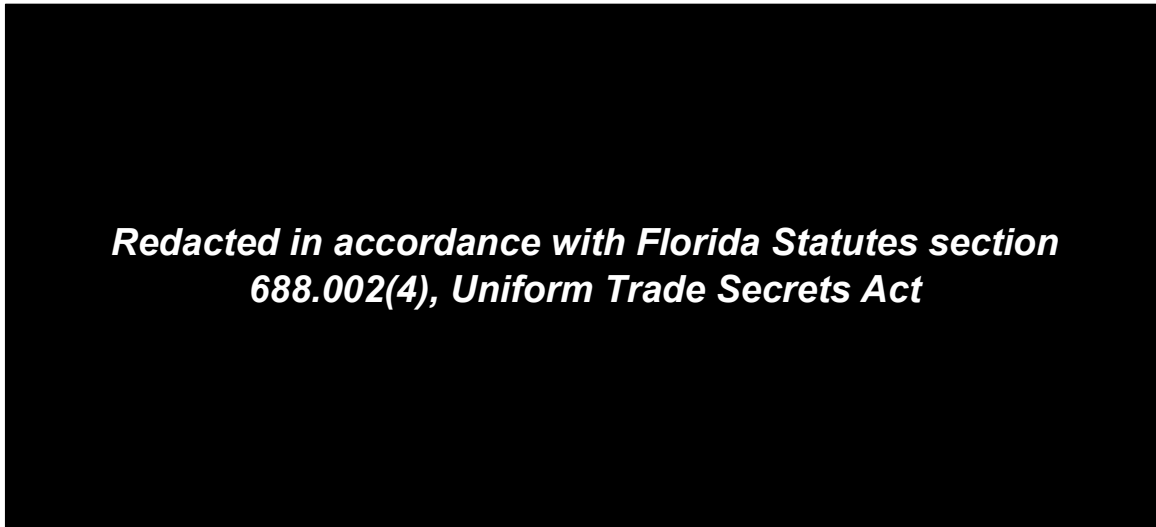


Figure 7: Schedule Variance Sample – Deliverables

D. Risk and Issue Tracking, Reporting and Resolution Plans

Continual Risk and Issue Tracking and Reporting includes identification methods, tracking tools/repositories (logs), reporting methods, and resolution procedures. The results and outputs from this process are documented in the form of recommendations for corrective action.

E. Deliverable Reviews/Approvals

Deliverables-review templates enhance the quality of the deliverables by setting clear expectations for the scope of each deliverable with a deliverable expectations document (DED) based on industry best practices and published standards; establishing a consistent review process that can be leveraged for all deliverables; and publishing acceptance criteria for each deliverable based on contractual requirements and industry standards/best practices. Project deliverables are assessed for quality based upon defined quality attributes, including but not limited to:

Adherence to Requirements. Does the deliverable satisfy specified requirements?

Clarity. For written deliverables, does the deliverable clearly state its meaning and minimize the possibility of misinterpretation?

Completeness. Does the deliverable fulfill applicable requirements, with no tasks left incomplete? Is anything missing?

Consistency. Are the requirements contained in the deliverable consistent?

Traceability. For each deliverable, are all applicable requirements traceable?

Adherence to Laws, Rules and Guidelines. Does the deliverable satisfy all applicable guidelines, standards, instruction, and policies issued by project managers as well as regulatory agencies?

Feedback themes and/or issues from the deliverable reviews are used as input to the monthly reporting process to provide a single source of project feedback on an ongoing basis to the Customer.

Work Plan Overview for Periodic IV&V Services

The work plan descriptions for different types of periodic IV&V assessments and example deliverables when performed in a periodic manner are noted below. The major work plan activities from the embedded IV&V approach, including Initiating, Planning, Executing, Controlling and Monitoring, and Closing remain for period IV&V services, although these activities are tailored based on each project’s unique needs. The represented deliverables below are relevant for both embedded and periodic IV&V services.

A. Initial Project Assessment

The initial IV&V assessment serves to: (1) assess the processes and work already completed, (2) evaluate the in-progress processes and work, and (3) provide actionable feedback in a collaborative manner to improve future work products and processes. The initial IV&V Assessment Report provides an overview of the project’s health, identifies specific areas to be improved, and proposes recommendations where applicable. The focus of this report is to concentrate on the project areas that are currently impacting the project’s schedule and/or quality with the intent of fostering continuous improvement within the project. It also establishes a mechanism for reporting on the various recurring IV&V tasks and deliverables.

During the Initial Assessment, IV&V evaluates the comprehensive set of project influences, completion objectives/requirements, and delivery processes. This includes observing regular status meetings, user teleconferences, and functional/technical exchange meetings – as well as participating in ad-hoc meetings that occur as part of normal project execution activity. IV&V considers a variety of inputs in the Initial Assessment process: ongoing reviews of relevant tasks in the project work plan; project artifacts, deliverables, working papers, and other documents; opinions of key stakeholders, such as the Leadership Team, project manager, project team members, and other resources as necessary (e.g., Business Analyst, Subject Matter Experts, etc.); and meeting/conference outputs. Figure 8: *Project Status Indicator Statistics*, below, provides an example of the scoring detail by category for a sample assessment period.

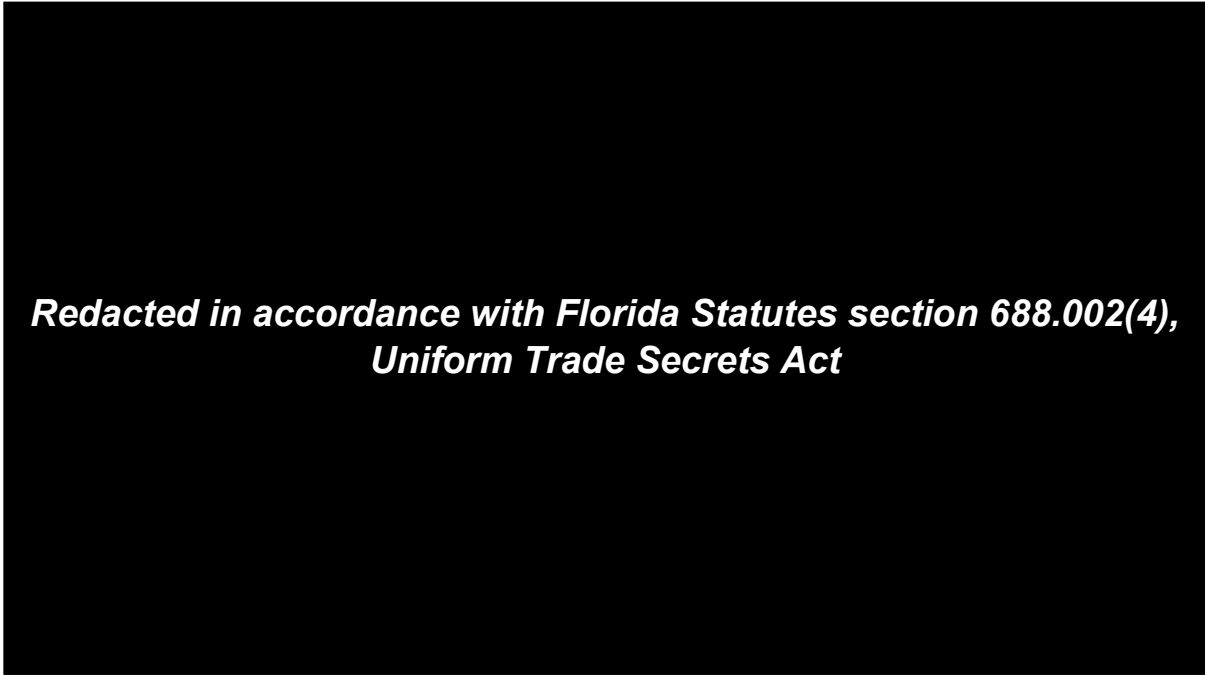


Figure 8: Project Status Indicator Statistics

The exhibit displays a color assigned to each assessment category in the far-left column. A key consideration for assigning a color rating to each area is the percentage of responses with a positive rating versus the percentage with a negative rating specific to the IV&V Checklist questions. An equally important consideration is the number of open and in-process “high” and “medium” priority issues, risks, and recommendations for the area. Green means the area is currently on track and minor improvements are possible, yellow means the area currently contains one or more areas of concern and improvements are required, red means significant issue(s) that limit the project effectiveness and/or success currently exist, and N/A means the project area is not applicable or was not assessed for the current reporting period.

B. Project-Wide Assessments

MAP/5 includes proven methods and sample templates for assessing all phases of the project lifecycle. North Highland tailors the approach and work plan to meet the unique needs of the customer and each unique project request. Assessments are also tailored for each active project phase, so data collection focus and metric views created provide valuable insight on confirmation or corrective action. Reviews provide a comprehensive investigation of the project team’s effectiveness by evaluating project management and project delivery results and effectiveness. These reviews are designed to increase the likelihood that the project successfully achieves its goals.

The sample “dashboard” in Figure 9 shows the rating for each of three active project phases and twelve process areas reviewed during the periodic Assessment on a statewide project. As this was the third periodic Assessment, it shows the change from the previous assessments. Since this template is

leveraged from the Initial Assessment, the ratings serve as the baseline to compare against similar future assessments.

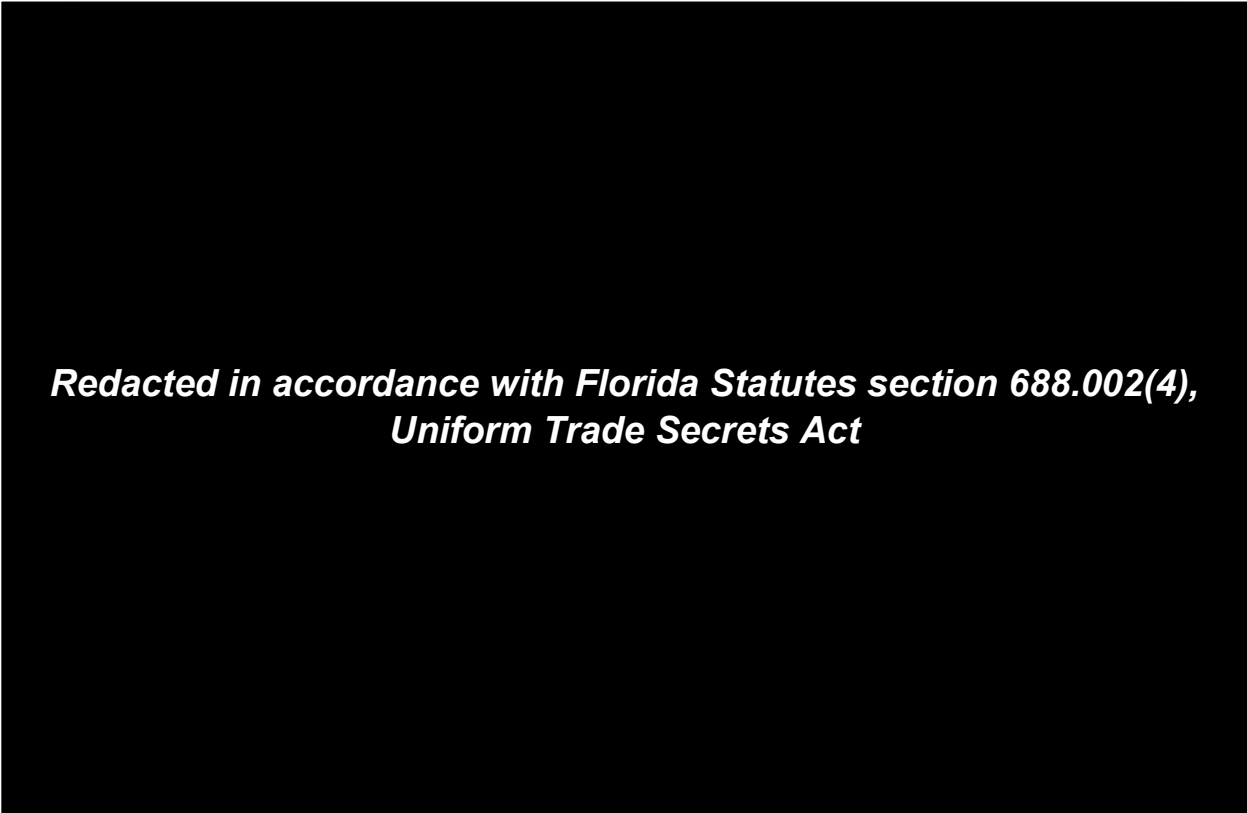


Figure 9: Sample Project Summary Dashboard

As the dashboard shows, the overall assessment of the project is *Green*. While six areas are rated *Yellow*, this is positive rating for a project of this size/complexity. Ratings for similar projects further along in their lifecycle typically have more issues and areas of concern.

C. Milestone Assessments – or Phase-End Assessments

Throughout all phases of the project lifecycle, IV&V collaborates with all necessary customer leadership and stakeholders to execute our review processes. Based on the requirements of each unique project, IV&V works with the customer to determine logical milestone groups for deliverables. Each milestone consists of related deliverables. For the IV&V Milestone Assessment Report, Team North Highland: (1) verifies/validates the processes and products are necessary and appropriate for the success of the project, and reflect appropriate/reasonable adherence to industry standards (PMI and IEEE); (2) assesses completeness, accuracy/correctness, sufficient level of detail, usability, adherence to established standards, and pervasiveness of cosmetic errors; and (3) identifies any potential deficiencies that may exist when the deliverables are considered as a package, or logical grouping

D. Stage-Gate Reviews

For system integration projects, one of the most important and most useful of IV&V stage-gate assessments are the Go/No-Go Decision Meeting Facilitation. This process includes IV&V performing an independent assessment of the go-live requirements and completion/readiness status followed by a meeting to review findings/recommendations and the views from the user organization and the system integration vendor. The goal of the meeting is to clearly communicate and analyze all aspects of the readiness status, allowing the user leadership team to make the Go or No-Go decision. Figure 10 provides an example Go/No-Go Summary slide.

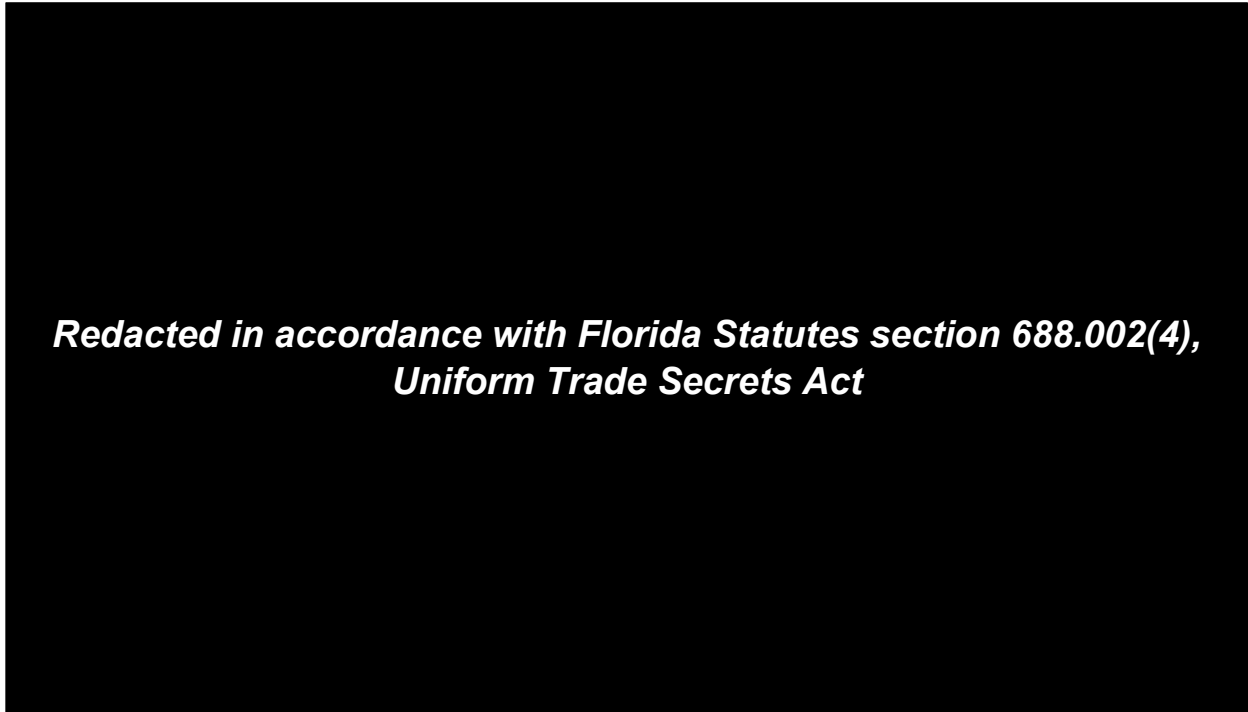


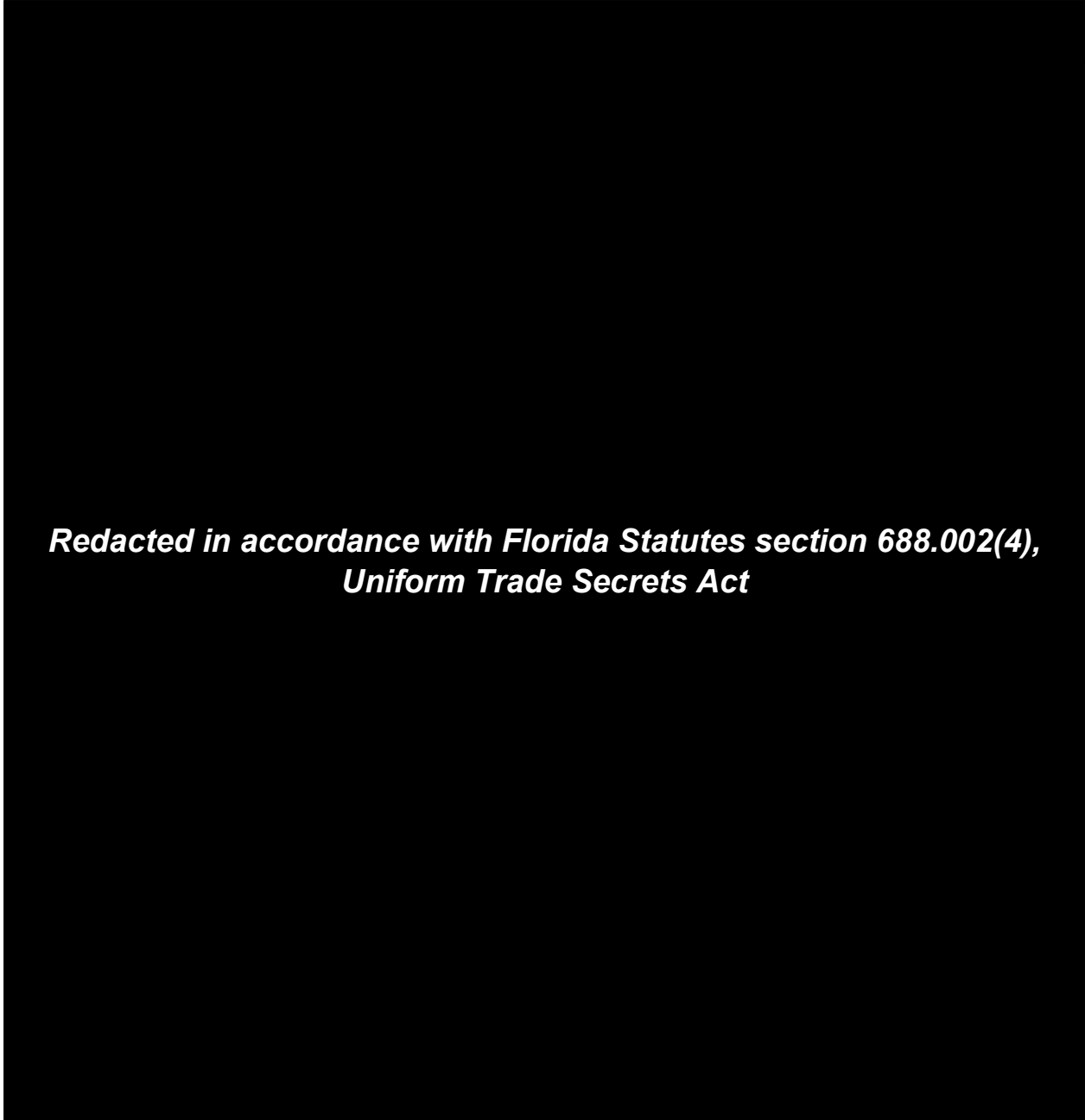
Figure 10: Sample Go/No-Go Summary

E. Post-Implementation Assessment Reports

Post-Implementation Assessment Reports are intended to provide the customer with an independent assessment of the delivery of processes and products under IV&V review and include the key benefits, risks, and “lessons learned” that can be used to improve subsequent phases of a project. In addition, IV&V includes User Satisfaction Survey Results to provide an indication of the how satisfied the owners (external and internal) are with the product delivered.

North Highland IV&V Project Work Plan - Activities and Deliverables

North Highland brings a proven approach for the review and approval of IV&V Project Deliverables. After initiating a project, all North Highland deliverables will be identified and described in an approved IV&V Management Plan. Any additional work products will be agreed upon with the Eligible User. One key to our success is our approach to 1) collaborate with our clients on the IV&V role expectations and methods, and to 2) proactively enable and manage our team members to deliver on client expectations. The following table represents an IV&V project work plan and the associated deliverables for a North Highland IV&V engagement.



***Redacted in accordance with Florida Statutes section 688.002(4),
Uniform Trade Secrets Act***

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Uniform Trade Secrets Act*

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Uniform Trade Secrets Act***

**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.