



**State Term Contract 84111600-20-1
For
Financial and Performance Audits**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **BDO USA, LLP** (Contractor), collectively referred to herein as the “Parties.”

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 March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated 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, 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 Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

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IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO

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- Organizing and directing the overall performance of the Customer PO
- 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
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- 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
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

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- Training Customer personnel through formal classroom courses, workshops, or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

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statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

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- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

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competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

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- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"

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subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting 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.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

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- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

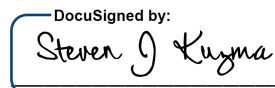
Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

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

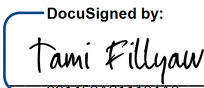
BDO USA, LLP

DocuSigned by:

784ED3B00D6A4D9
Steven Kuzma
Senior Managing Director

2/18/2021 | 9:07 AM EST

Date:

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

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991459A211104A3...
Tami Fillyaw
Chief of Staff

2/18/2021 | 5:01 PM EST

Date:

Contract Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	BDO USA, LLP
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 2: Financial and Performance Audits		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$285.00	\$285.00
Senior Consultant	\$204.00	\$204.00
Consultant	\$151.00	\$151.00
Junior Consultant	\$106.00	\$106.00
Program and Administrative Support	\$52.00	\$52.00

Contract Attachment 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.

CONTRACT ATTACHMENT C

TECHNICAL PROPOSAL TO PROVIDE FINANCIAL AND PERFORMANCE
AUDIT SERVICES TO

THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

RFP NO. 06-80101500-J

RESPONSE TO ATTACHMENT F, SERVICE CATEGORY 2

JUNE 2020





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450 S. Orange Avenue
Suite 550
Orlando, FL 32801

June 4, 2020

Mr. Joel Atkinson, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, FL 32399-0950

Dear Mr. Atkinson,

BDO USA, LLP ("BDO") appreciates the opportunity to present our qualifications to provide financial and performance auditing services to The State of Florida Department of Management Services ("the Department"). Through this statement of qualifications, we endeavor to show the Department our key value propositions:

- ▶ **Demonstrated significant experience and commitment.** We have a national and strategic commitment to serving the governmental and nonprofit sectors and serve over 4,000 such clients nationwide. This, combined with our considerable experience and knowledge of similar operations, systems, and programs, allows us to deliver an engagement team that understands your sector and industry and will utilize prior experience to ensure the Department's services are handled in an efficient and timely manner.
- ▶ **Strong Florida presence.** With approximately 375 personnel stationed in six offices across Florida, BDO offers a true Floridian focus to clients. We have substantial expertise and experience performing financial and performance audits, and we have the ability to serve the Department across the state of Florida. All of our personnel will work together to provide you with a full service team to ensure that we address your needs.
- ▶ **Personal attention and world-class experience and service.** BDO is one of the nation's leading public accounting firms and the world's fifth largest international accountancy network. BDO offers the depth of resources, diverse knowledge, extensive technical expertise, and breadth of skills one expects from a national firm with world-class resources. Combined with a personalized approach to client service and a commitment to extensive partner, director, and manager involvement in all of our engagements, BDO is able to offer the Department unparalleled service at the best value available in the accounting profession.
- ▶ **Commitment to perform.** We are sensitive to the mandates that the Department must comply with regarding the issuance of its reports and the importance of maintaining its high standard of performance for financial and performance reporting. We fully understand the work to be performed for this engagement as delineated in the request for proposal and will deliver your reports by your deadlines.
- ▶ **Value for fees.** We understand the importance of efficiencies and cost control and have specifically designed our methodology to provide our engagement teams with the tools they need to provide high quality services in a cost-effective manner. Additionally, we have rigorous internal procedures to maintain our high professional standards while controlling the scope and cost of the engagement to provide value to our clients.

With a national footprint, broad international network, and extensive past experience delivering professional accounting services to organizations similar to the Department, BDO is poised to address your immediate service needs and is ready to leverage our capabilities to support you. We commit to providing an excellent level of client service to you, together with the necessary balance of challenge, support, and personal relationships to assist you in meeting your business objectives.

The Department will be a valuable client to BDO and will receive the full attention of our senior resources. In this proposal, we have described our qualifications that we believe make us the best choice for the Department for future engagements. We are confident that the services we provide, our proactive service delivery approach, and our open communication style, all of which have helped us establish long-term relationships with hundreds of organizations similar to the Department, are suitably matched to your needs.

Sincerely,

A handwritten signature in black ink, appearing to read "SK", is written over a horizontal line.

Steven Kuzma
Senior Managing Director, Forensic Investigation & Litigation Services
404-942-2914 | skuzma@bdo.com

1. Experience

PUBLIC SECTOR INDUSTRY EXPERIENCE

Challenging times call for a new perspective.

The public sector is facing many challenges. In addition to political gridlock, the federal deficit has caused many agencies' budgets to shrink over the last several years, meaning that government leaders are under pressure to accomplish more with reduced funding.

BDO's Public Sector Practice serves a wide variety of clients across many levels of government. In addition to our federal government clients, we also serve regional, state, and local governments, drawing on deep experience to provide strategic, innovative solutions. Offering a unique depth of capabilities and resources, BDO helps government leaders develop tailored strategies and implement practical solutions that make the most of their limited resources.

Wherever government entities operate, our professionals provide swift resolution of technical issues and questions through partner-led client service teams, direct access to technical leaders, and the resources of our global network in more than 160 countries.

BDO provides a distinctly different option for clients by finding the right fit in terms of service scope, capabilities, geographic coverage, client service philosophy, and client profile.

We recognize that the government is not a one-size-fits-all market which is why we tailor our sophisticated array of services to effectively meet your needs.

OUR CORE PUBLIC SECTOR SERVICES INCLUDE:

- ▶ Assurance, Accounting, & Financial Reporting
- ▶ Inspector General Support Services
- ▶ Technology Governance & Portfolio Management
- ▶ Compliance, Risk Advisory, & Crisis Management
- ▶ Fraud Detection/Prevention, Investigation, & Litigation Support
- ▶ Enterprise Risk Management & Internal Audit
- ▶ Business Process Enhancement



We perform hundreds of financial statement and Uniform Guidance audits each year and engage in efforts to design, direct, or recommend corrective action programs to assist governmental and other public sector agencies remediate deficient practices and establish effective accounting protocols, systems, and procedures.

Many of these have been complex and comprehensive projects requiring coordination of multiple tasks for numerous entities within short timelines. We are, therefore, prepared and well-qualified to perform the comprehensive set of required audits and prepare all of the reports required by the regional, state and local governments in a coordinated and integrated manner that meets your needs for accurate reporting and prompt delivery.

Collectively, we have encountered a variety of issues over the years and helped governments resolve them. When GASB Statement No. 34 became effective, we assisted several governments in early implementation of the pronouncement. Our governmental clients get regular advice from us about emerging accounting and tax issues. Many of these clients annually submit their CAFR to the Government Finance Officers Association ("GFOA") for a *Certificate of Achievement for Excellence in Financial Reporting*.

Furthermore, BDO professionals have been certified by leading organizations dedicated to education, research, and professional standards. This commitment to quality and continuous professional development enables us to deliver seamless services to your world.

1. Experience

EXPERIENCE WITH STATE AND LOCAL GOVERNMENTS

Consisting of approximately 300 advisory audit, and tax professionals, BDO’s dedicated Public Sector Practice has recently performed financial statement audits, Single Audits, and prepared the Comprehensive Annual Financial Reports (CAFRs) for numerous municipal, state, regional, and federal government agencies.

Our practice has performed the CAFR audit for the **Government of the U.S. Virgin Islands** and the **Government of the District of Columbia**. We also serve as auditors for various municipal entities in the U.S. Virgin Islands such as **Virgin Islands Port Authority** and the **Virgin Islands Power and Water Authority**. The practice has also led service engagements for the **Federal Deposit Insurance Corporation** and **Federal Housing Finance Agency** and has serviced the **U.S. Department of Homeland Security**, the **U.S. Department of Treasury**, and the **Export Import Bank of the U.S.** Various members of our firm have worked with the **City of Grand Rapids**, **Kalamazoo County**, **Muskegon County**, and **Kent County, Michigan**.

We have provided audit and/or advisory services to the **City of Wilmington**, **Diamond State Port Corporation**, **Wilmington Parking Authority**, **New Castle County**, **Sussex County**, and **Kent County, Delaware**. Our personnel have worked with various municipal entities in both **Anne Arundel County, Maryland** and **Prince George’s County, Maryland**.

Our West Michigan and Anchorage, Alaska offices serve as auditors for over 50 governmental units, including state agencies, cities, and counties, such as **Alaska International Airports System**, **Alaska Municipal Bond Bank Authority**, **Alaska Housing Finance Corporation**, and the **Municipality of Anchorage**.

Some examples of our specific engagement experience is detailed in the following pages.

We deliver a broad array of services and solutions to meet our clients’ needs across the public sector spectrum. We are armed with significant knowledge and experience in each of the following areas:

- | | |
|----------------------------|--------------------------------|
| ▶ CAFR Review/ Disclosures | ▶ Pooled Cash/ Investments |
| ▶ Capital Assets | ▶ Procurement |
| ▶ Central Coordination | ▶ Proprietary Fund |
| ▶ Convention Center | ▶ Public Schools |
| ▶ Debt/Financing | ▶ Public Works |
| ▶ Economic Development | ▶ Retirement Plans/ OPEB |
| ▶ Fiduciary Fund | ▶ Risk & Insurance |
| ▶ General Fund | ▶ Sports Commission |
| ▶ Grants Management | ▶ Taxes & Revenue |
| ▶ Health/Medicaid | ▶ Tobacco Settlement Authority |
| ▶ Housing Finance | ▶ Transportation |
| ▶ Information Systems | ▶ Unemployment Compensation |
| ▶ Lottery | ▶ Universities |
| ▶ Nursing Homes | ▶ Water/Sewer |
| ▶ Parks & Recreation | |
| ▶ Payroll | |

1. Experience

SPECIFIC ENGAGEMENT EXPERIENCE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

We performed an audit of the District's CAFR which included the primary government, consisting of approximately 100 agencies, boards, commissions, and other departments along with numerous component units.

- ▶ Our audit also encompassed oversight of the financial statements and fund balances for the following organizational units which issued separate reports: (1) D.C. Public Schools; (2) D.C. Sports Complex and Entertainment Commission; (3) D.C. Lottery and Charitable Games Control Board; (4) Department of Employment Services' Unemployment Compensation Trust Fund; (5) Washington Convention Center Authority; (6) University of the District of Columbia; (7) Home Purchase Assistance Program; (8) Disability Compensation Fund; (9) Section 529 College Savings Plan; (10) Tobacco Asset Securitization Corporation; and (11) the Nursing Home Enterprise Funds.
- ▶ We issued an Independent Auditor's Report on the Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ We performed specific procedures related to the conversion of the District's personnel administration and payroll system to PeopleSoft.
- ▶ We also performed audits of the District's Annuitant's Health and Life Insurance Employer Contribution Trust Fund (OPEB). We also have experience auditing and reviewing the District of Columbia Retirement Board. As such, we have experience in evaluating business and audit risks for large volumes of investments, benefit payments, contributions, actuarial analyses and assumptions, required minimum contributions, funded status, eligibility, and GASB disclosures.
- ▶ We reviewed the internal control processes surrounding the significant activities of the following entities, which were folded into the District:
 - National Capital Revitalization Corporation
 - The Redevelopment Land Agency Revitalization Corporation
 - The District of Columbia Economic Development Finance Corporation
 - Anacostia Waterfront Corporation

We communicated and consulted throughout the engagement via our bi-weekly meetings with the CAFR Oversight Committee which included representatives from the Government Accountability Office, the District's Office of Inspector General, the Finance Office, the Mayor's Office, the City Administrator's Office, and various departmental executives.

GOVERNMENT OF THE VIRGIN ISLANDS

We performed an audit of the Government's basic financial statements, an audit in accordance with OMB Circular A-133 and/or Uniform Guidance, and quarterly agreed-upon procedures. The financial reporting entity includes the primary government, consisting of numerous agencies and departments.

- ▶ We conducted a comprehensive assessment of the general controls over the IT systems and review of the internal control processes surrounding significant activities.
- ▶ We issued an Independent Auditor's Report on the Internal Control Over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ We issued an independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133 and/or Uniform Guidance.
- ▶ We communicated and consulted throughout the engagement via our periodic status meetings with the Commissioner of Finance and the Virgin Islands Office of Management and Budget.
- ▶ Our audit also encompassed oversight of the financial statements for the following organizational units which issue separate reports: (1) Virgin Islands Public Finance Authority (PFA); (2) Tobacco Settlement Financing Corporation (TSFC); (3) Virgin Islands Housing Authority (VIHA); (4) Virgin Islands Port Authority (VIPA); (5) Virgin Islands Water and Power Authority (WAPA); (6) Virgin Islands Government Hospital and Health Facilities Corporation (VIGHHFC); (7) University of the Virgin Islands (the University); (8) Virgin Islands Economic Development Authority (EDA); (9) Magens Bay Authority (MBA); (10) Virgin Islands Housing Finance Authority (VIHFA); (11) Virgin Islands Public Television System (VIPTS); (12) Virgin Islands Waste Management Authority (VIWMA); (13) University of the Virgin Islands Research and Technology Park (RTPark); and (14) Employees' Retirement System of the Government of the Virgin Islands (GERS).

The audit team has been helpful in providing guidance on implementation considerations for newly issued accounting pronouncements.

1. Experience

SPECIFIC ENGAGEMENT EXPERIENCE

MUNICIPALITY OF ANCHORAGE, ALASKA

The Municipality of Anchorage, Alaska (Municipality) is located in southcentral Alaska and encompasses a geographic area of 1,958 square miles and serves a population of 295,365. The financial entity consists of the primary government, four component units, as well as 3 regulated utilities. Services provided include:

- ▶ An audit of the Municipality's basic financial statements conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- ▶ Separate audits of the basic financial statements for each of the four component units conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- ▶ Separate audits of the basic financial statements of the Municipality's four major enterprise funds conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- ▶ An audit of the Municipality's major federal programs conducted in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance).
- ▶ An audit of the Municipality's major state programs conducted in accordance with the audit requirements of the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*.
- ▶ A comprehensive assessment of the general controls over the IT systems and review of the internal control processes surrounding the significant activities.
- ▶ Performed specific procedures and issued an Agreed Upon Procedures (AUP) report to assist in evaluating compliance with the local government financial test requirements under Municipal Solid Waste Landfill Criteria, 40 Code of Federal Regulations, Part 258 Subpart G.
- ▶ We performed specific procedures in accordance with the authoritative guidance provided in the Federal Transit Administration's National Transit Database 2018 Policy Manual regarding federal funding allocation data and financial data.
- ▶ We performed specific procedures and issued an Agreed Upon Procedures (AUP) report to identify internal controls and test expenses recorded by the third party operator of the Municipality's jointly-owned Beluga River Unit natural gas field.

BLUE CROSS BLUE SHIELD

BDO was responsible for performing an independent annual audit of the financial operations of the Blue Cross and Blue Shield Federal Employee program (FEP or the Program) in accordance with generally accepted auditing standards, as set forth by the American Institute of Certified Public Accountants (AICPA), and generally accepted government auditing standards, as set forth by the U.S. General Accounting Office. The FEP has over 9 million registered federal employees as participants.

The performance of this engagement required approximately 30 team members (partners, directors, senior managers, managers, senior accountants, and staff accountants) and approximately 8,000 personnel hours from our New York Metro, Greater Washington, D.C. and Chicago, Illinois offices.

The audit was incredibly challenging and involved travelling to several different plan locations across the nation to complete the tasks. Timelines were extremely tight and no deadline could be missed, as it would result in delays in the Federal Government's audit.

- ▶ In addition to the above financial statements, BDO audited the financial statements of the (1) Blue-Vision Program; (2) the Blue Cross and Blue Shield Service Charge Account; (3) the CVS-Caremark Managed Retail, Mail, and Specialty Pharmacy Prescription Drug Benefit Programs; and (4) Agreed Upon Procedures for annual statements required by the Federal Government's Office of Personnel Management (OPM).
- ▶ We issued an Independent Auditor's Report on the Internal Control Over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ We conducted a comprehensive assessment of the general controls over the IT systems and reviews of the internal control processes surrounding the significant activities of all of the above entities and Programs that are included in the FEP Program.
- ▶ We evaluated separate internal control and compliance findings in the areas of (1) the FEP Program controls; (2) the controls over the Blue Vision Program exercised by an outside agent, Davis Vision; (3) the controls at CVS-Caremark; and (4) the controls at the central operations center.
- ▶ We performed specific procedures related to a large number of participating Plans (nationwide) of the Blue Cross and Blue Shield Program.

Revenues of the Program exceed \$20 billion. Over 20 million claims are managed by the Program each year. The Blue Cross and Blue Shield FEP Program is one of the largest, if not the largest, programs nationwide.

1. Experience

SPECIFIC ENGAGEMENT EXPERIENCE

THE VIRGIN ISLANDS WATER AND POWER AUTHORITY

The Authority owns, operates, and maintains an electric generation and distribution system and a water production and distribution system. The audit of these systems covered operating revenues generated from regulated water and electric sales, federal and capital grants, review of capital assets and improvements, regulatory assets, and various debt instruments.

- ▶ We conducted a comprehensive assessment of the general controls over the IT systems and review the internal control processes surrounding the significant activities.
- ▶ We issued an Independent Auditor's Report on the Internal Control Over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ We issued an Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133.
- ▶ Members of the BDO Team have worked with the Authority in issuing a special assignment report regarding a depreciation assessment of the Authority's capital assets, which is mandated by the Public Service Commission every five years.

The audit team has been active in providing audit results that highlight opportunities for progress in achieving the Authority's mission and financial reporting goals.

U.S. DEPARTMENT OF HOMELAND SECURITY, TRANSPORTATION SECURITY ADMINISTRATION

The Transportation Security Administration (TSA) needed to perform a congressionally-mandated independent study of the performance and cost of federalized airports compared to privatized airports in the Screening Partnership Program (SPP). TSA needed to ensure its current methodology for comparing performance and cost of SPP and non-SPP airports met GAO requirements. BDO conducted an independent assessment of cost and performance of SPP versus non-SPP airports by using tailored versions of its proven methodologies for cost and performance assessments. BDO reviewed TSA's current methodology by assessing the SPP's current state and future state and provided prioritized recommendations. BDO delivered independent cost and performance assessment reports to TSA that withstood congressional and GAO scrutiny. BDO also delivered a report with recommendations for improving cost estimates and performance measurements.

VIRGIN ISLANDS PORT AUTHORITY

The Authority manages two airport facilities and is responsible for the maintenance and operation of marine cargo and passenger facilities. The audit encompassed funding generated from operating revenue related to marine and aviation operations, which includes charges to cruise ship lines, charges to cargo lines, property rental operations, user agreements, tariffs, parking operations, capital improvements, and various bond indentures.

- ▶ We conducted a comprehensive assessment of the general controls over the IT systems and review of the internal control processes surrounding the significant activities.
- ▶ We issued an Independent Auditor's Report on the Internal Control Over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ We issued an Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133 and/or Uniform Guidance.
- ▶ The airlines that use the Authority's airport facilities collect a Passenger Facility Charge (PFC) from travelers leaving the Authority's premises. We performed procedures over the various and required program criteria. Such criteria and assurances are in accordance with the Federal Aviation Administration's respective audit guide for public agencies.
- ▶ We reviewed Official Statements in connection with Revenue and Refunding Bonds and provided consent for use of our reports within the offerings.

ALASKA INTERNATIONAL AIRPORTS SYSTEM

The Alaska International Airports System (Airports System) is a major enterprise fund of the State of Alaska and is comprised of the operations of the Ted Stevens Anchorage International Airport (ANC) and Fairbanks International Airport (FAI). Services provided include:

- ▶ An audit of the Airports System's basic financial statements conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- ▶ A comprehensive assessment of the general controls over the IT systems and review of the internal control processes surrounding the significant activities.
- ▶ Report on compliance with requirements applicable to the Passenger Facility Charge Program in compliance with the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration.

1. Experience

SPECIFIC ENGAGEMENT EXPERIENCE

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

The California Public Employees' Retirement System (CalPERS) is an agency in the California executive branch that manages pension and health benefits for more than 2 million California public employees, retirees, and their families with a total market value of investments of over \$380 billion.

As part of this engagement, we performed an audit of the Government's basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. The financial reporting is for CalPERS, which is a component unit of the State of California and is included in the group financial statements within the State's Comprehensive Annual Financial Report (CAFR).

- ▶ We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- ▶ We issued an Independent Auditor's Report on the Internal Control Over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ We communicated throughout the engagement via our periodic status meetings with the Controller and the Financial Reporting & Accounting team.
- ▶ Attestation report over the census of CalPERS Public Employees' Retirement System Agent Plan.
- ▶ Our audit services also included audit procedures over the following additional reports for GASB 68 and 75 for the employers in which pension plans and OPEB trusts are managed by CalPERS: (1) CalPERS GASB 68 Public Employees' Retirement System Agent Plan; (2) CalPERS GASB 68 Schools Schedules of Employer Allocations and Collective Pension Amounts - Measurement Date June 30, 2019 (Cost-Sharing); (3) CalPERS GASB 68 Public Agency Schedules of Employer Allocations and Collective Pension Amounts (Cost-Sharing); and (4) CalPERS GASB 75 Schedule of Changes in Fiduciary Net Position by Employer for the OPEB Trust Plan.

The performance of this engagement requires approximately over 30 team members (partners, directors, senior managers, managers, senior accountants, and staff accountants) across multiple offices in our West Region. Although engaged less than 5 months prior to issuance, we successfully completed the first year audit in 2019 on time and successfully transitioned the work from their previous auditors from a larger accounting firm. This was completed through early and significant involvement of leaders to set realistic audit plans coupled with proactive project management throughout the audit.

DELAWARE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (DPERS)

The Delaware Public Employees Retirement System (DPERS) is a component unit of the State of Delaware that manages pension and health benefits the Delaware public employees, retirees, and their families with a total market value of investments of over \$9.5 billion.

As part of this engagement, we performed an audit of the plans financial statements, in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States.

- ▶ We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- ▶ We issued an Independent Auditor's Report on the Internal Control Over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- ▶ Our audit services also include audit procedures over the following additional reports for GASB 68 and 75 for the employers in the pension plans: (1) Schedule of Employer Allocations and Schedule of Amounts by Employers and (2) Census information.

MIAMI-DADE COUNTY - PUBLIC HOUSING COMMUNITY DEVELOPMENT

BDO assisted a Florida County government with conducting an internal, forensic investigation involving the review of affordable housing developments that were funded by Miami-Dade County and constructed by several entities that were previously indicted and plead guilty to criminal activities involving the misappropriation of federal funding that was expressly provided for the development and construction of affordable housing projects in Miami-Dade County, Florida. Efforts included reviewing and analyzing construction records in order to determine if any funds allocated by the County to certain affordable housing developments were diverted to these entities for personal or inappropriate use, resulting in financial damages to the County. Efforts also included development of a damages analysis to quantify the total amount of alleged losses owed to the County due to the misappropriation of funds and improper activity.

1. Experience

SINGLE AUDITS & RETIREMENT SYSTEMS

BDO has significant experience performing Single Audits for a variety of clients from multifaceted, international institutions supported by complex grant and contract programs to nonprofits and colleges and universities with research and development (R&D), student financial aid, and other major programs. The quality of our Uniform Guidance audits is evident through the desk and quality reviews conducted by oversight organizations such as the General Accounting Office, federal inspectors general, and state auditors. BDO maintains a national set of systems and procedures with respect to the Single Audits we perform. This includes the use of standardized workpapers and audit tools that allow our teams across the country to have a consistent technical approach no matter the size or scope of the institution being audited.

Furthermore, we have in-depth knowledge and experience with cost accounting standards, cost allowability and allocability, budgeting and forward pricing, and time reporting and labor distribution systems. In addition, we have assisted clients in developing their indirect cost rates and structuring their indirect cost pools. These reviews focus on establishing a structure to maximize the indirect cost recovery for the organization while helping to ensure that it complies with all government requirements. Additionally, BDO has performed numerous in-depth reviews of clients' internal controls in order to assess whether controls required by government regulations are in place and identify areas where procedures can be established to further strengthen controls. BDO can work directly with a variety of federal and state agencies as inquiries and/or audits occur at the Department.

Clients of BDO's senior level personnel have experience working with federal funding from the following federal agencies:

- ▶ Agency for International Development
- ▶ Department of Agriculture
- ▶ Department of Commerce
- ▶ Department of Defense
- ▶ Department of Education
- ▶ Department of Energy
- ▶ Department of Health and Human Services
- ▶ Department of Homeland Security
- ▶ Department of Housing and Urban Development
- ▶ Department of the Interior
- ▶ Department of Justice
- ▶ Department of Labor
- ▶ Department of State
- ▶ Department of Transportation
- ▶ Department of Treasury
- ▶ Environmental Protection Agency
- ▶ Federal Aviation Administration
- ▶ Federal Emergency Management Agency
- ▶ General Services Administration
- ▶ National Aeronautics and Space Administration
- ▶ National Endowment for the Arts
- ▶ National Endowment for the Humanities
- ▶ Social Security Administration

In the area of audits of Public Employee Retirement Systems and familiarity with Florida Statutes 112, 175, and 185, our firm has significant experience as evidenced by the following list of current Public Employee Retirement System clients:

- ▶ City of Miami FIPO
- ▶ City of Miami Beach Police and Fire Pension Fund
- ▶ City of Miramar Police Retirement Fund
- ▶ Miramar Management Retirement Fund
- ▶ City of North Miami Police Pension Fund
- ▶ City of Coral Gables Retirement System
- ▶ City of Hollywood Police Pension Fund
- ▶ Miramar General Employees Retirement Fund
- ▶ City of Oakland Park Police and Fire Fighters Fund
- ▶ City of Davie Fire fighters Retirement Fund
- ▶ City of Lauderhill Police and Fire Fund
- ▶ Hialeah Gardens Police Officers Pension
- ▶ Riviera Beach Mun Firefighters' Pension Fund
- ▶ Plantation Police Officers' Pension Plan
- ▶ Riviera Beach Police Pension Fund
- ▶ Deerfield Beach Municipal Police Officers Pension Fund
- ▶ Key West Police Officers' & Firefighters Pension Fund
- ▶ Palm Bay Police & Firefighters Pension Fund
- ▶ Pembroke Pines Fire and Police Pension
- ▶ Sunrise Firefighters Retirement Plan













2. Proposed Solution

With more than 2,700 professionals within our national assurance practice, the State of Florida can be assured that BDO has the depth and breadth of experience to meet your various financial and performance audit needs. We understand the diverse services the State is seeking qualifications on based on the RFP, and we confirm that we have the professionals to deliver these services, and more, to meet your organizations' complex needs.

BDO CHECKS ALL THE BOXES

We check all of the specific services requested, as noted below. On the following pages, we our distinctive audit approach to meet the needs of the State.

SERVICE	BDO DELIVERS
 1. Financial Statement Audits	
 2. Audits of Segments of Financial Statements	
 3. Internal Controls Audits	
 4. Economy and Efficiency Audits	
 5. Program Results and Program Fraud Audits	

2. Proposed Solution (service category 1 & 2)

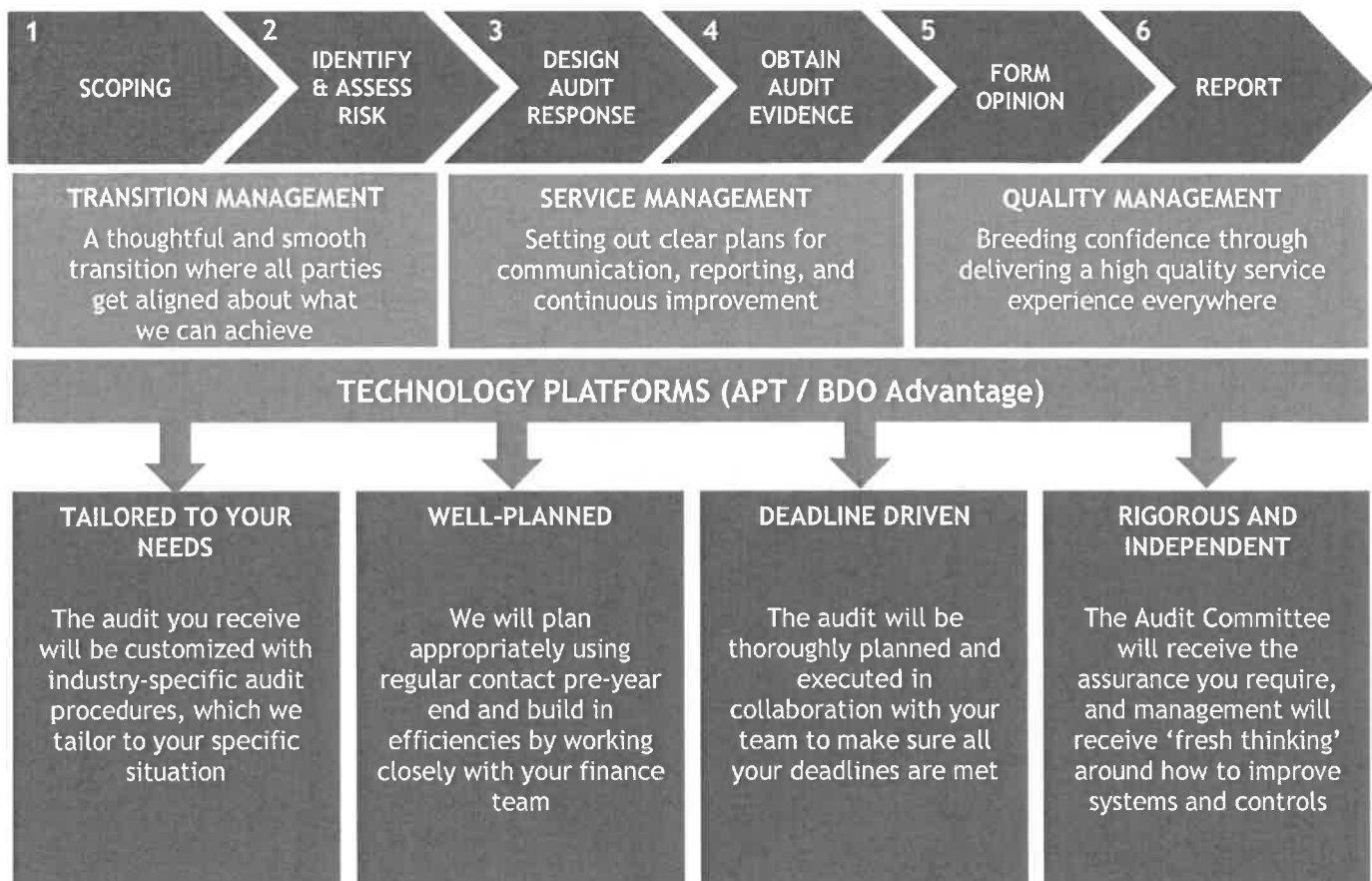
METHODOLOGY TO IMPLEMENT AND CONDUCT

Every business we audit is unique and obtaining a strong understanding of your business is essential to **tailoring our services** to the Department's unique risks and business needs, and **avoiding a "one size fits all" approach**. Our audit methodology has been specifically designed to be **flexible and scalable**, so your engagement team can incorporate its understanding of your business into the audit approach to **appropriately size our efforts to your operations**.

We deploy a six-stage audit approach, which has been designed to help ensure compliance with U.S. auditing standards and is underpinned by the four key pillars of service management, transition management, quality management, and technology platforms. Our risk-based methodology ensures our focus is directed towards those areas of financial statements that may contain material misstatements as a consequence of risks faced by the Department.

Essential to our approach is the incorporation of new technologies, including our audit software and documentation tool '**APT**' and our audit data analytics platform '**BDO Advantage**'.

While all financial statement audits are required to comply with applicable auditing standards, audit firms use different methodologies to meet those standards, and the methodology used can have a significant effect on the quality and efficiency of service provided.



2. Proposed Solution (service category 3)

INTERNAL AUDIT METHODOLOGY

In establishing an Internal Audit relationship with BDO, our clients can expect flexibility, responsiveness, and expertise. Our approach promotes collaboration, leadership, and support.

BDO maintains close contact with our clients' Audit Committees and Senior Management teams through regular meetings. Our goal is to establish seamless teaming and partnering with your organization.

For many Internal Audit functions, having more stakeholders with multiple and differing risk coverage needs has created a situation of competing priorities between compliance requirements and broader enterprise risk management concerns. Internal Audit functions are compelled by the renewed focus on risk management to align their risk coverage to meet stakeholder needs.

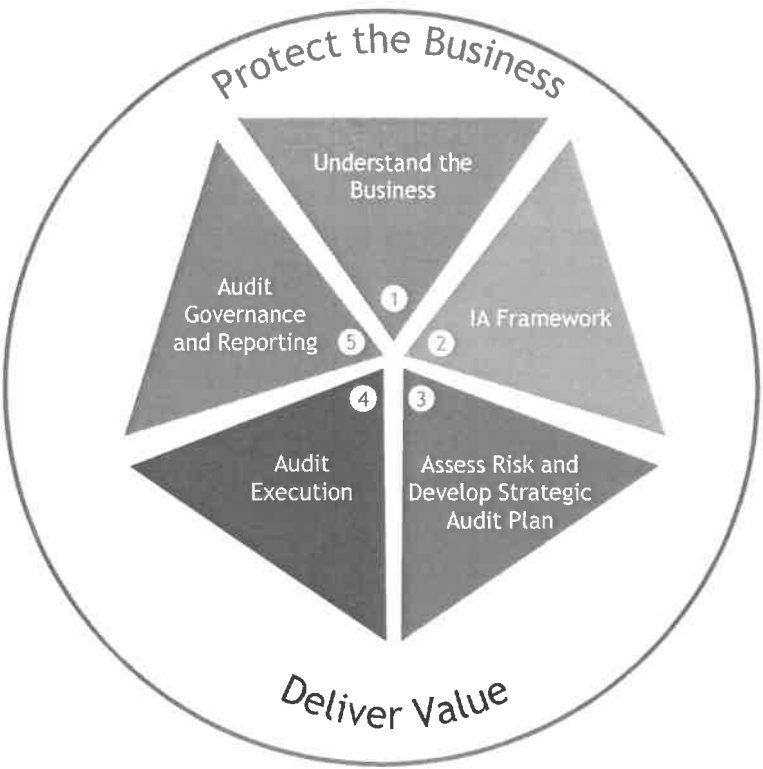
The skill sets of Internal Audit resources and additional investments must also be aligned to meet these risk coverage needs.

BDO's Internal Audit methodology and framework helps to manage this evolving profile in a cost effective way to ensure consistency in approach, execution and quality, as well as, your satisfaction with our services.

Not only will we continuously consider risk, changes in your business, and external factors when we develop the audit approach, but we will bring innovation to the audit process through the use of data analytics. The use of automated tools will enable us to more efficiently test your controls and transactions, resulting in a more cost-effective and efficient audit process.

Similar to the Department, we have developed a methodology that is flexible and allows us to focus on your organization's specific needs. Our approach is based on the widely accepted COSO 2013 Internal Control evaluation framework and IIA Standards.

We will integrate our methodology with the Department's methodology to ensure a seamless approach to our work that complies with your internal audit policies and procedures. Our Internal Audit framework is comprised of five iterative phases noted on the chart on the right.



2. Proposed Solution (service category 4 & 5)

BDO'S RISK SERVICES HAVE THE CAPABILITIES TO SERVE THE DEPARTMENT



BDO's Risk Services Practice is dedicated to providing our clients quality service through our team's depth of experience and knowledge of risk and controls.

BDO's Risk Services recognizes that true understanding of a company's challenges can only be achieved with active and on-going participation by the client. We work side-by-side with our clients to create a shared vision of the best course of action, based on a comprehensive knowledge of the risks and opportunities of a select number of strategic alternatives.

It is this collaborative approach to problem solving that informs well-conceived solutions and inspires confidence among clients.

We bring together exceptional resources that work together to fully illuminate barriers to our clients' success and explain the actions that are available to manage them.

OUR RESOURCES

- ▶ A deep collection of talent with experience in every relevant practice area
- ▶ A streamlined organizational structure low in bureaucracy and high in efficiency
- ▶ Expertise across a wide variety of industries
- ▶ A collaborative work ethic that values relationships, both internally and externally
- ▶ A truly integrated global footprint

OUR PROCESS

BDO Risk Services helps clients accomplish their objectives through a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

This process reflects the accumulated knowledge of best practices across wide cross-sections of clients and industries. It is the foundation of our approach.

However, our approach is flexible in that our focus and priorities are shaped by on-going learning about a client's unique business situation.

OUR SPECTRUM OF SERVICES INCLUDES:



Internal Audit Services

- ▶ Risk Assessment and Audit Plan Development
- ▶ Enterprise Risk Management
- ▶ Internal Audit Outsourcing and Co-Sourcing
- ▶ Information Technology Audits
- ▶ Internal Audit Creation and Transformation
- ▶ Internal Controls Consulting
- ▶ Quality Assurance Reviews
- ▶ Vendor, Royalty and Construction Audits
- ▶ Technical Accounting Projects



Compliance Services

- ▶ Sarbanes-Oxley Readiness and Compliance
- ▶ Controls Optimization
- ▶ Corporate Governance Assessment
- ▶ Regulatory Risks (HIPAA, Anti Corruption)
- ▶ Human Resource Compliance
- ▶ Federal and State Regulations



Fraud/Forensic Investigations

- ▶ Corporate Investigations
- ▶ Investigations
- ▶ Investigative Due Diligence
- ▶ Forensic Technology Services
- ▶ Financial Reporting Disputes
- ▶ Asset Tracing and Recovery
- ▶ Fraud Prevention

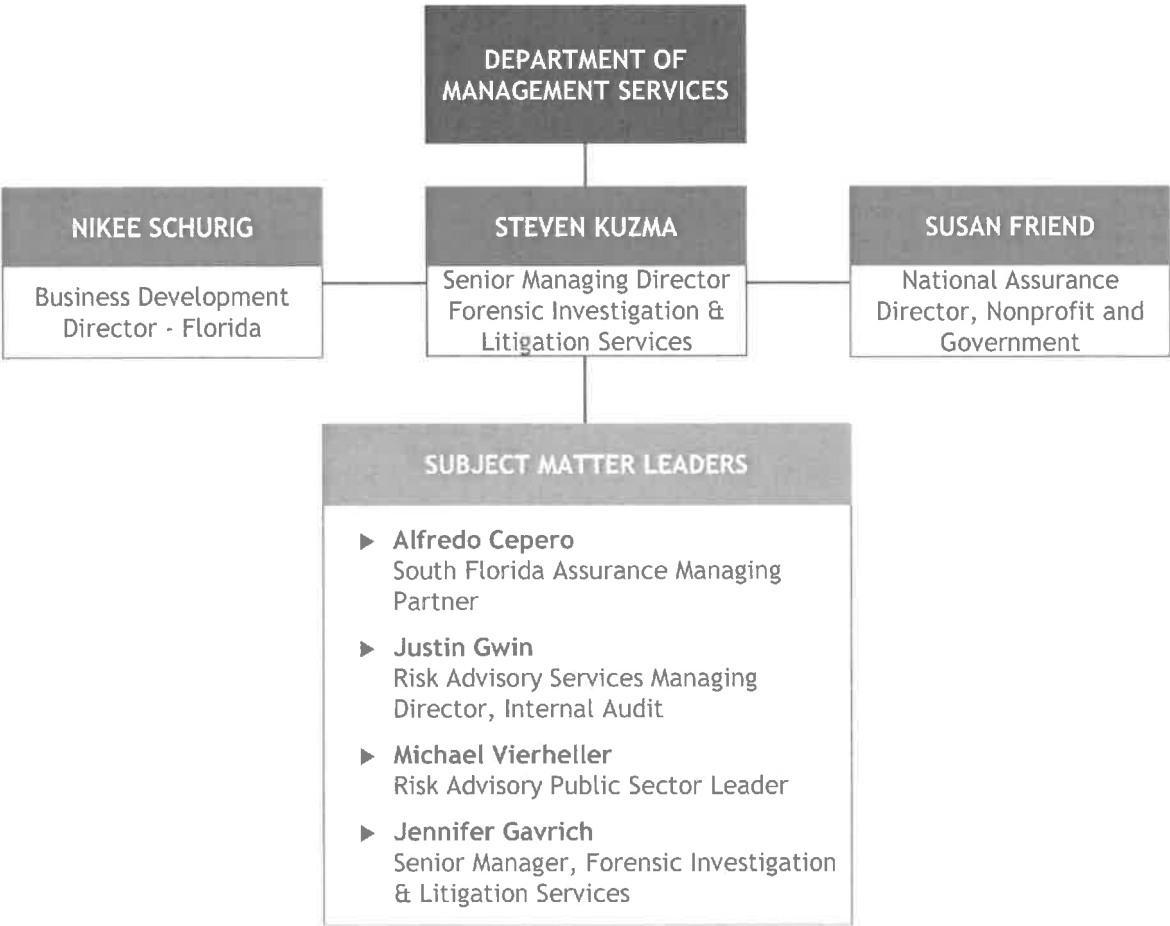
2. Proposed Solution

QUALIFICATIONS

We have brought together a talented team of professionals, tailored to serve you. These individuals were selected based on their depth of knowledge and experience to deliver a high standard of client service and practical support. In addition to the core engagement team, we have identified technical and subject matter resources that will be available to the engagement team and the Department. If additional resources are required beyond those listed here, your core leaders will work to identify appropriate personnel with the right industry experience and expertise to meet your needs.

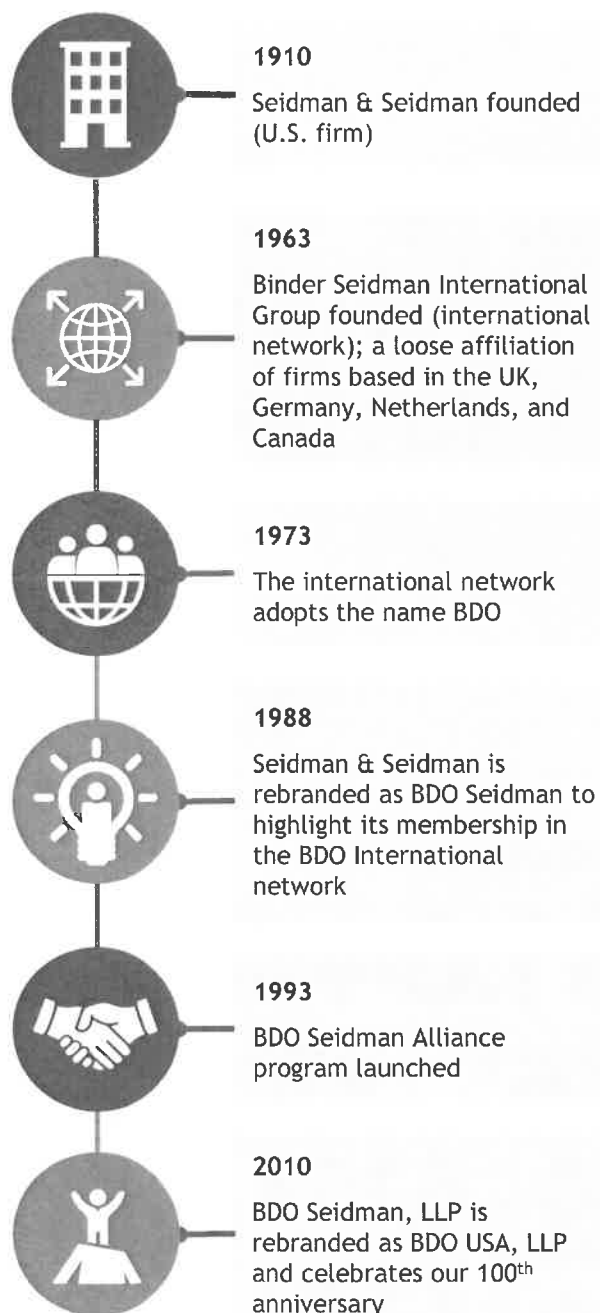
Your client service team is comprised of our technical professionals who have dealt with complex issues and who make it their business to respond promptly to requests for assistance. Senior management will be actively involved in project planning, identifying key issues, developing strategy, and day-to-day project execution. The proposed key staff will be available for the duration of the project. All professional staff assigned will comply with the profession’s continuing education and professional development requirements. We assure the Department that all members of the engagement team are licensed to practice in the State of Florida.

Please refer to the chart below for the core team and subject matter leaders. Core Service Team biographies can be found beginning on the next page.



About BDO

HISTORY OF BDO AND OUR CORE SERVICES



ADVISORY

- ▶ BDO Digital
- ▶ Business services and outsourcing
- ▶ Corporate finance services
- ▶ Corporate real estate advisory services
- ▶ Forensic investigation and litigation services
- ▶ Healthcare advisory services
- ▶ Risk advisory services

ASSURANCE

- ▶ Accounting and auditing
- ▶ Accounting reporting and advisory services
- ▶ Audit data analytics
- ▶ Employee benefit plan audits
- ▶ Financial statement audits
- ▶ IFRS
- ▶ Information systems assurance
- ▶ IPO services
- ▶ SEC reporting
- ▶ Third-party attestation/SOC
- ▶ WebTrust

TAX

- ▶ Cost segregation
- ▶ Federal tax matters
- ▶ Global employer services
- ▶ Income tax accounting
- ▶ International tax
- ▶ Nonprofit tax
- ▶ Private client services
- ▶ Research and development tax
- ▶ State and local tax
- ▶ Tax transformation services
- ▶ Tax transaction advisory
- ▶ Transfer pricing

BDO CAPITAL ADVISORS, LLC

- ▶ Investment banking

About BDO

NATIONAL PRESENCE



For more than 100 years, BDO USA has been recognized as a premier accounting, tax, and advisory organization for our exceptional client service; experienced, accessible service teams; focus on quality and efficiency; and our ability to adapt to, and navigate successfully in, a changing marketplace.

Founded as Seidman & Seidman in New York City in 1910, the firm has grown to serve clients through 60+ offices and over 700 independent alliance firm locations nationwide.

Today, BDO USA, LLP, a Delaware limited liability partnership, is the U.S. Member of BDO International Limited, a UK company limited by guarantee, which forms part of the international BDO network of independent member firms.

BDO USA, LLP

\$1.64 billion
Revenues

46% Assurance **33%** Tax **21%** Advisory and Other

∞ Partners **6,153** Professional Personnel **60+** Offices
7,330 Total Personnel

700+ Independent Alliance firm locations nationwide

Statistics as of and for the year ended June 30, 2019.

About BDO

BDO FLORIDA

BDO is a results-driven accounting firm. Our goal is to provide tailored strategies and implement practical solutions that make the most of our client's limited resources. BDO combines senior-level attention with an array of value-added assurance, tax, and advisory services.

BDO has a thriving presence in the State of Florida. In fact, our team in Florida has doubled in size since 2016, reflecting our satisfied client base and BDO's corporate commitment to our regional expansion.

With six offices throughout the State of Florida, BDO offers a true Floridian focus to our clients. BDO's Florida practices help serve the fast-growing needs of the region's public and private companies, offering them the accessibility and insight gained from a strong local presence, as well as the depth and breadth of resources that can only be found at a leading global accounting firm.

We provide our clients with a full suite of services to better serve them locally, including audit, tax, and advisory services.

Just as BDO is committed to helping our clients, we're also committed to helping our communities. The professionals in our Florida offices dedicate their time and knowledge to a variety of professional and charitable organizations in their communities.

BY THE NUMBERS



6

OFFICES



35

PARTNERS



375

TOTAL PERSONNEL



BDO Fort Lauderdale

515 East Las Olas Blvd., 5th Floor
Fort Lauderdale, FL 33301
Phone: 954-989-7462
Fax: 954-962-1021

BDO Jacksonville

501 Riverside Avenue, Suite 800
Jacksonville, FL 32202
Phone: 904-396-4015
Fax: 904-399-4012

BDO Miami

Miami Tower
100 SE 2nd Street, 17th Floor
Miami, FL 33131
Phone: 305-381-8000
Fax: 305-374-1135

BDO Orlando

201 South Orange Avenue, Suite 800
Orlando, FL 32801
Phone: 407-841-6930
Fax: 407-841-6347

BDO Tampa

Cypress Bay Corporate Center
5550 W. Executive Drive, Suite 200
Tampa, FL 33609
Phone: 813-321-6869
Fax: 813-448-1886

BDO West Palm Beach

1601 Forum Place
9th Floor, Centurion Plaza
West Palm Beach, FL 33401
Phone: 561-688-1600
Fax: 561-688-1848

About BDO

BDO CULTURE AND VALUES

Our culture and core values reflect how we manage our work, our relationships, and ourselves. The following core values embody the standards by which we conduct ourselves and the standards you can expect in all our dealings with you as a client:

PEOPLE FIRST

- ▶ Care
- ▶ Earn trust and be trusting
- ▶ Be respectful
- ▶ We before me!

EMBRACE CHANGE

- ▶ Be forward thinking
- ▶ Lead the way
- ▶ Grow and help others grow
- ▶ Move to improve!

CHOOSE ACCOUNTABILITY

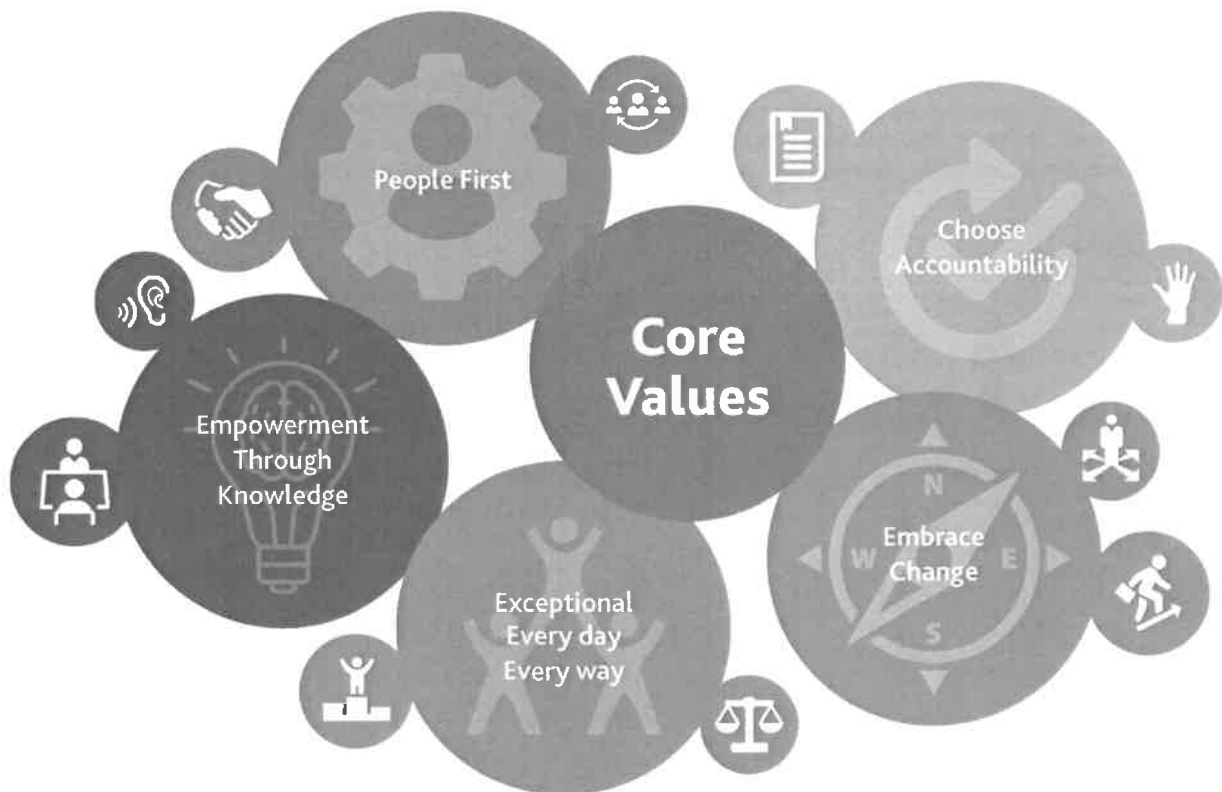
- ▶ Take personal responsibility
- ▶ Be humble
- ▶ Mind the bottom line
- ▶ Do what you say you'll do!

EXCEPTIONAL: EVERY DAY, EVERY WAY

- ▶ Have integrity
- ▶ Be a true professional
- ▶ Everyone is a client
- ▶ Model excellence!

EMPOWERMENT THROUGH KNOWLEDGE

- ▶ Listen intently
- ▶ Be direct
- ▶ Share what you know
- ▶ Be curious!



About BDO

BDO CULTURE AND VALUES

BDO Knows Green

BDO is committed to protecting the planet and establishing itself as an environmentally conscious firm.



Volunteerism

By volunteering our time, talent, and resources, we are able to positively impact our communities, while building a firmwide culture of giving back that strengthens our business and inspires our people.



Women's Inclusion at BDO

Designed to increase the recruitment, retention, and advancement of women by fostering an environment rich with opportunities for personal and professional growth.



Best Places to Work For Best and Brightest in Wellness

The National Association for Business Resources (NABR) has named BDO to both the 101 Best and Brightest Companies to Work For and the 101 Best and Brightest in Wellness multiple years in a row.



Top Entry Level Employers for 2019

CollegeGrad.com has included BDO on their list of Top Entry Level Employers for multiple years, recognizing our commitment to hiring and developing entry level candidates.



NAFE Top Company for Executive Women

The National Association for Female Executives (NAFE) has named BDO to their Top 50 list multiple consecutive years, recognizing businesses supporting the advancement of women.



Working Mother 100 Best

BDO has been recognized by Working Mother magazine for nine consecutive years as part of its annual 100 Best Companies list.

We have also been recognized among 35 companies on Working Mother's new "Best companies for Dads" list for 2018.



Vault Accounting Top 50 & Top Internship

BDO has been named to the Vault Accounting 50 list for seven consecutive years! Currently ranking as #5 overall, #6 for prestige, and #4 for diversity. We have also been recognized by Vault.com as one of the best internship programs in North America, multiple years.



World at Work, Work-Life Seal of Distinction

Awarded multiple years for providing a variety of workplace policies, programs, and practices that support employees across all major aspects of work-life integration.



When Work Works Award

At BDO, flexibility is any change — big or small, short or long term — in where, when, or how you work. Thirty-five+ offices have been recognized nine consecutive years, distinguishing us as a top practitioner of workplace flexibility nationally.



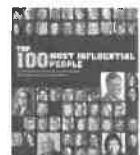
International Accounting Bulletin's Network of the Year Award

IAB Network of the Year is awarded to networks that have demonstrated the execution of profitable growth strategies, and have excelled in key strategic and operational areas. Awarded in 2015 and 2018.



BDO's CEO: Top 100 Most Influential People List

Accounting Today named BDO's CEO, Wayne Berson, to its Top 100 Most Influential People list, which it describes as "a listing of the thought leaders and visionaries who are shaping the accounting profession."



BDO is the brand name for BDO USA, LLP, a U.S. professional services firm providing assurance, tax, and advisory services to a wide range of publicly traded and privately held companies. For more than 100 years, BDO has provided quality service through the active involvement of experienced and committed professionals. The firm serves clients through more than 60 offices and over 700 independent alliance firm locations nationwide. As an independent Member Firm of BDO International Limited, BDO serves multi-national clients through a global network of more than 88,000 people working out of 1,617 offices across 167 countries and territories.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms. BDO is the brand name for the BDO network and for each of the BDO Member Firms.

www.bdo.com

Material discussed in this publication is meant to provide general information and should not be acted on without professional advice tailored to your needs.

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Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

BDO USA LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
- Internal Controls Audits
- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Financial and Performance Audits		
Contract Number:	84111600-20-1		
Contractor Name:	BDO USA, LLP		
FEIN:	13-5381590	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.bdo.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Steven Kuzma			
Email:	skuzma@bdo.com			
Phone:	404-942-2914	ext.		
Address:	1100 Peachtree Street NE, Suite 700			
City:	Atlanta			
State:	GA			
ZIP:	30309	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	Steven Kuzma			
Email:	skuzma@bdo.com			
Phone:	404-942-2914	ext.		
Address:	1100 Peachtree Street NE, Suite 700			
City:	Atlanta			
State:	GA			
ZIP:	30309	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: BDO USA LLP

Respondent Federal Employer Identification Number (FEIN #): 13-5381590

Authorized Signature:



Print Name: Steven J. Kuzma

Title: Senior Managing Director

Date: June 4, 2020

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
