



**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 **Grant Thornton 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.

GRANT THORNTON LLP

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

DocuSigned by:

30F198E8700F439...
Wendy Morton-Huddleston
Principal

DocuSigned by:

991458A211104A3...
Tami Fillyaw
Chief of Staff

2/22/2021 | 4:34 PM EST

Date:

2/23/2021 | 8:51 AM EST

Date:

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

Respondent Name	Grant Thornton 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 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 TERM HOURLY RATE</u>	<u>RENEWAL TERM HOURLY RATE</u>
Principal Consultant	\$335.03	\$342.64
Senior Consultant	\$237.24	\$242.63
Consultant	\$155.05	\$158.57
Junior Consultant	\$110.36	\$112.87
Program and Administrative Support	\$97.29	\$99.50

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



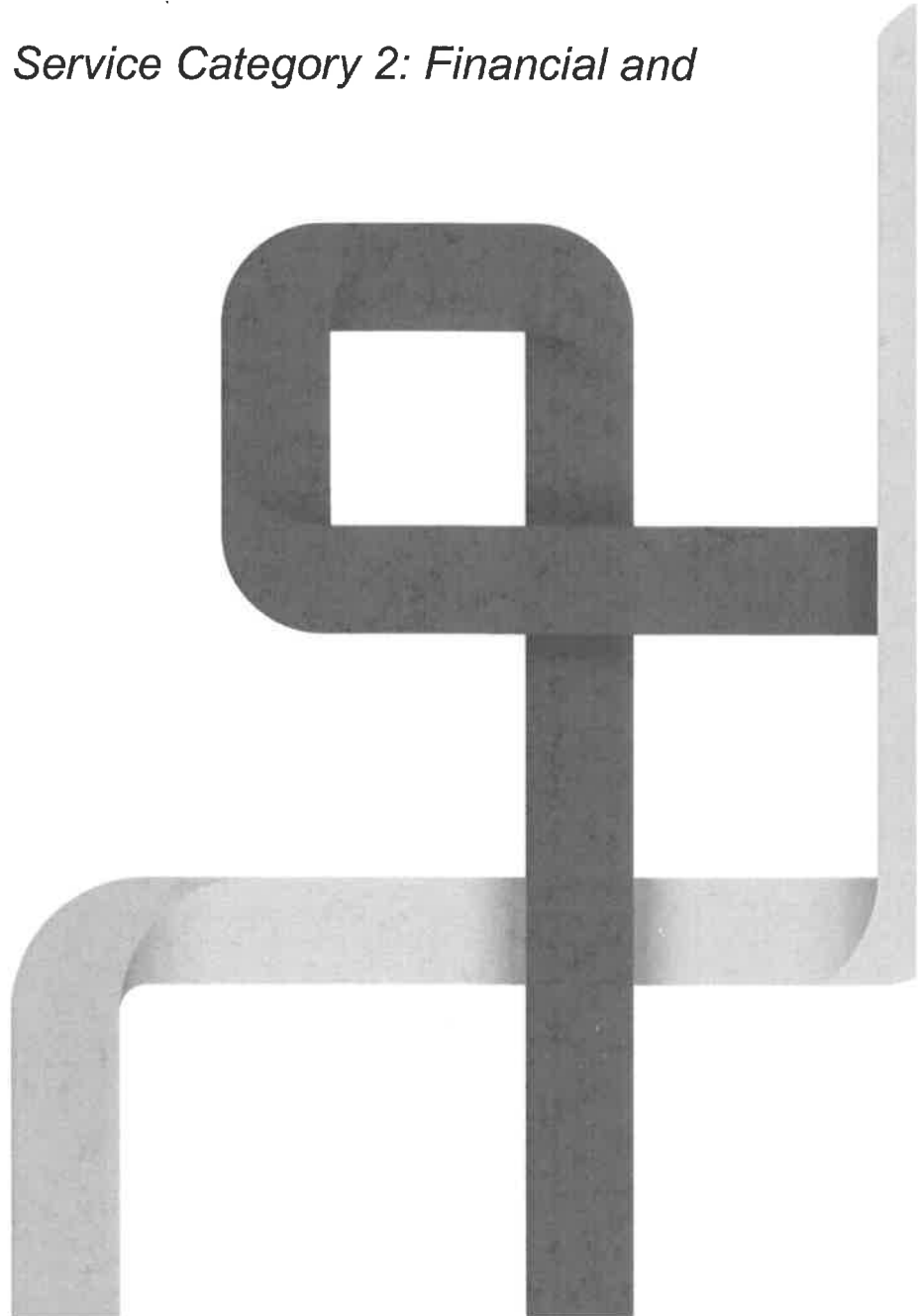
Florida Department of Management Services

Management Consulting Services and Financial and
Performance Audits

*Technical Proposal – Service Category 2: Financial and
Performance Audits*

RFP #: 006-80101500-J

June 9, 2020



FL Department of Management Services

Management Consulting Services and Financial and Performance Audits

Technical Proposal – Service Category 2: Financial and Performance Audits

Prepared for:

State of Florida
Department of Management Services
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In response to RFP#: 06-80101500-J
Dated April 28, 2020
Addendum 1, April 15, 2020
Addendum 2 (not dated)
Addendum 3, April 20, 2020
Addendum 4, May 12, 2020
Addendum 5 (not dated)

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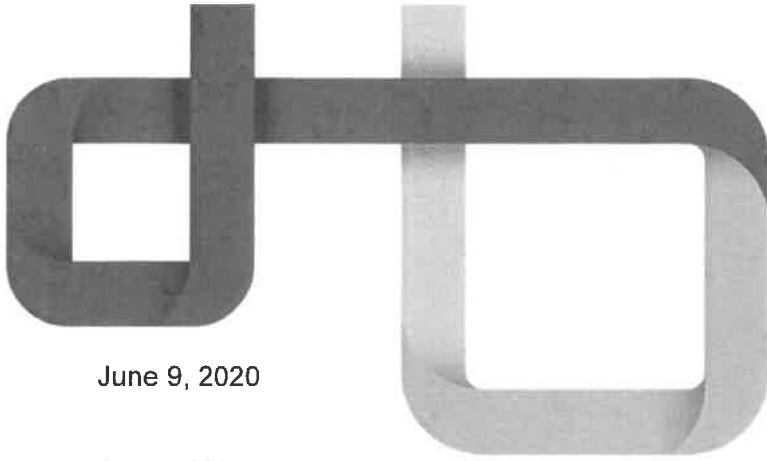
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On January 1, 2020, Grant Thornton LLP ("Grant Thornton LLP" or "Parent"), a federal and state and local government contractor since 2001, reorganized its Public Sector service line into a wholly-owned subsidiary named Grant Thornton Public Sector LLC. All of the assets and personnel associated with Grant Thornton LLP's government practice (except for its government financial audit and attest practice that will remain with the Parent) have been transferred to the new subsidiary, Grant Thornton Public Sector LLC. Grant Thornton LLP and Grant Thornton Public Sector LLC have entered into a Services Agreement, which provides for the two entities to provide assistance to each other on government contract opportunities and engagements. Grant Thornton LLP and Grant Thornton Public Sector LLC are each other's primary teaming partners, as specially demonstrated throughout this proposal (in addition to other specified subcontractors, collectively "Team Grant Thornton").

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Subject: Request for Proposal (RFP), Management Consulting Services and Financial and Performance Audits, RFP No. 06-80101500-J

Dear Mr. Atkinson:

Thank you for inviting us to demonstrate how we can support the Florida Department of Management Services by providing consulting services. Our technical proposal provides a thorough approach to help the Department of Management Services replace its current State Term Contracts for Category 2 - Financial Performance Audits. Our price proposal is submitted separately.

Grant Thornton's approach provides both financial and performance audits. This method analyzes whether an entity's financial statements are representative of their financial position and ensures that they conform to the Statement of Federal Financial Accounting Standards. Grant Thornton's experience in both public and private sector uniquely positions it to assist with Financial and Performance Audits and offers the full breadth of experience necessary to fulfill the requirements of this RFP and Customer Departments.

Our collaborative, talented, and well-balanced team leverages deep experience provide outstanding financial and audit services. These individuals have used their deep technical skills and long history of providing services as a foundation to develop a broad understanding of operations, challenges, and inter-relationships across the State of Florida.

Thank you again for inviting us to demonstrate how we can support you. If you have any questions or if you would like to schedule a presentation by our team, please contact me by phone at 703.637.2853, email Wendy.Morton-Huddleston@us.gt.com, or our contract specialist Virginia Dawson at 512.692.1235, email Virginia.dawson@us.gt.com.

Sincerely,

Wendy Morton-Huddleston
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Principal

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Executive Summary

Grant Thornton LLP (Grant Thornton) understands that the Florida Department of Management Services (Department) is seeking a wide range of experience from its contract support for Financial and Performance Audit (FPA) services. Our work performing financial statement audits, performance audits, and agreed-upon procedures at agency-wide levels for federal entities equips us with the capabilities to successfully integrate the SOW requirements and deliver results that the Department can trust. The DMS and Customer Departments need assistance with FPA services, providing attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with GAAP.

The GT Team

Grant Thornton is a large professional services firm, offering tax, audit, and advisory services to the Public Sector. Grant Thornton's Public Sector team of Financial and Performance Audit Consultants specialize in assisting our clients promoting efficient delivery of financial statement audits, as well as agreed-upon procedures, closing package audits and performance audits. We are a cadre of professionals with specialized expertise in GAAP including Governmental Accounting Standards Board (GASB) standards, and in the execution of audits under Generally Accepted Government Auditing Standards (GAGAS) "Yellow Book" standards. Members of our team are experts in the Office of Management and Budget's Uniform Grants Guidance (2 CFR 200) and Certified Professional Accountants (CPA). We invest heavily in our team to ensure that they stay on the cutting edge of legislation and theory, which allows us to offer best-in-practice services throughout each Project's Life Cycle. We are committed to meeting the needs of organizations that require sophisticated, comprehensive services from their outside advisors, on a customized, personal basis.

Grant Thornton LLP (Grant Thornton) is the U.S member firm of Grant Thornton International Ltd. Grant Thornton partners and employees provide personalized attention and the highest quality service to clients around the globe. At the heart of the company's culture are the values (collaboration, leadership, excellence, agility, respect, and responsibility) that define who Grant Thornton is and how they work with clients.

Solution Features and Benefits

Features of Our Approach	Benefits to the Department and Customers
Independence vs. Objectivity	Grant Thornton's approach is grounded in our ability and commitment to maintain complete independence. We focus heavily on providing objective, fact-based advice and recommendations. We also have significant experience balancing the need for transparency with the realities of managing highly complex, politically visible projects.
Demonstrable Experience	Grant Thornton is one of the few large public accounting firms that maintain a robust and growing Public Sector audit practice. We have over 90 years of experience in providing quality, independent and impartial auditing services.
Dedicated Public Sector Practice	Grant Thornton's Public Sector was established in 1997 to address the specific requirements of government clients. Public Sector employs over 800+ partners and staff, many of whom are former government executives and managers.

Table 1: Solution Features

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1.0 Technical Approach

The State of Florida Department of Management Services (the Department) requires a contracting firm with experience providing a wide range of Financial and Performance Audit (FPA) services to ensure that the right people, skills and experience are in place if and when an audit need arises. The Grant Thornton team brings the best of both worlds – a niche Public Sector (PS) practice embedded within one of the world's largest and most respected accounting and professional services firms.

Our Public Sector (PS) practice will lead the management and delivery of management consulting projects issued under the Term Contract. Our PS practice has personnel with specialized expertise in government policy, accounting, and operations. This means our team will deliver services which are relevant, compliant, and that minimize risk. Our PS practice also employs a significant number of

Statistics	Member firms worldwide	U.S. member firm
Revenues (USD)	\$5.45 billion	\$1.9 billion
Personnel (incl. Partners)	52,686	8,953*
Partners	3,535	619
Offices	745	57
Statistics as of:	Sept. 30, 2018	July 31, 2019

former government executives who have served at the federal, state, or local levels. These luminaries bring invaluable real-world experience in improving government services and in operating under the unique constraints faced by the public sector.

PS operates within the larger Grant Thornton organization, which has 52,686 personnel globally and over 8,953 in the U.S. Being part of a larger organization provides the State of Florida with the following capabilities and benefits:

- **Local Capacity and Community Ties** – Grant Thornton operates through 57 offices located throughout the United States, with five offices in the State of Florida. We bring resources with local knowledge, contacts in the local community, and insights. This local understanding improves our client relationships, establishes trust, and ultimately leads to a more cost effective deployment.
- **Expert Validation** – As a result of its practices in hiring senior government officials as well its expensive network of teaming partners, Grant Thornton has access to one-of-a-kind subject matter experts who are not widely available or accessible in the public sector marketplace. We often call upon these experts to provide an additional layer of credibility to recommendations and to find creative solutions to the most complex and technical problems.
- **Extended Staffing Capability** – Grant Thornton provides a strong and expansive team of capable consultants and auditors not widely available in the public sector market place. For Florida, this surge support will be provided through our Southeast Region offices, with service delivery hubs out of our Florida offices. This surge capability for private sector skill sets particularly important as project or program resource needs can be cyclical, especially in accounting, technology projects and programs, audit and compliance activities. We are experienced at pulling these skills from across the firm to quickly adapt to changing staffing needs and provide our clients with an extended staffing capability.

- **Time Tested Methodologies** – As a large international firm, Grant Thornton brings time tested methodologies. As an audit and accounting firm, Grant Thornton brings engagement management practices rooted in the practices of our heritage businesses. These engagement management practices provide peace of mind that our work papers, work products, and activities are being conducted with rigor and in a manner that will withstand scrutiny. In the public sector, we've found this is especially important when we are required to perform independent assessments that may require testimony or other political scrutiny.

The following section provides an overview of relevant experience aligned to this RFP.

1.1 Our Relevant Experience

Grant Thornton has delivered projects under contracts to federal audit clients since January 2010. In addition, we have hundreds of active projects in the Federal Civilian, Defense, and Homeland Security marketplace. Given the expanse of our experience, we have provided the requested detail for various financial and performance audit contracts/projects of similar scope and size to the services sought in the RFP.

The table below provides a list of similar engagements where our experience is demonstrated relative to each of the categories identified in this RFP. As requested in the RFP, a description of similar engagements as delivered to Federal, state, and local clients is provided in the 'Experience' section of this document.

Financial Statement Audits – Grant Thornton conducts full financial statement audits of several large federal entities, including the Office of Personnel Management (OPM) with over \$1 trillion in net assets. OPM prepares its financial statements in conformity with standards of accounting issued by SFFAS, and Grant Thornton conducts our assessment in accordance with authoritative guidance provided by the American Institute of Certified Public Accountants (AICPA). Financial statement audits provide the backbone of our federal, state and local government audit practice, and demonstrate most directly our firms technical skills related to accounting, financial reporting, and auditing matters.

Audits of Segments of Financial Statements – In addition to the conduct of financial statement audits, Grant Thornton also regularly issues opinions over financial information and schedules other than traditional financial disclosures and notes, which are required to be prepared by various governmental organization. For example, in addition to conducting the full financial statement audit of the Social Security Administration (SSA), Grant Thornton also conducts an audit of the Statements of Social Insurance. These statements present the actuarial present value for the various retirement and disability funds administrated by the SSA, and several trillions of dollars of actuarial estimates. Our team relies on a combination of substantive and control testing, along with input from our internal actuarial specialists, to develop a test plan that provides reasonable assurance over these extremely large dollar values.

Internal Controls Audits – As a component of many of our audits of federal, state, and local entities Grant Thornton conducts a review of internal control over the entities financial reporting process. Our firm's capabilities in the assessment of internal controls related to financial reporting

also extends into our commercial practice where we assess internal controls in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”). For example, as a component of our audit of Knight-Swift Transportation Holdings Inc. we provide an opinion over Knight-Swift’s internal control, based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). This review of internal controls is conducted in concert with our substantive testing and review of the financial statements.

Economy and Efficiency Audits – The State of Florida conducts a tremendous amount of activity across a vast array of areas, all aimed to provide meaningful impact to Floridians. However, measuring effectiveness and efficiency of programs can provide a challenge. Grant Thornton conducts several engagements with federal, state, and local entities intended to provide feedback on the business practices and results of various projects. For the state of Florida specifically, Grant Thornton has engaged with the State of Florida, Division of Emergency Management where we help to verify that grantee are in compliance with Federal Legislation, including the Federal Funding Accountability and Transparency Act (FFATA) and the Cash Management Improvement Act (CMIA).

Program Results and Program Fraud Audits – With all large, complex financial entities there is a risk that some bad actors will attempt to conduct fraudulent activities. Specifically for the State of Florida, there exists a risk that individuals or businesses will attempt to inappropriately access funding. Grant Thornton is experienced in helping our clients to assess risks associated with fraud, as well as in the assessment of the effectiveness of particular programs and program components. Demonstrating this ability, Grant Thornton has engaged with the Department of Treasury’s Bureau of Fiscal Service Office of Financial Innovation and Transformation in an effort to develop a government-wide playbook to establish and improve program integrity programs at CFO Act agencies for combatting fraud, waste, and abuse (FWA). The Government-wide Playbook Grant Thornton produced as a result of the pilot project provides all federal agencies with better tools and proactive approached for successfully combating fraud, waste, and abuse.

While these past experiences demonstrate Grant Thornton’s ability to successfully execute a wide range of audit services to support the State of Florida, they only represent a small portion of our related experience. The table shown below provides a list of similar engagements where our experience was demonstrated in each of the categories identified in this RFP. As requested in the RFP, a description of similar engagements as delivered to Federal, state, and local clients is provided in the ‘Experience’ section of this document.

Our Client Experience	Financial Statement Audits	Audits of Segments of Financial Statements	Internal Controls Audits	Economy and Efficiency Audits	Program Results and Program Fraud Audits
City of Dallas	⊗	⊗	⊗		
City of San Antonio Financial	⊗	⊗	⊗		
Delaware State University	⊗	⊗	⊗		
Department of Homeland Security				⊗	
Department of Interior				⊗	⊗
Humana (Formerly known as Arcadian Management Services)			⊗		⊗
National Credit Union Administration (NCUA)			⊗		
National Science Foundation			⊗		
Navy Enterprise Resource Planning (ERP) Examination			⊗		
Social Security Administration (SSA) - Financial Statement Audit	⊗	⊗	⊗		⊗
Office of Personnel Management (OPM) - Financial Statement Audit	⊗	⊗	⊗		⊗
City of New York Single Audit	⊗	⊗	⊗		⊗
Special Transportation Fund for the State of Connecticut	⊗	⊗	⊗		
SSA - Performance Audit			⊗	⊗	⊗
Texas Health and Human Services Commission (HHSC)			⊗	⊗	⊗
Texas Lottery Commission			⊗		⊗
U.S. Patent and Trademark Office (USPTO)			⊗		
Universal American Corporation			⊗		⊗
University of Massachusetts	⊗	⊗	⊗		
US Customs and Border Patrol				⊗	⊗
United States Coast Guard (USCG)			⊗		

Table 2: Client Experience

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2.0 Management Approach

At Grant Thornton, we value collaboration and view it as a powerful advantage in creating cutting edge, innovative solutions through multiple viewpoints and disciplinary backgrounds. Our partners, managers and staff work in cross-functional teams, pursuing an integrated approach to provide broad-based business advice.

We will continue to provide the State of Florida with a holistic, concentrated and highly skilled government audit team supported by information technology and actuarial and financial services/valuation specialists. Our proposed team is composed of firm leaders and experts who will bring actionable insights to the Customer based on your unique risk profile. We will blend our skillsets in a collaborative and seamless approach to deliver service and expertise that is aligned with the nuances of your industry.

For more than 30 years, Grant Thornton has been providing responsive and innovative financial, performance management and systems solutions to governments and international organizations. We have approximately 550 audit, tax and advisory professionals serving the public sector.

Grant Thornton has extensive experience working with government entities, especially large municipalities, including their related component units and joint ventures. State and local government clients have been a disciplinary focus of our firm for many years. We have built a national network of skilled professionals to serve the important missions of our public sector clients.

Members of our engagement teams have extensive experience auditing numerous other governmental entities throughout the nation. These engagements demonstrate that we have the breadth, knowledge and experience to excel in government audit services. This also means that not only can we leverage our current knowledge of the State of Florida, but we can leverage our knowledge gained from working with other entities and provide you with value-added insight on industry best practices, new regulations and pronouncements, current trends, as well as make specific operational recommendations.



Specialized knowledge and experience where it matters most

Extensive government experience



We audit or have audited 5 of the top 10 cities in the U.S. by population. We understand governmental reporting.

Proven track record



All of our local government clients receive the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

A finger on the pulse



We have deep resources with the Governmental Accounting Standards Board, as well as the AICPA's Government Audit Quality Center and State and Local Government Expert Panel

Trained specialists



Our personnel meet CPE requirements with extensive training that goes beyond the standard and delves into the complexity of different audit nuances.

Our success in serving our clients is a direct function of the experience, education and commitment of our professionals. We understand what it takes to provide outstanding professional service and we commit the professional personnel necessary to ensure that we exceed your expectations with the following:

- An engagement team that understands the government sector and has served a number of governmental entities, including the State of Florida.
- A group of responsive professionals dedicated to providing distinctive client service.
- Ready access to national expertise and specialized knowledge of reporting requirements, industry practice, and information technology matters, when needed.
- Significant experience auditing federal programs and assisting clients in compliance with state and federal regulations.

Grant Thornton's organizational structure and proposed team represents our focus on streamlined communication and coordination that will deliver the best possible value to the Customers. Our organizational approach mirrors our management plan, which is designed to efficiently and effectively meet the requirements of each SOW and purchase order through constant communication and dynamic responsive staffing. This approach aligns our staffing with our management approach and provides a multi-layered set of controls to achieve project success and exceed expectations. We have deployed this approach on multiple large engagements and have achieved 100% "Exceptional" and "Very Good" ratings in Contractor Performance Assessment Reports (CPARS) for Quality, Schedule, and Management that specifically highlight 100% on-time delivery.

Grant Thornton has a large team of partners, many of whom are currently co-delivering on engagements, but all of which share our dedication to exceptional client delivery. We are accustomed to integrating with teaming partners and subcontractors transparently, and stress a culture of "one team." When selecting teaming partners, we place significant value on their capabilities and skills, as well as our collective ability to present a seamless, integrated team with one common set of goals and objectives, thereby providing the highest level of service to our clients

GT as key leadership position: As the prime contractor, Grant Thornton is responsible for the quality of products and services delivered through the project. Grant Thornton is solely responsible for working with the Customer to make all decisions that impact contractual obligations. Grant Thornton will staff the Program Manager role for each engagement.

Select personnel that offer best value: We consider all appropriately qualified staff, regardless of team member organizational affiliation. We evaluate, select, assign responsibilities, and deploy personnel that best satisfy personnel requirements. We staff positions in accordance with the Customer needs and our teaming partners' ability to provide qualified staff in a timely manner.

Commit the right personnel to the project and transfer knowledge: We strive to make certain that the contractor and subcontractor personnel supporting projects are well qualified and proficient in the required competencies. We assign staff responsibilities for work for which they are qualified and for which they have a demonstrated ability to succeed.

Grant Thornton manages subcontractors using established internal processes and procedures that we have designed to make certain our staff and subcontractor staff work as a unified, cohesive, and high-performing team. We use the following management processes and tools to manage subcontractor involvement and performance:

Teaming Agreement (TA) and Subcontract: Formally defines, in unambiguous terms, team member responsibilities, compensation arrangements, invoicing and administrative requirements, level-of-effort, personnel qualifications, and performance expectation. We use TAs to execute a binding subcontract that defines team member obligations. We use the subcontract throughout performance to resolve ambiguities that may arise regarding subcontractor work scope and project responsibilities.

Subcontract Management: Grant Thornton assigns a Contracts Manager to this project that is responsible for all contractual matters involving subcontractors. This manager is responsible for monitoring execution of the Subcontracting Plan and for making certain that we meet teaming agreement obligations. This manager supports our Program Manager who will oversee all of our team's work and will serve as the KO and COR's single point-of-contact regarding subcontract matters.

Performance Management: Compliance with subcontract requirements directly impacts Grant Thornton's assessment of subcontractor performance. If a subcontractor resource does not perform as expected, the Program Manager works with that individual to clarify expectations and improve performance. In addition, our Program Manager works with supervisory personnel within the subcontractor organization to make sure that the teaming partners' are executing performance management processes effectively. If performance does not improve, the Program Manager escalates the issue to our Program Executive for further action, to include (after coordination with the Customer) removal of underperforming personnel.

Project Status Reporting: Grant Thornton requires subcontractors to regularly provide status reports describing assignment and task status, issues, resource allocations, and expenditures. When we identify performance variances, we require subcontractors to submit and execute an issue resolution plan. Subcontract progress and performance reporting helps our team identify and resolve potential performance issues and risks before they adversely affect the Customer.

Grant Thornton's approach to the assigning of tasks between the prime contractor and our teaming partners is one of collaboration, and shared responsibility. As previously stated, Grant Thornton remains accountable for all products delivered to the government and will hold all key positions on the contract, in order to best manage deliverable quality.

3.0 Proposed Solution

3.1 Audit Management Process

Grant Thornton's approach for managing all aspects of the Customer's work effort is reflected in our program management capabilities. At Grant Thornton quality is our top priority. We have a well-established quality control system that allows Grant Thornton to meet and exceed industry requirements. Our quality approach is centered on communications, a set of key tools, and processes that accommodate problem prevention techniques that can be measured, by us as well as the Customer.

Project Management and specific contract task implementation will start with the baseline of our work breakdown structure. We use the Grant Thornton Audit Management Process (AMP) to manage audits. The goal of the Grant Thornton AMP, depicted in Figure 1, is to ensure that tasks are completed effectively, efficiently and with the highest quality. Grant Thornton's AMP enables our team to focus on specific deliverables within each phase, reduce project risk, improve quality, and establish formal communication channels.

Grant Thornton's AMP has seven dimensions that encompass activities designed to promote completion of audit tasks with a high standard of quality, as well as on time and within budget.

These seven AMP dimensions are described below.

Quality management. Active monitoring is our hallmark and the cornerstone of the quality process to ensure objectives are met on time and quality is maintained. One of our primary tools is the Project Plan. The Project Plan drives all phases of the audit and subsequent work-streams. It includes assignments of specific team member tasks and enables tracking of progress against the agreed-upon timelines. This tool enables us to provide high-quality deliverables on time.

Our management approach leverages industry best practices from the Project Management Institute (PMI) by incorporating elements of cost control, schedule management, regular progress reports on projects and the portfolio, customer and stakeholder satisfaction, managing and assessment of the impact of our deliverables, comprehensive risk management and active risk mitigation, and staff and subject matter expert delivery and management.

Our approach enables the disciplined management of multiple concurrent tasks across the contract tasks, promoting transparency, high quality products, active cross-pollination between different project teams, and value-added services.



Figure 1: AMP Process

Scope management in an audit is different than that of any other type of project. We believe scope management in an audit means focusing on high-risk issues and significant matters that impact the completion of the project. We will scope significant line items and processes based on both quantitative and qualitative measures. Our team always considers contractual provisions and restrictions when evaluating scope changes. We also confirm that work assignments are in scope for the Customer before beginning work, and through this communication with Customer stakeholders, we ensure that our staff never perform inherently governmental functions.

Time management is critical for effective and efficient completion of any project. Our communication is key to ensuring we execute proper time management in order to meet deadlines and remain on schedule. Your audit team will meet on a weekly basis to discuss the status of work and make adjustments as needed to successfully meet the required timelines. In addition to internal meetings, Grant Thornton meets regularly with the Customer's management team to discuss the timing and completion of work.

We are prepared to deploy resources as needed and have the continued capacity to respond to audit surge requirements. Unlike other firms, we are not stretched beyond our capacity. Grant Thornton is committed to providing world-class audit services for the State of Florida.

Talent Management. A key success factor of any project is having personnel assigned with the correct skill-sets. We have a team of resource management personnel within Public Sector dedicated to providing talent pool management — supporting the selection and assignment of personnel with the appropriate skills-sets and clearances required to satisfy our Customer requirements. Personnel assigned to engagements are interviewed by managers responsible for the work-stream and managers are approved by the Project Senior Manager and Project Partner prior to team deployment.

Risk Management. The objective of Grant Thornton's risk management process is to identify risks early, develop mitigation strategies for those risks, and ultimately create greater certainty that project objectives will be achieved in an effective and efficient manner, this includes risks associated with subcontractors. We accomplish this through early identification and proactive mitigation of any functional, technical or business-related occurrence that, if it were to occur, would negatively affect the timing, cost or objectives of the project.

Our risk management procedures address how we identify, track, and resolve risks encountered during the Customer's project. Grant Thornton identifies risks through two distinct processes:

- Project team members at any point during the project may identify a risk. We formally review any potential problems or concerns that cannot be resolved through direct discussion between audit team members or through day-to-day management processes; and
- Weekly risk assessment meetings conducted by the Senior Managers and Partner enables the management team to collect and analyze project risks as well as mitigation plans.

The key monitoring functions and coordination with Department management personnel that will be conducted include:

Communications Management. During the planning phase, we will develop an itemized Audit Timeline. The timeline will include all contract deliverables and additional items that are required to keep the audit moving forward. Our audit team will develop the suggested timeline in Excel and or MS Project, which can be filtered and organized by due date, key topics, and owner of each task component. The due dates will include all on key deliverable items such as interim and final financial statements, draft audit reports, final audit reports and representation letters. Our timeline will be provided to the Customer for their feedback and approval. Any suggested changes will be considered and discussed with management as needed to come to a mutually agreeable conclusion. The agreed upon audit timeline serves to achieve the meeting of deadlines and that individual tasks stay on schedule.

Engagement management will meet with the Customer's management personnel on a regular basis (at least every two weeks or as determined) to coordinate tasks and ensure that all potential audit findings or notable items are discussed in a timely manner. We will include upcoming deliverables between the Grant Thornton team and the Customer on our bi-weekly status. These meetings will provide a forum to discuss the progress made to date and any potential barriers or issues for the overall engagement.

Quality Review Process

We focus on a three-phased approach to monitor, evaluate and report quality. During the **Monitor phase**, we develop project plans, a baseline schedule, and a quality control approach establishing performance measures to meet contract and internal quality standards within cost, schedule and scope. During the **Evaluate phase**, we apply planned, systematic reviews to make certain that deliverable and service results are within scope and meet requirements, performance and quality standards. During the **Report phase**, we communicate progress and results throughout the period of performance to validate compliance with requirements and standards, eliminating causes of poor performance. Our approach is a tested, proven methodology for quality assurance. We follow this same approach across each of our engagements, which has helped us establish a documented record of exceptional performance.

Monitor: We have designed our corporate quality control approach to help make sure that our project teams satisfy Customer expectations and complete project requirements in accordance with schedule and quality expectations. In this phase, we establish a detailed project plan that applies resources, activities, and milestones to accomplish the tasks outlined in the contract. We will also develop the critical plan, artifacts, and metrics that will enable both our project team and the Customer to effectively monitor and measure performance.

Evaluate: To fully evaluate the quality of all work products and deliverables, we adhere to a strict quality process that includes four formal reviews—Initial, Interim, Deliverable, and Final—focusing on quality from the very onset to make sure that products are done right the first time and any issues are identified early.

Report: For each Customer engagement, our team will communicate and report project results in order to validate compliance with the requirements and quality standards. This process will help eliminate the potential for unsatisfactory performance. Quality control activities performed by our team provide prevention (keeping errors out of processes) and inspection (keeping errors from reaching the Customer's stakeholders). Quality control outputs include monthly progress reports,

monthly QA reports, monthly In Progress Reviews (IPRs), quality control inspection results, completed quality checklists, Customer furnished equipment inventory checklists (if applicable), and documented lessons learned.

Grant Thornton assigns one leader as the Engagement Quality Reviewer (EQR). The EQR will conduct periodic reviews in accordance with our strict quality standards and work with executive leadership to maintain and continuously improve quality. We have found that the use of EQRs on engagements leads to enhanced quality and reduced risk in project execution. Again, through our experience in performing financial and performance engagements, we have found that the following benefits are likely to be achieved through EQRs:

- Improved project risk management (e.g., scope, cost, schedule, approach, deliverables)
- Stronger and more relevant technical solutions to address program challenges
- Improved project quality and client satisfaction

Client Voice Surveys

An additional aspect of our quality approach that demonstrates our commitment to this critical element are our Client Voice Surveys. These surveys involve senior leadership meeting with key stakeholders and interviewing client leadership on the quality of our service. We use the information gained in these surveys to maintain and improve our quality of service as well as quality of deliverables, processes, and systems. We have found that enabling client leadership to discuss performance really drives improvement and leads to successful engagements.

4.0 Past Performance

4.1 Reference 1 – Office of Personnel Management

Office of Personnel Management			
Work Performed By:		Grant Thornton LLP	
Client:	Office of Personnel Management Office of the Inspector General	Client Contact Name:	Nicole Brown-Fennell
Address:	1900 E Street, NW Washington, DC 20415-1000	Phone #:	(202) 606-1819
Email:	Nicole.Brown-Fennell@opm.gov	Fax #:	N/A
Project Name:		Audit of Office of Personnel Management Financial Statements	
Relevancy to the RFP:			
OPM administers \$2 trillion in pension and post-retirement health benefits, with \$178+ billion in gross cost annually. Grant Thornton utilizes a combination of substantive testing, and internal controls review, to ensure an efficient, effective audit. Our audit includes a detailed review of each of OPM's funds and related programs, and is conducted in accordance with all applicable guidance, including guidance provided by the American Institute of Certified Public Accountants			

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(AICPA). OPM's financial statements are prepared in accordance with standards of accounting issued by SFFAS.

Description of the Work:

Grant Thornton conducts full scope financial statement audits of the Balance Sheet, Statement of Net Cost, Statement of Changes in Net Position and Statement of Budgetary Resources, pursuant to the requirements of OMB Bulletin 19-03. In addition to the consolidated financial statements, we also issue individual audit opinions on the health, life and retirement programs. These audits are completed using Government Accountability Office (GAO) Financial Audit Manual (FAM) and Federal Information Systems Control Audit Manual (FISCAM) methodologies and in compliance with Generally Accepted Government Auditing Standards (GAGAS) or "Yellow Book". We also issue reports on compliance with laws and regulations which were direct and material to OPM.

During our tenure as the financial statement auditors of OPM, we have issued unmodified financial statement audit opinions over the OPM consolidated financial statements as well as the balances in their 3 major programs.

Due to the nature of OPM's benefit programs, which includes millions of benefit payments per month, we have adopted a control-based approach to the audit each year. We test controls for an interim period to determine effectiveness and roll forward control testing, with a substantive analytical approach adopted at year end. Wherever possible, we utilize dual purpose controls and substantive tests. Due to the nature of recurring payments, which were largely adjudicated in prior fiscal years, we dual purpose test all line items as controls tests are only focused on current year activities. We implement attribute testing for testing inputs from information entered into the information technology (IT) systems in prior years.

During the execution of the work, utilizing Microsoft Project, several milestones were created and routinely visited by the engagement management team and compared against the actual work performed. Applying this approach, provided the team with the opportunity to review the work progress, time spent on each task and also shifting resources in the best possible way to address any risks associated with potential delays in meeting the deliverables timeline as they become known.

In addition, several approaches were taken to ensure efficiency is present in the execution of the work. A SharePoint site was created and all the documents requested and received by OPM were uploaded to this site for the ease of sharing between the engagement staff. Each testing area within the SharePoint site was also assigned to an individual who could easily locate not only the current documents received but also the documents provided by the agency in prior years for reference. Taking advantage of SharePoint made the process of transitioning the work among resources or to a new staff much easier as all the related documents and the testing performed could be identified in one location.

Taking the approaches explained above provided a sustained improved approach to not only ensure the sources have access to all the documents but also their work is documents in a central place and can be easily pass or share with other resources if needed.

4.2 Reference 2 – Social Security Administration

Social Security Administration			
Work Performed By:		Grant Thornton LLP	
Client:	Social Security Administration	Client Contact Name:	Victoria Vetter
Address:	6300 Security Blvd, Baltimore, MD 21235	Phone #:	(410) 966-9081
Email:	Victoria.Vetter@ssa.gov	Fax #:	N/A
Project Name:	Audit of Social Security Administration's Financial Statements, FISMA Performance and CMS Agreed Upon Procedures		
Relevancy to the RFP:			
<p>Grant Thornton is the current financial statement auditor of the SSA and performed the audits for fiscal years 2010-2015 and have been reengaged starting with fiscal year 2018. The SSA financial statements are amongst the largest and most complex audited financial statements worldwide with over \$2.9 trillion in assets and annual expenditures of over \$900 billion. In the course of our procedures we also conduct an audit of and provide an opinion over the Statements of Social Insurance (SOSI), which provides an actuarial prediction of revenues, expenditures, and net position regarding each of social Security Administrations funds. This actuarial balance includes trillions of dollars and impacts nearly every American citizen. While not a basic financial statement, the SOSI is an incredibly important financial disclosure that we are proud to provide assurance over.</p>			
Description of the Work:			
<p>In accordance with our contract, Grant Thornton issues an opinion on the annual SSA financial statements and management's assertion regarding the operating effectiveness of internal controls around financial reporting, which is part of obtaining reasonable assurance about whether the financial statements are free of material misstatement. We also perform tests of compliance with laws and regulations, for which noncompliance could have a direct and material effect on the financial statements.</p>			
<p>Further, we complete assessments associated with the Office of the Inspector General (OIG) reporting metrics prepared by the US Department of Homeland Security (DHS) to complete a FISMA performance audit. The objective of the performance audit is to determine whether SSA's overall information security program and practices were effective and consistent with the requirements of FISMA.</p>			
<p>Finally, we complete Centers for Medicare and Medicaid Services (CMS) AUP to test certain SSA related matters to facilitate the CMS financial statement audit.</p>			
<p>SSA comprises 10 regional offices and over 1,300 field offices that all contribute to the control environment around financial reporting. SSA has a robust control environment made up of complex automated and manual controls. Each year, our audit team scoped the field offices and regional offices, applicable data centers, disability determination centers, program service centers, application and general support systems, and manual controls in order to conclude on the effectiveness of internal controls nationwide and to support our conclusions and reports.</p>			

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

4.3 Reference 3 – Knight-Swift Transportation Holdings Inc.

Knight-Swift Transportation Holdings Inc.			
Work Performed By:		Grant Thornton LLP	
Client:	Knight-Swift Transportation Holdings Inc.	Client Contact Name:	Adam Miller
Address:	20002 N. 19 th Avenue, Phoenix, AZ 85027	Phone #:	(602) 477-7025
Email:	Adamm@knighttrans.com	Fax #:	N/A
Project Name:			
Relevancy to the RFP:			
<p>Grant Thornton assesses internal controls in accordance with the standards of the PCAOB as a component of our audit of Knight-Swift Transportation Holdings Inc. We provide an opinion over Knight-Swift's internal control, based on criteria established in the 2013 <i>Internal Control—Integrated Framework</i> issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). This review of internal controls is conducted concurrently with our substantive testing and review of the financial statements.</p>			
Description of the Work:			
<p>When planning the audit of internal control over financial reporting, we consider, among other things, our knowledge of the company's internal control over financial reporting obtained during previous engagements, matters affecting the industry in which the company operates, and the relative complexity of the company's operations. We perform a risk assessment, which includes the determination of significant accounts and disclosures and relevant assertions, the selection of controls to test, and the determination of evidence necessary for a given control. We also take into consideration the results of our fraud risk assessment.</p>			
<p>We use a top-down approach to the audit of internal control over financial reporting to select the controls to test. This begins at the financial statement level and with our understanding of the overall risks to internal control over financial reporting. We then focus on entity-level controls and work down to significant accounts and disclosures and their relevant assertions that present a reasonable possibility of material misstatement to the financial statements and related disclosures. As part of identifying significant accounts and disclosures and the relevant assertions, we also determine the likely sources of potential misstatement that would cause the financial statements to be materially misstated. To understand the flow of transactions related to the relevant assertions, we perform walkthroughs, which includes the entire process of initiating, authorizing, recording, processing and reporting individual transactions. We then select controls to test that are important to our conclusion about whether the company's controls sufficiently address the risk of misstatement to each relevant assertion.</p>			
<p>We test both the design and operating effectiveness of controls. If necessary, we evaluate the severity of each deficiency. Lastly, based on our procedures, we form an opinion on the effectiveness of internal control over financial reporting by evaluating evidence obtained from all</p>			

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sources, including our testing of controls, misstatements identified during the financial statement audit, and any identified control deficiencies.

4.4 Reference 4 – State of Florida, Division of Emergency Management

State of Florida, Division of Emergency Management			
Work Performed By:		Grant Thornton Public Sector LLC	
Client:	State of Florida, Division of Emergency Management	Client Contact Name:	Allison McLeary
Address:	2555 Shumard Oak Blvd, Tallahassee, FL 32399	Phone #:	(850) 815-4417
Email:	Allison.McLeary@em.myflorida.com	Fax #:	N/A
Project Name:		Comprehensive Grant Management Services	
Relevancy to the RFP:			
<p>Our team of compliance auditors verifies that the grantee is in compliance with Federal Legislation, including the Federal Funding Accountability and Transparency Act (FFATA) and the Cash Management Improvement Act (CMIA), by providing accurate reporting on the Recipient's performance and operations, and by processing payments timely on their behalf.</p> <p>Part of the service we provide to our client includes verifying that the scope of work of the grant was completed satisfactorily. This involves planning and executing site visits, as well as documenting the results of our findings.</p> <p>This experience is relevant to the RFP because it demonstrates our capability to execute compliance audit and financial analysis in a public sector setting.</p>			
Description of the Work:			
<p>Grant Thornton provides professional disaster recovery services for the Bureau of Recovery of the Florida Division of Emergency Management (FLDEM) for Federal Stafford Act grant programs administered by the Federal Emergency Management Agency (FEMA). Our team of 30 professionals assists our client by providing comprehensive grants management for Hurricane Irma (DR-4337) for region four of the State, which encompasses eight counties across central Florida. In this role, we determine if adequate support is provided by sub-recipients to substantiate the allocability, allowability, and reasonableness of costs claimed under FEMA grants. The scope of our work begins with direct involvement in project worksheet (PW) approval and continues through project closeout.</p>			

4.5 Reference 5 – Treasury FIT/VA

Treasury FIT/VA			
Work Performed By:		Grant Thornton Public Sector LLC	
Client:	Department of Treasury's (Treasury) Bureau of Fiscal Service (Fiscal Service) Office of Financial Innovation and Transformation (FIT)	Client Contact Name:	Elizabeth Morales
Address:	1900 E Street, NW Washington, DC 20415-1000	Phone #:	512.673.8960
Email:		Fax #:	N/A
Project Name:	Treasury FIT/VA, Data Analytics for Program Integrity Pilot, Phase I		
Relevancy to the RFP:			
<p>The Department of Treasury's (Treasury) Bureau of Fiscal Service (Fiscal Service) Office of Financial Innovation and Transformation (FIT) partnered with the Department of Veteran's Affairs (VA) in an effort to develop a government-wide playbook to establish and improve program integrity programs at CFO Act agencies for combatting fraud, waste, and abuse (FWA). Our review included an integrated FWA and Improper Payments Elimination and Recovery Act (IPERA) risk assessment which allowed for consistent review across 85 diverse VA programs.</p> <p>Grant Thornton's work on the Treasury FIT Data Analytics for Program Integrity Pilot demonstrates our leadership in combating fraud, waste, and abuse across the federal government. Our work on this project is illustrative of our ability to combine leading practices in both the private and public sectors into a comprehensive and common-sense approach for federal agencies. Further, this experience demonstrates that we have a proven approach to developing advanced analytics models to assign risk scores to providers based on their billing patterns and other key attributes. The Government-wide Playbook Grant Thornton produced as a result of the pilot project provides all federal agencies with better tools and proactive approached for successfully combating fraud, waste, and abuse.</p>			
Description of the Work:			
Grant Thornton performed the following tasks in execution of this contract:			
<ul style="list-style-type: none"> • <i>Analysis of Improper Payments Processes at VA</i> – Grant Thornton performed more than 100 interviews to assess VA's payment processes, including utilization of the Treasury Do Not Pay (DNP) Tool, pre-payment processes, and recapture-recovery activities, and performed a gap analysis to determine where VA's processes deviated from more than 100 industry leading practices. We used this information to develop five key recommendations and provided a detailed comparison of VA processes to leading practices to help VA advance the maturity of its antifraud efforts. • <i>Choice Data Analytics Models</i> – Grant Thornton developed seven new advanced analytics models to enhance VA Office of Community Care's fraud detection capabilities by focusing on providers rather than individual claims. Using VA's Choice program as a pilot, our team used sustainable analytic methods to identify suspicious billing patterns that indicated potential fraud at the provider level rather than the transaction (claim) level. The 			

analytic models our team developed were comprised of more than 50 unique tests designed to assess provider risk. We developed various dashboards and a provider report card to present the suspicious patterns and provider risk scores in an intuitive and easily digestible format. As a result of this effort, we identified 75 providers that presented suspicious billing patterns for which VA initiated further investigation.

- *FWA Risk Assessment for 85 Programs and Development of an Automated FWA Risk Assessment Tool* – Grant Thornton developed a scenario-based risk assessment methodology to conduct an integrated FWA and Improper Payments Elimination and Recovery Act (IPERA) risk assessment consistently across 85 diverse VA programs. The purpose of the integrated risk assessment was to enhance processes to address the Government Accountability Office (GAO) Fraud Risk Management Framework and Improper Payments and Elimination and Recovery Improvement Act of 2010 (IPERIA) requirements. This provided VA with a strategy to redesign their program integrity structure across the department. Our team performed more than 100 risk assessment interviews and facilitated cross-functional workshops to raise awareness of fraud risk and to identify risks and assess likelihood and impact to create detailed risk profiles for each of the 85 in-scope programs. Our team's risk assessment methodology included the development and implementation of an advanced SharePoint tool to streamline the risk collection process and group all relevant risk and scoring information. The SharePoint tool allowed for a more comprehensive analysis of risks within each program and provided executive-level dashboard views to help agency leadership determine where to deploy resources to most effectively mitigate and manage fraud risk across the department.
- *Government-wide Antifraud Playbook* – Federal agencies have struggled to start and mature their antifraud programs, lacking actionable guidance, tools, processes, training, or templates to begin their efforts. Grant Thornton leveraged our antifraud industry expertise as well as the fraud analytics and risk assessment tasks with VA to develop practical guidance for federal agencies to use when implementing or enhancing their antifraud programs. The *Program Integrity: The Antifraud Playbook* (Playbook) draws on the insight of a wide range of agency officials throughout the federal government. In addition to the insights garnered through our work with VA, we conducted roundtable working sessions with agency officials and agency IG office representatives to identify existing barriers, best practices, and feedback to include in the Playbook. Overall, the Playbook is intended to help agencies take proactive steps to addressing fraud by implementing a holistic approach to program integrity and taking targeted action against identified leads.

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Tax Professional Standards Statement

This document supports Grant Thornton LLP's marketing of professional services, and is not written tax advice directed at the particular facts and circumstances of any person. If you are interested in the subject of this document we encourage you to contact us or an independent tax advisor to discuss the potential application to your particular situation. Nothing herein shall be construed as imposing a limitation on any person from disclosing the tax treatment or tax structure of any matter addressed herein. To the extent this document may be considered to contain written tax advice, any written advice contained in, forwarded with, or attached to this document is not intended by Grant Thornton to be used, and cannot be used, by any person for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.



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Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

Grant Thornton 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:	Grant Thornton LLP
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FEIN:	36-6055558	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***
Website:	www.grantthornton.com	

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Virginia Dawson		
Email:	virginia.dawson@us.gt.com		
Phone:	512-692-1235	ext.	
Address:	1000 Wilson Blvd., Suite 1400		
City:	Arlington		
State:	VA		
ZIP:	22209	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Virginia Dawson		
Email:	virginia.dawson@us.gt.com		
Phone:	512-692-1235	ext.	
Address:	1000 Wilson Blvd., Suite 1400		
City:	Arlington		
State:	VA		
ZIP:	22209	+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.

Please copy PubSecStateandLocalGovtContracts@us.gt.com on email correspondence.

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: Grant Thornton LLP

Respondent Federal Employer Identification Number (FEIN #): 36-6055558

Authorized Signature: Wendy Morton-Huddleston

Print Name: Wendy Morton-Huddleston

Title: Principal

Date: 6/9/2020

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.
