Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Tom Berger, Secretary

The State of Florida

Department of Management Services

Request for Proposals (RFP)

Auditing and Related Services

RFP No: 26-84111600-RFP

Nicholas Baxter, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Respondent to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Respondents shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP and in the Business Network		September 29, 2026
Public meeting: Non-Mandatory Pre-Proposal Conference **In-Person Location:** Department of Management Services 4050 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 101 Or **Dial in by phone** +1 (305) 224-1968 Conference ID: 867 8872 1355#	1:00 PM	October 7, 2026
Deadline to submit questions in the Business Network	5:00 PM	October 13, 2026
Anticipated date of posting Q&A on VIP and in the Business Network		November 3, 2026
Deadline to submit Proposal and all required documents in the Business Network	9:00 AM	December 1, 2026
Public meeting: Proposal Opening **In-Person Location:** Department of Management Services 4050 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 101 Or **Dial in by phone** +1 (305) 224-1968 Conference ID: 876 3224 4921#	11:30 AM	December 1, 2026
Anticipated period for evaluations		December 14, 2026 – January 12, 2027
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		January 19, 2027
Anticipated Term Contract start date		Upon Execution

1.2 Non-Mandatory Pre-Proposal Conference

The Department will conduct a Non-Mandatory Pre-Proposal Conference in accordance with the date and time listed in the Timeline of Events section. The purpose of the Conference is to ensure full understanding of all the requirements of the solicitation and attachments.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment E, Enterprise Standard Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this RFP document. All definitions apply in both their singular and plural sense.

Audit – A systematic, independent examination and evaluation of records, processes, or activities to determine whether they are accurate, compliant with standards, and functioning effectively.

Business Day – Monday through Friday, inclusive, from 8:00 a.m. to 5:00 p.m. Eastern Time, except for those holidays specified in section 110.117, F.S.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations collaboration and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contractor – A Vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A Florida State Agency or Eligible User who uses the Term Contract which results from this RFP.

Department – The Department of Management Services, a state agency.

Eligible User – As defined in 60A-1.001, F.A.C.

Hourly Rate – The maximum amount charged per hour of work performed, as submitted by Respondent on Attachment C, Cost Proposal.

Proposal – The document(s) submitted by a Respondent in response to this RFP.

Respondent – A Vendor who submits a Proposal.

RFP – Request for Proposals.

Service Category – A collection of Auditing and Related Services that is described in the Attachment A, Scope of Work and listed in Attachment C, Cost Proposal.

State – The State of Florida.

Subcontractor – An entity that has executed an agreement with the Contractor, and has been approved by the Department, to supply Auditing and Related Services to a Customer under the Term Contract.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Respondent(s) resulting from this solicitation.

Vendor – A business entity which is eligible to do business with the State of Florida.

Vendor Information Portal (VIP) – The State of Florida's vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.4 Objective

The Department is issuing this RFP to establish a State Term Contract for Auditing and Related Services which will replace the Financial and Performance Audit State Term Contract No. 84111600-20-1. The Department intends to make a multiple, statewide awards; however, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

The Financial and Performance Audit State Term Contract No. 84111600-20-1 has an average annual spend of approximately seven (7) million dollars. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Term Contract.

1.5 Scope of Work

Respondent(s) awarded a Term Contract under this RFP shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.6 Term

The term is as specified in the Attachment H, Draft State Term Contract.

1.7 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this RFP. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Proposal. The contact information for the Procurement Officer is:

Nicholas Baxter
Purchasing Analyst, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: 850-488-9996
Email: Nicholas.Baxter@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.8 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this RFP, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to RFP, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment C, Cost Proposal
d) Attachment D, Technical Proposal Instructions and Evaluation Criteria
e) Attachment E, Enterprise Standard Terms and Conditions
f) Attachment H, Draft Term Contract
g) This RFP document
h) Other RFP attachments

1.9 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDhelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.10 Department's Rights to Reject Proposals

The Department may reject any Proposal not submitted in the manner specified by this solicitation.

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Term Contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Proposal or on the cost to the State.

2 THE RFP PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Respondents are strongly encouraged to ask any questions regarding this RFP, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments, and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this RFP do not themselves constitute addenda to this RFP.

2.2 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Respondent's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Proposal.

2.3 Public Opening

Proposals will be opened, and the names of Respondents will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Respondents are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Proposals at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Technical Evaluation

The evaluators will independently review and award points for the Technical Proposal(s) received from responsive and responsible Respondents using the evaluation criteria described in Attachment D, Technical Proposal Instructions and Evaluation Criteria.

2.6 Mandatory Responsive Requirements

The Department will not review Proposals from Respondents who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Proposals found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Proposal or Respondent.

2.7 Equal Proposals

In the event that there are no multiple awards contemplated in the RFP, and the Department receives equal Proposals eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Respondents' status with regard to the applicable statutory preference requirements, the Department may request information from Respondents with equal eligible Proposals. A Respondent will not be permitted to amend or supplement its Proposal in response to such request for clarification.

2.8 Evaluation Methodology

In order for a Respondent to be evaluated, they must be deemed responsive.

Each Respondent shall submit **both** a Technical Proposal and a Cost Proposal for at least one Service Category. Respondents are not required to submit proposals for all Service Categories; however, for each Service Category submitted, a Respondent must submit **both** a Technical Proposal and a Cost Proposal.

Respondents who fail to submit both a Technical Proposal and a Cost Proposal for a Service Category will be deemed non-responsive for that Service Category. Respondents who fail to submit both a Technical Proposal and a Cost Proposal for at least one Service Category will be deemed non-responsive.

The evaluation methodology below will be applied independently to each Service Category for which a Respondent submits both a Technical Proposal and a Cost Proposal:

Service Category 1: Financial and Accounting Auditing Services & Financial and Accounting Audit Consulting Services	**Available Points**
A. Technical Proposal (Attachment D)	300
B. Cost Proposal (Attachment C)	100
Total Available Points (A + B)	**400**

Service Category 2: Investigative Auditing Services & Investigative Audit Consulting Services	**Available Points**
A. Technical Proposal (Attachment D)	300
B. Cost Proposal (Attachment C)	100
Total Available Points (A + B)	**400**

Service Category 3: Information Technology and Data Compliance Auditing Services & Information Technology and Data Compliance Audit Consulting Services	**Available Points**
A. Technical Proposal (Attachment D)	300
B. Cost Proposal (Attachment C)	100
Total Available Points (A + B)	**400**

Service Category 4: Programmatic and Compliance Auditing Services & Programmatic and Compliance Audit Consulting Services	**Available Points**

A. Technical Proposal (Attachment D)	300
B. Cost Proposal (Attachment C)	100
Total Available Points (A + B)	**400**

Service Category 5: Risk Assessment Auditing Services & Risk Assessment Audit Consulting Services	Available Points
A. Technical Proposal (Attachment D)	300
B. Cost Proposal (Attachment C)	100
Total Available Points (A + B)	**400**

2.8.1 Technical Proposal - 300 Available Points for Each Service Category

A Respondent may be awarded up to 300 points for the Technical Proposal submitted for each Service Category in accordance with Attachment D, Technical Proposal Instructions and Evaluation Criteria.

The Respondent's Total Technical Proposal Points for the Service Category (TPP) will be determined by calculating the average total awarded points across all evaluators.

2.8.2 Cost Proposal - 100 Available Points for Each Service Category

A Respondent may be awarded up to 100 points for the Cost Proposal submitted for each Service Category. The Respondent's submitted Attachment C, Cost Proposal provides the Respondent's Average Initial Term Hourly Rate and the Average Renewal Term Hourly Rate for each Service Category.

A. Initial Term Points

The Respondent's Average Initial Term Hourly Rate for each Service Category is calculated as provided in the Respondent's submitted Attachment C, Cost Proposal.

For each Service Category, the Respondent with the lowest Average Initial Term Hourly Rate will receive 60 points. Remaining Respondents will receive points based on the following formula:

$$ITP = (IL \div IR) \times 60$$

Where:
IL = Lowest Average Initial Term Hourly Rate for the Service Category
IR = Respondent's Average Initial Term Hourly Rate for the Service Category
ITP = Initial Term Points Awarded for the Service Category

B. Renewal Term Points

The Respondent's Average Renewal Term Hourly Rate for each Service Category is calculated as provided in the Respondent's submitted Attachment C, Cost Proposal.

For each Service Category, the Respondent with the lowest Average Renewal Term Hourly Rate will receive 40 points. Remaining Respondents will receive points based on the following formula:

RTP = (RL ÷ RR) x 40

Where:
RL = Lowest Average Renewal Term Hourly Rate for the Service Category
RR = Respondent's Average Renewal Term Hourly Rate for the Service Category
RTP = Renewal Term Points Awarded for the Service Category

C. Total Cost Proposal Points

The Respondent's Total Cost Proposal Points for each Service Category (CPP) will be calculated using the following formula and will be used for awarding evaluation points purposes only:

CPP = ITP + RTP

Where:
CPP = Total Cost Proposal Points for the Service Category
ITP = Initial Term Points Awarded for the Service Category
RTP = Renewal Term Points Awarded for the Service Category

2.9 Basis of Award

The Department intends to award up to five (5) Term Contracts for each Service Category to the responsive and responsible Respondent(s) submitting the Proposal(s) determined to be the most advantageous to the State of Florida, based on the highest Total Evaluation Points (TEP) for that Service Category.

The Total Evaluation Points for the Service Category (TEP) will be calculated based on the following formula:

For Each Service Category: TEP = TPP + CPP

Where:
TEP = Total Evaluation Points for the Service Category
TPP = Total Technical Proposal Points for the Service Category
CPP = Total Cost Proposal Points for the Service Category

The Department reserves the right to award multiple Term Contracts or to award Term Contract(s) for all or part of the work contemplated by this solicitation. In the event of a tie, the Department reserves the right to issue an intent to award for more than five (5) Respondents per Service Category.

The Department reserves the right to reject all Proposals. The Department reserves the right to award Term Contract(s) to the next responsive and responsible Respondent(s) that submits the Proposal(s) with the next highest Total Evaluation Points(s) that is determined to be the most advantageous to the State if the Department cannot execute a Term Contract with a Respondent initially or previously awarded a Term Contract.

2.10 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this RFP. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.11 Contract Formation

The Department may issue a Notice of Intent to Award to award Term Contract(s) to successful Respondent(s). The award does not imply execution of a Term Contract. No contract shall be formed between a Respondent and the Department until both parties sign the Term Contract. The Department shall not be liable for any work performed before the Term Contract is effective.

The Department intends to enter into Term Contract(s) with Respondent(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Term Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Respondent, the additional documents will not be considered for the basis for award.

2.12 Other Requirements Following Award

2.12.1 Registration with the Florida Department of State

If awarded a Term Contract, and prior to execution of a Term Contract, the Respondent shall provide a PDF file of its current and active registration with the Florida Department of State or, if exempt from registration, the Respondent shall provide a statement to that effect noting the basis for the exemption. Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.12.2 Florida Substitute Form W-9

It is the responsibility of the awarded Respondent to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.12.3 PUR 7801 Vendor Certification Form

It is the responsibility of the awarded Respondent to provide a completed Attachment G, PUR 7801 Vendor Certification Form prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed Attachment G, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE RFP

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Proposals. Proposals shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Proposals are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Proposal or hyperlinked therein. In submitting its Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building

or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

d. Forced Labor Vendor List.
Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Respondent's Representation and Authorization. In submitting a Proposal, the Respondent certifies that it understands, represents, and acknowledges the following:

a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
b. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal.
d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any other Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
e. The Respondent has fully informed the Department in writing of all convictions of the Respondent, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Respondent and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
f. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:

- Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

g. The products and services offered by the Respondent conform to the specifications contained herein without exception.
h. The Respondent has read and understands the terms and conditions listed in the Draft Term Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Respondent, the Respondent agrees that it will execute the Draft Term Contract.
j. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Proposal.
k. The Respondent shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Proposal.
l. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Term Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Proposal. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Respondent non-responsive or non-responsible based on any information provided in, or omitted from, the Respondent's Proposal related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor meet the Term Contract requirements. Vendor shall at all times during the Term Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Term Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance

is untimely, DMS may reject the response or terminate the Term Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Term Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Term Contract requirements.

14. Firm Response. The Department intends to make an award within 60 days after the date of the opening, during which period Proposals shall remain firm and shall not be withdrawn. If an award is not made within 60 days, the Proposal shall remain firm until the Department enters into a Term Contract or the Department receives from the Respondent written notice that the Proposal is withdrawn.

15. Clarifying Information. The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Proposal being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Proposals are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its Proposal to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Proposal. For each portion redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Proposals are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Respondent fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Respondent fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Respondent may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Respondent has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Respondent of the request and the Respondent may have up to ten (10) Business Days from the date of the notice to provide a Respondent-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the

redacted Confidential Information, the Department will notify the Respondent such an assertion has been made. The notice will provide that if the Respondent seeks to protect the Respondent-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Respondent shall provide written notice to the Department of any cause of action filed. If the Respondent fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department will give the Respondent notice of the demand or request prior to disclosing any Confidential Information to allow the Respondent to seek a protective order or other appropriate relief at the Respondent's sole discretion and expense. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Respondent's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Respondent's redacted Confidential Information, the Respondent shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Respondent fails to continuously undertake the defense or settlement of such claim or if the Respondent and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Respondent shall be bound by any defense or settlement the Department may make as to such claim, and the Respondent agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Respondent's Confidential Information. The Department will also be entitled to join the Respondent in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Rule Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To Participate in this solicitation, a Vendor must:

a) Create an account through VIP at https://vendor.myfloridamarketplace.com if not already registered. For information on how to register in VIP, access MFMP training materials using the link in MFMP Training section below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."

c) The Vendor's solicitation contact as listed in Vendor's VIP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click **"**Register**"** to complete the registration process.

   1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.

b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list**.**

c) Review the "Events" list for the title of this solicitation's sourcing event.

   1) The sourcing event will display an "Open" status.

A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

- Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation
- Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP
- Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of steps which must completed before a Vendor can respond to this solicitation, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in MFMP Training section below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.3.2 MFMP Training

MFMP offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors to access the MFMP Vendor Guide for information on VIP registration, commodity codes, and responding to solicitations in the Business Network.

3.3.3. MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Proposal

Respondents are responsible for the content and accuracy of their Proposals. A Respondent may modify or withdraw its Proposal in the Business Network at any time prior to the Proposal due date and time set forth in the 'Timeline of Events' section.

3.5 Cost of Proposal Preparation

The costs related to the development and submission of a Proposal are the full responsibility of the Respondent and are not chargeable to the Department.

3.6 Independent Preparation

A Respondent shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Respondent as to any matter related to the Proposal each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Proposal.

3.7 False or Erroneous Information

A Respondent who submits false or erroneous information may be deemed non-responsible, non-responsive or not awarded a Term Contract. If the Respondent's Proposal is found to contain false or erroneous information after Term Contract award, the Term Contract may be terminated, and the Department may pursue any other legal action available.

4 RFP ATTACHMENTS

The RFP is Comprised of the Following Documents

- Attachment A, Scope of Work
- Attachment B, Mandatory Responsive Requirements
- Attachment C, Cost Proposal
- Attachment D, Technical Proposal Instructions and Evaluation Criteria
- Attachment E, Enterprise Standard Terms and Conditions
- Attachment F, PUR 1000, General Contract Conditions
- Attachment G, PUR 7801, Vendor Certification Form
- Attachment H, Draft Term Contract
- Attachment I, PUR 1355, Foreign Country of Concern Attestation Form
- Attachment J, PUR 2024, Use of Coercion for Labor or Services
- Attachment K, Certification of Drug Free Workplace
- Attachment L1, Technical Proposal Response for Service Category 1: Financial and Accounting Auditing Services & Financial and Accounting Audit Consulting Services (if applicable)
- Attachment L2, Technical Proposal Response for Service Category 2: Investigative Auditing Services & Investigative Audit Consulting Services (if applicable)
- Attachment L3, Technical Proposal Response for Service Category 3: Information Technology and Data Compliance Auditing Services & Information Technology and Data Compliance Audit Consulting Services (if applicable)
- Attachment L4, Technical Proposal Response for Service Category 4: Programmatic and Compliance Auditing Services & Programmatic and Compliance Audit Consulting Services (if applicable)
- Attachment L5, Technical Proposal Response for Service Category 5: Risk Assessment Auditing Services & Risk Assessment Audit Consulting Services (if applicable)

<u>Required</u> Documents to be submitted with Proposal

- Completed Attachment B, Mandatory Responsive Requirements
- Completed Attachment C, Cost Proposal
- Completed Attachment I, PUR 1355, Foreign Country of Concern Attestation Form
- Completed Attachment J, PUR 2024, Use of Coercion for Labor or Services
- Completed Attachment L1, Technical Proposal Response for Service Category 1: Financial and Accounting Auditing Services & Financial and Accounting Audit Consulting Services (if applicable)
- Completed Attachment L2, Technical Proposal Response for Service Category 2: Investigative Auditing Services & Investigative Audit Consulting Services (if applicable)

- Completed Attachment L3, Technical Proposal Response for Service Category 3: Information Technology and Data Compliance Auditing Services & Information Technology and Data Compliance Audit Consulting Services (if applicable)
- Completed Attachment L4, Technical Proposal Response for Service Category 4: Programmatic and Compliance Auditing Services & Programmatic and Compliance Audit Consulting Services (if applicable)
- Completed Attachment L5, Technical Proposal Response for Service Category 5: Risk Assessment Auditing Services & Risk Assessment Audit Consulting Services (if applicable)

Optional Documents to be submitted with Proposal
Completed Attachment K, Certification of Drug Free Workplace (if applicable)

NOTE: Each required document (and optional document, if included) **must be submitted separately** in the Business Network, where directed to attach each file. Respondents must submit only one (1) document in the Business Network where directed to attach each file. The maximum file size limit for each submitted document is 100MB. Uploading multiple files where directed to attach any file, by uploading a compressed folder (zip, .rar, .7z, etc.) or by any other method, may result in the Respondent being found non-responsive for any relevant Service Category and up to and including all Service Categories.