



**Orange County Comptroller
REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY CONSULTING AND AUDITING SERVICES
RFP No. 2018-01-AUD**

PURPOSE

The Orange County Comptroller's Office, Orange County, Florida (Comptroller) is soliciting proposals from firms to provide information technology consulting and auditing services for the fiscal year ending September 30, 2019, with the option of providing services for each of the next four subsequent fiscal years (years ending September 30, 2020, 2021, 2022, and 2023). The scope of these services would include providing information technology consulting and related services to the Comptroller's Office to assist the Office in performing its audit duties as stipulated in in the Florida Constitution and Orange County Charter. These responsibilities include services related to Orange County government consisting of the elected County Mayor and elected County Commissioners along with six separately elected constitutional officers. In addition, these services could include audits and consulting services for infrastructure and data maintained by the Comptroller's Office as well.

INSTRUCTIONS TO PROPOSERS

Proposers desiring to provide services, as described in this Request for Proposal (RFP), must submit two (2) paper original and one (1) electronic copy (preferably as a pdf on a usb drive or CD) no later than **3:00 p.m. Eastern Time on October 25, 2018**. Both paper originals and electronic copies must be received by the time stated herein. Proposals received after the specified time will not be considered. The time/date stamp clock located in the Comptroller's Clerk of the BCC Office will serve as the official authority to determine arrival of any proposal.

Proposals should be submitted to:

Orange County Comptroller
c/o Comptroller's Clerk of the BCC Office
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801
Telephone Number: 407-836-7300

All proposals will be opened publicly, and the names of all proposers will be read aloud.

Table of Contents

SECTION 1 - GENERAL INFORMATION	4
1.1 SUBMITTAL REQUIREMENTS.....	4
1.2 GENERAL TERMS AND CONDITIONS	4
1.3 QUESTIONS REGARDING THIS RFP.....	5
1.4 INSURANCE COVERAGE.....	6
1.5 INDEMNIFICATION	8
1.6 ACCESS AND AUDITS	8
1.7 PUBLIC RECORDS REQUESTS.....	9
1.8 CONVICTED VENDOR LIST	9
1.9 TOBACCO FREE CAMPUS.....	10
1.10 DRUG FREE WORKPLACE.....	10
1.11 PROPOSER’S WARRANTY	10
1.12 EQUAL EMPLOYMENT OPPORTUNITY	10
SECTION 2 – BACKGROUND	11
2.1 COUNTY OPERATIONS.....	11
2.2 COUNTY AUDIT DIVISION DUTIES AND RESPONSIBILITIES	11
2.3 DESCRIPTION OF REQUESTED SERVICES.....	12
SECTION 3 - SCOPE OF WORK.....	12
3.1 REQUIRED SERVICES.....	12
A. Communication and Collaboration with the Comptroller’s Audit Division	13
B. Deliverables.....	13
SECTION 4 - SELECTION PROCESS	14
4.1 PROPOSAL REQUIREMENTS.....	14
A. Firm Qualifications	14
B. Similar Projects	15
4.2 CRITERIA.....	15
4.3 PROPOSAL EVALUATION	15
4.4 NEGOTIATION	16
4.5 CONTRACT PERIOD	16

4.6 CONFLICT OF INTEREST 16

SECTION 5 - APPENDICES TO RFP #2018-01-AUD 17

5.1 REQUIRED FORMS..... 17

 APPENDIX A - DRUG-FREE WORKPLACE FORM..... 18

 APPENDIX B - PROPOSER’S WARRANTY..... 19

 APPENDIX C - AUTHORIZED SIGNATORIES/NEGOTIATORS 20

 APPENDIX D – EQUAL OPPORTUNITY CERTIFICATION 21

 APPENDIX E - CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION
STATEMENT 22

 APPENDIX F - VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST..... 23

 APPENDIX G – COUNTY ORGANIZATIONAL CHART 24

SECTION 1 - GENERAL INFORMATION

1.1 SUBMITTAL REQUIREMENTS

Proposals must be sealed and proposers should indicate on their proposal the following:

Request for Proposal (RFP) # 2018-01-AUD
Date of Opening: October 25, 2018; 3:00 pm Eastern Time
Name of Proposer

Responses by telephone, telegram, e-mail, or fax will not be accepted. Such responses will be rejected as non-responsive regardless of where such responses are received. The responses to the RFP must be received no later than **3:00 p.m. Eastern Time on October 25, 2018.**

It is the sole responsibility of the proposers to ensure their proposal reaches the Comptroller's Office on the 4th floor of the Orange County Administration Building located at 201 South Rosalind Avenue on or before the closing date and time. The Comptroller will in no way be responsible for delays caused by any occurrence including deliveries made to any place other than the specified address.

All proposals, corrections, and changes must be signed by a designated signor having authority to bind the proposer (as noted in Appendix C).

1.2 GENERAL TERMS AND CONDITIONS

- A. The Comptroller reserves the right to accept or reject any or all proposals, in whole or in part, with or without cause, to waive technicalities, or to accept the proposal which, in the Comptroller's sole judgment, best serves the interests of the Comptroller, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within 30 working days after the award of the proposal.
- B. The Comptroller reserves the right to request clarification of information submitted, waive minor errors or omissions and to request additional information of one or more proposers.
- C. Any proposal may be withdrawn until the date and time set in 1.1 above. Any proposals not withdrawn will constitute an irrevocable offer for a period of 60 working days to provide the services set forth in this RFP to the Comptroller, unless released earlier by the Comptroller.
- D. Any contract resulting from the acceptance of a proposal must be in a form either supplied by or approved by the Comptroller and must contain, as a

minimum, applicable provisions of the RFP and the proposer's response. The Comptroller reserves the right to reject any contract that does not conform to the RFP and any Comptroller requirements for contracts.

- E. The winning proposer may not assign any interest in the contract and may not transfer any interest in the same without prior written consent of the Comptroller.
- F. The Comptroller will retain all proposals submitted and reserves the right to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Comptroller and the proposer selected.
- G. A proposer may wish to sub-contract a portion of the work or combine its talents and resources with another proposer in responding to this RFP. However, in those instances, a prime proposer must be designated that will be accountable for the entire proposal and any contract that may result. Any sub-contractor must be disclosed by the proposer when responding to this RFP, including the work to be performed by the sub-contractor.
- H. Costs for preparation of a response to this RFP are solely those of the proposer. The Comptroller assumes no responsibility for any such costs incurred by the proposer. All proposals become the property of the Comptroller and are subject to the Florida public records law.
- I. The Comptroller is bound by statements made or information given during the procurement process and award ONLY when such statements or information are written and executed under authority of Phil Diamond, CPA, Orange County Comptroller or the Chief Deputy Comptroller. This provision exists solely for the convenience and administrative efficiency of the Comptroller. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor will any proposer or third party have any standing to sue or have any cause of action arising from this section.

1.3 QUESTIONS REGARDING THIS RFP

Except as specified below, a proposer must not direct any queries or statements concerning its proposal to the Audit Division during the selection process, from the time of release of this RFP until the execution of a contract, unless contact is initiated by an employee of the Audit Division. Failure to comply with this provision may result in the disqualification of the proposer.

All questions or concerns regarding this RFP must be submitted in writing to Peggy McGarrity, Chief Deputy Comptroller, 201 S. Rosalind, Orlando, FL 32801, or by email to Peggy.McGarrity@occompt.com referencing this RFP number..

The Comptroller may provide clarifying information or issue an addendum in response to questions or concerns regarding this RFP for distribution to all known prospective proposers, either by mail, fax, email, and/or posting on our web site www.occompt.com.

1.4 INSURANCE COVERAGE

INSURANCE REQUIREMENTS

Proposer agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the Comptroller's review or acceptance of insurance maintained by Proposer is not intended to and shall not in any manner limit or qualify the liabilities assumed by Proposer under this contract. The Proposer is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Proposer shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A - Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- A. Commercial General Liability. The Proposer shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Proposer further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured - CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.
 - Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- B. Business Automobile Liability. The Proposer shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Proposer does not own automobiles the Proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements: None.

- C. Workers' Compensation. The Proposer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Proposer using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation - WC 00 03 13 or its equivalent.
- D. Professional Liability - with a limit not less than \$1,000,000 per occurrence/claim.

When a self-insured retention or deductible exceeds \$100,000 the Comptroller reserves the right to request a copy of Proposer most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Proposer agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Proposer agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Proposer of the obligation to provide replacement coverage.

By entering into this contract Proposer agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the Comptroller for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Proposer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Proposer agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Proposer shall provide the Comptroller with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Proposer shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Comptroller.

For continuing service contracts renewal certificates shall be submitted immediately upon request by the Comptroller. The certificates shall clearly indicate that the Proposer has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. Proposer shall notify the Comptroller not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Proposer shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the Comptroller or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Comptroller
201 S. Rosalind Ave, 4th Floor
Orlando, Florida 32801

1.5 INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall defend, indemnify, and hold harmless the Comptroller, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COMPTROLLER.

1.6 ACCESS AND AUDITS

The proposer must maintain complete and accurate books, records, and documents to justify all services performed and all charges pursuant to the contract in accordance with standard and acceptable accounting practices. Such records and documents must be maintained for a minimum of five years after completion of all services under contract. The Comptroller and/or his authorized employees or designees must have reasonable access to such books, records, subcontract(s), and documents of the proposer or its subcontractors as needed in the opinion of the Comptroller for the purpose of inspection or audit during normal business hours at the proposer's facility. This right to audit must include the proposer's subcontractors used to procure goods or services under the contract with the Comptroller. Proposer must ensure the Comptroller has these same rights with subcontractor(s) and suppliers. Proposer will provide copies of all such books, records and documents to the Comptroller's County Audit Division at proposer's expense, if requested.

1.7 PUBLIC RECORDS REQUESTS

In accordance with Section 119.0701(2), Florida Statutes, the proposer must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

1.8 CONVICTED VENDOR LIST

A person, entity, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.9 TOBACCO FREE CAMPUS

Virtually all of Orange County's operations and the Orange County Comptroller's Office are designated as tobacco free. This policy applies to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on Orange County-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, electronic cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes, and/or contract enforcement remedies.

1.10 DRUG FREE WORKPLACE

Pursuant to Section 287.087, Florida Statutes, Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The Drug-Free Workplace Form, Appendix A, must be executed by the proposer, if applicable, and submitted with this proposal.

1.11 PROPOSER'S WARRANTY

The proposer is to complete and sign the Proposer's Warranty, Appendix B, as part of the proposal submitted.

1.12 EQUAL EMPLOYMENT OPPORTUNITY

Section 2.13, of the Comptroller's personnel policies states that all personnel actions will be based on merit and fitness of the individual under consideration. There will be no discrimination against any person in recruitment, hiring, examination, appointment, training, promotion, retention, or any other personnel action based on race, color, sex, gender, age, religion, national origin, ancestry, marital status, political affiliation or belief, disability, sexual orientation or any other reason prohibited by law. The proposer must abide by these provisions as noted in Appendix D.

SECTION 2 – BACKGROUND

2.1 COUNTY OPERATIONS

Orange County government consists of an elected County Mayor and elected County Commissioners along with six separately elected constitutional officers. The County operations, excluding the six Constitutional Officers, is headed by the elected County Mayor that serves for a term of four years. The County Mayor serves as the chair of the Board of County Commissioners and manages the operations of all elements of county government under the jurisdiction of the board, consistent with the policies, ordinances, and resolutions enacted by the board. The Board of County Commissioners (BCC) consists of the Mayor and six members. Each member is elected by district. The term of office for Board members is four years. The powers, duties, and responsibilities of the BCC are defined by the County Charter and by State statute. The board has the power to originate, terminate, and regulate legislative and policy matters including but not limited to adoption or enactment of ordinances and resolutions it deems necessary and proper for the good governance of the county. The board also adopts and amends as necessary the county administrative code to govern the operation of the county and adopts such ordinances of county wide force and effect as are necessary for the health, safety, and welfare of the residents. The 2018-19 proposed County budget is approximately \$4.25 billion. An Organizational Chart is included as Appendix G.

The six separately elected Constitutional Officers duties are set by the State Constitution and related Florida Statutes. The six officers are the Comptroller, Clerk of Courts, Sheriff, Property Appraiser, Tax Collector, and Supervisor of Elections.

2.2 COUNTY AUDIT DIVISION DUTIES AND RESPONSIBILITIES

The County Audit Division reports directly to the Orange County Comptroller. The Comptroller is elected by the citizens of the County. As such, the Comptroller is independent of the Board of County Commissioners and the other constitutional officers. The County Audit Division conducts comprehensive audits of County operations under the Board of County Commissioners, the County Comptroller, and the other five constitutional officers. These audits may include financial, compliance, and performance objectives.

The County Audit Division is headed by the Director of County Audit. The Director has the ultimate responsibility for the operation of the Division and for ensuring its goals are met. The Deputy Director of County Audit shares in the responsibility for the day to day operation of the Division. Reporting to the Deputy Director are audit supervisors, senior auditors, auditors and the quality assurance analyst. In addition, there currently is an unfilled IT Audit Manager position.

2.3 DESCRIPTION OF REQUESTED SERVICES

The County Audit Division is seeking a firm, or firms, that can provide continuing professional consulting and auditing services related to Information Technology (IT) controls. These services could include, but are not limited to the following:

- Identifying IT assets managed internally and outsourced including, but not limited to, physical and virtual devices, operating systems and software;
- IT Risk Assessments;
- IT General & Application Controls Reviews;
- Information Security Audits & Assessments;
- Network and Cyber Security Audits & Assessments;
- IT Policies and Procedures Review & Assessment;
- Health Insurance Portability and Accountability Act (HIPAA) Compliance Reviews; and
- Payment Card Industry (PCI) Data Security Standard (DSS) Compliance Reviews.

As technology and systems used are very fluid in nature, the Comptroller's Office will not be able to answer any specific questions as to the current systems in place or anticipated.

SECTION 3 - SCOPE OF WORK

3.1 REQUIRED SERVICES

The selected firm(s) are expected to work with County Audit Division to:

- Identify and assess areas of audit risk related to Information Technology;
- Develop the scope, objectives and tests plans for selected audits;
- Perform and document audit testing;
- Communicate audit results; and,
- Prepare reports.

All audits and projects undertaken must be performed in accordance with Government Auditing Standards, when applicable. It is anticipated that for each project, the County Audit Division, in coordination with the Comptroller, will work with one of the selected firm(s) to develop a specific scope with a good faith intention to use that firm to perform the project. After a specific project scope has been identified, the firm will be required to provide an estimate of hours needed to satisfy the scope with the hourly rates negotiated in the Contract and an estimated timeline for completion. In the rare instance that an agreeable price cannot be entered into with the firm, the Comptroller reserves the right to stop negotiations with this firm and proceed to work on a project scope and price with one of the other firms selected. All projects must have a guaranteed not-to-exceed price.

In addition to audits and projects, the selected firm(s) are expected to be available to provide routine consulting service to the County Audit Division. These services would be billed at the hourly rates for each position as specified in the Contract. No routine consulting services shall exceed 10 hours for any one month without prior written approval. The selected firm(s) may be requested to perform all or part of various audit projects and provide reports covering audit projects completed. The selected firm(s) may at times work in tandem with Orange County Comptroller audit staff on any requested service.

Any subcontracting must be identified in the initial proposal, including the name of the firm and all other information as required of the principal firm in this request for proposals. The Comptroller reserves the right to reject any proposed subcontractors. Once a Contract is entered into, no additional subcontracting will be allowed without the express prior written consent of the Comptroller.

A. Communication and Collaboration with the Comptroller's Audit Division

Audit Division staff may accompany the selected firm for a project to the audit site and the firm is not allowed to visit any County Site without the prior permission of the Audit Division. The Audit Division will expect progress reports throughout the engagement. Also, it is expected that the Audit Division may consult with the firms' staff as the need arises and after a project has been completed without charge, providing such contact is reasonable considering the report provided. All documentation obtained and created by a firm during the course of a project will be provided to the County Audit Division, if requested. It is anticipated that the Division will request copies of data and ask to review supporting information for conclusions reached.

B. Deliverables

A final report prepared in accordance with Government Auditing Standards for performance audits, as applicable will be presented to the Audit Division. At a minimum, if the report is required to comply with Government Audit Standards, it

should include the project scope and objectives, background information for the area reviewed, a summary of the methodology used to satisfy the objectives, detailed explanations of the issues/concerns identified, and specific recommendations for corrective action.

SECTION 4 - SELECTION PROCESS

4.1 PROPOSAL REQUIREMENTS

The following information, including forms listed in Section 5, must be submitted with your proposal. Proposer must respond to the information requests below, with each specification clearly identified. Failure to provide this information will negatively impact the evaluation of your proposal or may render your proposal non-responsive.

Each proposal should, but is not required to, include an executive summary of not more than two (2) pages which highlights each key area listed below in A through C which summarizes the proposer's case as to why the proposer should be selected to perform continuing professional consulting and auditing services related to Information Technology (IT) controls . Sample reports including the deliverables stated in Section 3.B. can be provided with the proposal. Alternatives to the deliverables stated may also be presented for consideration.

A. Firm Qualifications

1. The proposal should state the legal name and form of organization of the proposing firm, the number of the firm's IT audit staff, and the number and nature of the professional staff (including certifications and/or licenses) employed that have performed reviews as described in this RFP. Given the size and numerous functions performed by Orange County Government, the proposer needs to have staff with experience in a broad range of hardware, operating systems, networks (data and voice), databases, software and applications.
2. The proposer should identify the principal supervisory and management staff, including engagement partner, manager, supervisors, specialists, and staff, as applicable that could be assigned to the projects. The proposer also should provide information (dates, duration of audits, client names, and contacts) on prior information technology consulting and auditing services performed by these staff listed. This should include information on the staff that worked on these services and key people that could be expected to work on the projects included within this RFP.

3. The proposer must submit a list of all firms with which it intends to subcontract and provide the same information for each subcontractor as set forth herein, if applicable. No subcontracting services will be allowed to be undertaken where any data must be sent outside the United States.

B. Similar Projects

Proposers should list separately all relevant past information technology consulting and auditing services performed for other entities. Particular emphasis should be placed on local government entities. For each engagement, the proposer should indicate the scope of work, date of engagement, engagement manager, and the name and telephone number of the principal client contact. The Comptroller reserves the right to request reference information from past clients.

C. Location of Key Staff

The proposer should identify the physical business address of all staff that could be assigned to the projects. As all audit sites are located in Orange County, preference will be given to proposers with a local presence. Any travel expenses incurred would be reimbursed in accordance with the Orange County Comptroller’s travel policies.

4.2 CRITERIA

The submitted proposals will be evaluated based on the weighted award criteria as follows:

Criteria	Weight
Firm Qualifications	50%
Similar Projects	30%
Location of Key Staff	20%
	100%

4.3 PROPOSAL EVALUATION

A selection team made up of representatives from the Comptroller’s Office will evaluate all submitted proposals on the above criteria within approximately 30 working days. The Comptroller reserves the right to request clarification of information submitted and additional information of one or more proposers. To facilitate the evaluation process, proposers may be invited to make oral presentations to the Evaluation Committee; however, this is not initially expected. The award will be made to the highest rated proposer as determined by the evaluation committee in accordance with the award criteria.

4.4 NEGOTIATION

The Comptroller will appoint a negotiation representative(s) to enter into contract negotiations with the proposer(s) selected by the Evaluation Committee. The negotiation will include rates submitted by the proposer for each position included in the proposal. The Comptroller reserves the right to review and negotiate the proposed hourly rates submitted with proposer(s) selected by the Evaluation Committee. The hourly rate proposal should include hourly rates that are guaranteed for the entire contract period with an agreeable percentage increase tied to inflation; but, the increase may not exceed three percent per year, absent extraordinary circumstances agreed to with the Comptroller's Office. If a contract with a selected proposer cannot be executed for any reason (including negotiated hourly rates), the Comptroller's representative(s) may choose to cease negotiations with the proposer. The Comptroller may reopen negotiations with any of the proposers or select additional proposers for negotiation. It is the intent of the Comptroller to negotiate reasonable hourly rates for each selected proposer.

4.5 CONTRACT PERIOD

The initial contract will be for fiscal year ending September 30, 2019, with the option of providing services for each of the next four subsequent fiscal years (years ending September 30, 2020, 2021, 2022, and 2023). The contract may be terminated by the proposer/contractor upon thirty (30) days prior written notice to the Comptroller. It may also be terminated, in whole or in part, by the Comptroller, with or without cause, immediately upon written notice to the contractor. In the event of termination by the Comptroller for any cause, the contractor will not have any claim against the Comptroller for lost profits or compensation for lost opportunities. Unless the contractor is in breach of the contract, the contractor shall be paid for services rendered to the Comptroller's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the Comptroller, the contractor shall stop work on the date and to the extent specified, terminate and settle all orders and subcontracts relating to the performance of the terminated work, and continue and complete all parts of that work that have not been terminated.

4.6 CONFLICT OF INTEREST

Proposer(s) must be free of any obligations and interests, which might conflict with the interests of Orange County and the Comptroller. The Conflict/Non-Conflict of Interest and Litigation Statement, Appendix E, is to be executed and submitted with the proposal. Any conflict or potential conflict, including services performed for the County and six Constitutional Officers, must be described in the proposal. This statement combined with the prior work performed listed in the proposal along with any additional due diligence review of the proposer's independence deemed appropriate by the Comptroller will be used to determine whether the proposer has a potential conflict of interest. This decision as to whether a conflict exists is solely

the duty and responsibility of the Comptroller. By submitting a proposal, the proposer(s) agrees to accept these terms and the Comptroller's decision.

SECTION 5 - APPENDICES TO RFP #2018-01-AUD

5.1 REQUIRED FORMS

The information in the appendices is a material part of this RFP. All associated forms in Appendices A through F must be completed and submitted as an Appendix to your proposal.

APPENDIX A	DRUG FREE WORKPLACE FORM
APPENDIX B	PROPOSER'S WARRANTY
APPENDIX C	AUTHORIZED SIGNATORIES/NEGOTIATORS
APPENDIX D	EQUAL OPPORTUNITY CERTIFICATION
APPENDIX E	CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT
APPENDIX F	VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS
APPENDIX G	COUNTY ORGANIZATIONAL CHART

APPENDIX A - DRUG-FREE WORKPLACE FORM

The undersigned proposer, in accordance with Section 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1, above.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this Proposal complies fully with above requirements.

Proposer's Signature

Date

APPENDIX B - PROPOSER'S WARRANTY

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the firm submitting the proposal; (b) he/she has fully read and understands this RFP # 2018-01-AUD and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the firm has no objection to incorporating the Request for Proposal and its response to it as an attachment to any the contract entered into between proposer and the Orange Comptroller for the IT consulting and auditing services.

PROPOSER

Name of Firm

Signature

Name (Print or Type)

Date

Address

City, State, and Zip

Telephone

Fax Number

APPENDIX C - AUTHORIZED SIGNATORIES/NEGOTIATORS

The proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Name	Title	Telephone Number

Signature

Title

Name of Business

The proposer must complete and submit the following information with the bid or proposal:

Type of Organization

- | | | | |
|-------|---------------------|-------|-------------|
| _____ | Sole Proprietorship | _____ | Partnership |
| _____ | Joint Venture | _____ | Corporation |

State of Incorporation _____

Federal Tax I.D. _____

E-mail Address _____

APPENDIX D – EQUAL OPPORTUNITY CERTIFICATION

Section 2.13, of the Comptroller’s personnel policies states that it is the policy of the Comptroller to seek and employ the best qualified personnel and provide equal opportunity for the advancement of employees, including training and promotion in a manner which will not discriminate against any person because of race, color, sex, gender, age, religion, national origin, ancestry, marital status, disability, sexual orientation or any other reason prohibited by law. By affixing of the signature below, I am certifying the following:

1. The proposer represents that the proposer has adopted and will maintain a policy of nondiscrimination as defined above throughout the term of this contract.
2. The proposer will allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
3. The provisions of this contract will be incorporated by the proposer into the contracts of any applicable subcontractors.

Signature

Title

Name of Business

**APPENDIX E - CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
AND LITIGATION STATEMENT**

CHECK ONE

- To the best of our knowledge, the undersigned proposer has no conflict or potential conflict of interest due to any other clients, contracts, or property interest for this project.
- The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

CHECK ONE

- The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned proposer, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

APPENDIX F - VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes requires a certification that at the time of submitting a bid or proposal for contact with an agency or local government for goods or services of any amount, the company is not participating in a boycott of Israel or included on the Scrutinized Companies that Boycott Israel List created pursuant to Chapter 215.4725, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

APPENDIX G – COUNTY ORGANIZATIONAL CHART

