

State of Florida
Department of Transportation
Central Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO SHERILL JOHNSON at sherill.johnson@dot.state.fl.us**

RFP Number: RFP-DOT-17/18-9057-SJ

Title: Audit Management System

Proposal Due Date & Time (On or Before): Tuesday, March 6, 2018, at 3:00PM LOCAL TIME

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to Sherill Johnson of the Florida Department of Transportation Procurement Office at sherill.johnson@dot.state.fl.us.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone:

Sherill Johnson
sherill.johnson@dot.state.fl.us
(850) 414-4381

EXHIBIT C PRICE PROPOSAL FORM

RFP Number: RFP-DOT-17/18-9057-SJ

FOB: Statewide

RFP Title: Audit Management System

Services to be provided as specified in attached Exhibit "A", Scope of Services.

Line Item	Description	Quantity	Unit Price	Total Price
1	User Licenses for the Audit Management System	30 licenses	\$ _____	\$ _____
2	1 st Year of Maintenance	12 months	\$ _____	\$ _____
3	Training	1	\$ _____	\$ _____
4	1 st Year Hosting	12 months	\$ _____	\$ _____
GRAND TOTAL FOR LINE ITEMS 1-4				\$ _____

Maintenance Costs

YEAR	QUANTITY	UNIT PRICE	TOTAL PRICE
Year 2	12 months	\$ _____	\$ _____
Year 3	12 months	\$ _____	\$ _____
Year 4	12 months	\$ _____	\$ _____
Year 5	12 months	\$ _____	\$ _____
GRAND TOTAL FOR MAINTENANCE COSTS FOR YEARS 2-5			\$ _____

Hosting Costs

YEAR	QUANTITY	UNIT PRICE	TOTAL PRICE
Year 2	12 months	\$ _____	\$ _____
Year 3	12 months	\$ _____	\$ _____
Year 4	12 months	\$ _____	\$ _____
Year 5	12 months	\$ _____	\$ _____
GRAND TOTAL FOR EXTERNAL HOSTING SERVICES COSTS FOR YEARS 2-5			\$ _____

GRAND TOTAL OF PROJECT \$ _____
 (Price Proposal Evaluation will be based on the Grand Total of the Project)

EXHIBIT C
PRICE PROPOSAL FORM

RFP Number: RFP-DOT-17/18-9057-SJ

FOB: Statewide

RFP Title: Audit Management System

Services to be provided as specified in attached Exhibit "A", Scope of Services.

RENEWAL: see Special Condition 33).

THE UNIT RATE(s) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2018, in accordance with House Bill 5003 Sec.73 and Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
06/12

287.087 Preference to businesses with drug-free workplace programs. --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. In order to have a drug-free workplace program, a business shall:

- (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 subsection (1).
- (4) In the statement specified in subsection (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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
12/09

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____ , _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

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, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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 either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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: _____

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
Audit Management System

RFP-DOT-17/18-9057-SJ

CONTACT FOR QUESTIONS:

Sherill Johnson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
sherill.johnson@dot.state.fl.us
Phone: (850) 414.4381

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide an Audit Management System. It is anticipated that the term of the contract will begin upon date of contract execution and be effective through June 30, 2022.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	02-22-2018	05:00 PM
PROPOSALS DUE, ON OR BEFORE (Technical and Price Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414.4381	03-06-2018	03:00 PM
PUBLIC OPENING (Technical Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Room 348 Tallahassee, Florida 32399-0450	03-06-2018	03:00 PM
PUBLIC OPENING TO SHORTLIST Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Room 348 Tallahassee, Florida 32399-0450	03-14-2018	10:30 AM
ORAL PRESENTATIONS (<u>not open to the public</u>)	Week of 03/26/2018	

PUBLIC OPENING / MEETING (Price Proposal)

04-02-2018

03:00 PM

Florida Department of Transportation
Central Procurement Office
Attn: Sherill Johnson, Procurement Agent
605 Suwannee Street, Room 129
Tallahassee, Florida 32399-0450

POSTING OF INTENDED AWARD

04-02-2018

05:00 PM

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-17/18-9057-SJ:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and documented. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-17/18-9057-SJ:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score.
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Calculate price scores and add to technical scores to arrive at total scores.
- Announce Proposer with highest Total Score as Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn.

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2018, in accordance with House Bill 5003 Sec.73 and Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

FDOT Procurement Office

Attn: Sherill Johnson

605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450

Or sherill.johnson@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4381

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT: MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-***

4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state

corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) **WARRANTY/SUBSTITUTIONS**

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) **LIABILITY INSURANCE**

No general liability insurance is required.

12) **PERFORMANCE BOND**

A Performance Bond is not required for this project.

13) **METHOD OF COMPENSATION**

For the satisfactory performance of these services the Vendor shall be paid as described in the attached Exhibit "B", Method of Compensation.

14) **CONTRACT DOCUMENT: STANDARD WRITTEN AGREEMENT**

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

RFP responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

19) **RESERVATIONS**

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) **ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-17/18-9057-SJ
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-17/18-9057-SJ
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (6 copies)
(Do not include price information in Part I)

The Proposer must submit one (1) original and (5) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-17/18-9057-SJ".

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than five (5) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel. The Proposer is encouraged to limit the Proposer's Management Plan to no more than five (5) pages.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience. The Proposer is encouraged to limit the plan to no more than thirty (30) pages.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required. The Proposer is encouraged to limit the plan to no more than five (5) pages.

22.3 Price Proposal (Part II) (2 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-17/18-9057-SJ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) **"DRUG-FREE WORK PLACE" PREFERENCE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) **COPYRIGHTED MATERIAL**

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) **ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT- (RFP #) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) **COSTS INCURRED IN RESPONDING**

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Central Procurement Office
Attn: Sherill Johnson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414.4381**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place on or before the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations

Oral Presentations will be given by the Proposers that receive seventy (70) points or higher on their technical proposals.

The Department will hold a public meeting to summarize the technical evaluations and identify the Proposers that attained an average score of seventy (70) points or higher on their Technical Proposal and are thus considered responsive. The responsive Proposers will continue in this procurement process and be participating in Oral Presentations on the date(s) scheduled in the Timeline (See Introduction Section 2 Timeline).

The following time frames shall govern the Oral Presentations:

- a. Presentation 30 minutes
- b. Specific Questions on proposal 30 minutes

The committee members will independently evaluate the oral presentations on the criteria established in the section below in order to assure that orals are uniformly rated. Oral Presentations are not open to the public.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

- a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	5
2. Management Plan	10
3. Technical Plan	70
4. Work Plan	15

The Management Plan scores will be broken out as follows:

- a). Administration and Management 5
- b). Identification of Key Personnel 5

The Proposer's Technical Plan scores will be broken out as follows:

- | | |
|--|-----|
| a). Technical Approach | 55 |
| 1). Risk Assessment/Audit Plan | 5 |
| 2). Staffing and Budgeted Hours | 2.5 |
| 3). Audit Execution | 5 |
| 4). Workpaper Numbering and
Cross-Referencing | 2.5 |
| 5). Audit Findings | 5 |
| 6). Audit Reports | 5 |
| 7). Audit Follow-up | 5 |
| 8). General Functions | 5 |
| 9). Software Access | 5 |
| 10). Support | 5 |
| 11). Training | 2.5 |
| 12). Hosting | 2.5 |
| 13). Security | 2.5 |
| 14). Backup and Data Retention | 2.5 |
| b). Facilities Capabilities | 5 |
| c). Prior Relevant Experience | 10 |

b. Oral Presentations (if applicable) (75 Points)

The Oral Presentation shall include sufficient information to enable the Department to evaluate the technical capability of the firms to provide the desired services.

The following point system is established for scoring the Oral Presentations:

	<u>Point Value</u>
1. Presentation	25
2. Questions	50

c. Price Proposal (25 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(\text{Low Price} / \text{Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the

time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) **AWARD OF THE CONTRACT**

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) **RENEWAL**

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) **ATTACHED FORMS**

Price Proposal Form

Drug-Free Workplace Program Certification (Form 375-040-18)

MBE Planned Utilization (Form 375-040-24)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)

35) **TERMS AND CONDITIONS**

35.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

36) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Standard Written Agreement

Appendix II (Information Technology Resources)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

37) LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$100.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

38) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful proposer will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

EXHIBIT A - SCOPE OF SERVICES

1. Background

Audit operates within the Department's Office of the Inspector General under the authority of Section 20.055, Florida Statutes (F.S.). The mission of Audit is to promote integrity, accountability, and process improvement by providing objective, timely, and value-added audit services to the Florida Department of Transportation. Engagements are performed in accordance with Section 20.055, F.S., the Institute of Auditors' International Standards for the Professional Practice of Auditing, and the Association of Inspectors General Principles and Standards for Offices of Inspector General.

The Audit unit currently uses manual processes to create an annual risk assessment and work plan and to document work performed on audits, management reviews, consulting projects, special assignments, and follow-up activities. The Office of Inspector General currently has an online application for tracking work activities by project but does not include all functionality that we require.

2. Purpose

The purpose of this solicitation is to obtain a fully configurable, cloud-based audit management Software-as-a-Service (SaaS) to improve productivity, continue to ensure standards are met, bring a systematic, disciplined approach to evaluate and improve the effectiveness of Department risk management, controls, governance processes and to efficiently accomplish its mission by:

- Improving audit planning and risk assessments;
- Improving productivity of work performed and reports generated by electronic management
- Ensuring standards are met;
- Providing capability to record, track, and report on project schedules, staff resources, and timekeeping efforts; and
- Automating current processes and reporting requirements (e.g., business users would be provided access to certain modules of the application, which would allow them to respond directly to the annual risk assessment; findings and recommendations; and requests for updates regarding corrective actions).

3. Services Provided by the Department

The Department will provide the following to facilitate the Vendor in meeting the requirements of this RFP and the resulting Contract:

- A. Provide clarification and interpretation of the resulting Contract;
- B. Assign and dedicate a Contract Manager to coordinate all resulting Contract activities between the Department and the Vendor;
- C. Review of all deliverables (i.e., reports, invoices, documents, etc.) submitted by the Vendor. The Department reserves the right to approve, deny or require revision to any submitted deliverables;
- D. Provide a determination of whether the Vendor has violated a contractual obligation and

assess liquidated damages when necessary; and

- E. Monitor and evaluate the Vendor's compliance with the requirements of the resulting Contract.

4. Services Provided by the Vendor

The fully configurable, cloud-based Software-as-a-Service shall have the following capabilities/functionality:

- A. Provide risk assessment functionality that enables Audit to develop an audit plan based on risk;
- B. Provide an electronic work paper document management application that houses work papers, audit program templates, review notes, sign-offs, and edit histories; with the ability to circulate products thru various approval steps in an automated fashion by a user-defined workflow process.
- C. Provide a dashboard management tool that is a visual representation that gives Users a quick and easy way to view their performance in real-time, such as the status of all of their projects and other pertinent audit information.
- D. Provide audit scheduling functionality that provides the ability to schedule projects and staff resources and track progress against the audit plans;
- E. Provide the ability to monitor the status of corrective action implementation efforts including management's responses and updates to address audit recommendations; and
- F. Employ extensive security capabilities requiring Role-Based security;
- G. Provide a timekeeping application for recording staff resources, hours, and expenses to various projects, to include timesheet template capabilities; user-defined management time reporting dashboard capability; and
- H. Encompass integration capabilities with Microsoft Office products, at a minimum to include Word, Excel, and Outlook.

5. Vendor Qualifications

The Vendor shall demonstrate experience providing customizable web-hosted Software-as-a-Service (SaaS) Audit Management applications in large audit offices to include government agencies.

6. Application Requirements

A. Risk Assessment/Audit Plan

- 1. The application shall allow the creation of an audit universe with an unlimited number of organizational levels and auditable activities (e.g. process, function, program, etc.). The application should allow the audit universe to be linked to various audit components including, but not limited to, the audit plan and risk assessment. The application should be flexible and allow for edits and additions to the levels and activities to reflect

organizational changes within the Department.

2. The application shall provide a comprehensive risk assessment tool allowing the audit universe to be risk assessed using a set of User-defined, weighted criteria. The application should allow the process/program owner/administrator to participate and provide input into the risk assessment. The application should task the process/program owner to risk assess their activities and then record the date completed and the name of the individual that completed the assessment.
3. The application shall have updateable risk scoring mechanisms in order to calculate overall risk exposure based upon management and Audit's scoring of auditable activities based on User-defined criteria.
4. The application shall retain each annual risk assessment by year and may have the capability to compare scores between years.
5. Based on the risk assessment, the application shall be able to generate a multi-year audit plan by budgeted hours, dates, and audit staff, with linkages to plan objectives and areas of focus.
6. The application shall allow changes to the audit plan based on other information or factors.
7. The application shall:
 - a. Ensure that all audit team members can view the audit plan schedule, but only designated Users can develop, assign, and communicate audit schedules and assignments; and

B. Staffing and Budgeted Hours

1. The application shall provide a mechanism to assign staff and budgeted hours to each phase of the audit. In addition, auditors shall be able to input their actual time in performing each audit phase so that reports can be generated detailing actual versus budgeted time.
2. The application shall provide a timekeeping function for staff to enter and keep track of all direct hours, non-direct hours, and other project hours as well as provide for an approval process.
3. The application shall provide a mechanism to prepare an audit timeline and to develop milestones for audit completion. Additionally, it should provide the capability to show the percent complete reporting in a viewable project dashboard with an export option.

C. Audit Execution

1. The application shall provide an option for automatic and manual assignment of audit/project numbers, which will be linked and assigned to applicable documents including, but not limited to, audit programs, audit reports, and automatic reminders/notifications. Manually assigned project numbers shall allow for alphanumeric and/or special characters.
2. The application shall be able to contain linkages to the various audit steps performed including audit scope, audit objectives, audit tests, and the audit report.

3. The application shall have audit programs able to accommodate multiple audit objectives.
4. The application shall allow the ability to tailor any audit program and add/delete steps as determined by current audit scope and objectives.
5. The application shall keep a record of work performed (i.e. a summary of the work completed) in each step for review and to document the completion of each applicable audit step.
6. The application shall have the ability to import and export supporting documents for each step completed in the audit program, such as, but not limited to Microsoft Office products 2007 and newer (e.g. Outlook, Word, Excel, Access, Visio, and PowerPoint), PDFs, JPG, TIF. The application should support versioning of applicable documents.
7. The application functionality shall include:
 - a. The ability to require all staff that participated in an audit to sign-off electronically on their respective work;
 - b. The ability to apply the date of the electronic sign-off;
 - c. The ability to electronically show that an item has been rejected versus accepted for sign-off;
 - d. The ability to easily include review notes for all audit work performed;
 - e. The ability for an auditor to readily view and respond to review notes, and to sign-off when complete;
 - f. The ability to produce compilation reports on review notes to track progress and timeliness of completion; and
 - g. The ability to produce progress reports on sign-offs and sign-offs still open.

D. Workpaper Numbering and Cross-Referencing

1. The application shall ensure that all workpapers and documents are linked and cross-referenced by the application based on the audit/project number.
2. The application shall provide automatic renumbering and cross-reference based on edits made as a result of workpaper review changes.
3. The application shall uniquely identify supporting documents in a way that allows for referencing to the audit program step and applicable audit finding.
4. The application shall provide preservation of data integrity by ensuring imported documents do not overwrite saved documents. The application should allow the deletion of documents prior to reviewer sign-off.

E. Audit Findings

1. The application shall be able to document the following elements of an audit finding: the finding statement, condition, criteria, cause, risk/effect, recommendation, management response, responsible individual, and estimated corrective action completion date. These elements should flow directly to the audit report and be used to trigger an automatic reminder/notification when appropriate.

2. The application should link each audit finding to the corresponding audit step.
3. The application should provide the ability to automatically assign numbers to audit findings and to categorize how to report (e.g. audit report, management comment, verbal only, not significant, etc.) an audit finding and populate the audit report accordingly.

F. Audit Reports

1. The application should enable a linkage of audit findings to the audit report and allow the generation of an audit report (preliminary and final with auditee response) including applicable watermarks and confidentiality statements.
2. The application should provide the ability for management to input their responses to audit findings, corrective action plans, personnel responsible for implementation, and anticipated completion date. The application should provide a mechanism to trigger automatic notifications to impacted Users (auditors, auditee management) and track tasks through completion.
3. The application should provide the ability to track and report on the status of report preparation, including audit reports in draft form, preliminary audit reports issued, and final audit reports issued.

G. Audit Follow-up

1. The application should have the ability to automatically remind/notify staff when an audit finding is due for follow-up work.
2. The application shall have a mechanism to provide closure to the audit finding after follow-up is complete and an area to document the evidence obtained to support management's corrective action.
3. The application should provide the ability to generate unlimited reports such as aging reports, finding closure reports, and graphical analyses, as well as the ability to generate ad hoc reports as needed.

H. General Functions

1. The application shall have an intuitive look and feel as is typical of a Microsoft Windows-based application.
2. The application shall interface with the Departments Active Directory tool for the purposes of authentication.
3. The application should include:
 - a. Searchable access to industry standardized audit programs (e.g. AuditNet), as well as access to industry standard libraries and frameworks such as COBIT, COSO, NIST, etc.; and
 - b. A library within which Audit programs, workpaper templates, and other document outputs frequently used on audits can be stored, accessed, and used from audit to audit.
4. The application shall have the following workflow management capabilities:

- a. Allow User defined, standard approval timeframes and alternative approval paths along with automatic notification for overdue tasks;
 - b. Implement workflows that can be designed as either informational or action required (such as approval);
 - c. Launch the application from within a notification email;
 - d. Allow automated assignment of project tasks to team members;
 - e. Allow for delegations of authority in approval flows and
 - f. Allow an Administrator to define either consecutive or concurrent actions;
 - g. Track workflow approvals and rejections; and
 - h. Automatically notify Users when assigned tasks have gone unprocessed for a defined period of time.
5. The application's search and reporting functionality should:
- a. Allow Users to drill down to supporting documents and related transactions from any transaction within the application;
 - b. Manage the storage and retrieval (in query results), of unstructured data and attached documents, such as, but not limited to Microsoft Office products 2007 and newer (e.g. Outlook, Word, Excel, Access, Visio, PowerPoint), PDFs, etc.;
 - c. Produce unlimited reports that include aging reports, audit completion status reports, graphical reports, User designated graphs and charts, configurable report mechanisms, and user-defined ad-hoc reports using a querying and reporting tool;
 - d. Allow hyperlinking, or other methodology, to cross-reference between audit programs, source documents, and other files stored within and outside the application;
 - e. Export unlimited query and report results in various formats;
 - f. Allow for indexing such that Users can search the project files for documents, including archived projects and audit work within those projects by date, name, topic, type, etc.;
 - g. Provide standard reports, forms, and inquiries that are pre-defined;
 - h. Allow for the development of forms;
 - i. Allow the development of an interactive "management dashboard" that can be configured and updated automatically and manually; and
 - j. Allow for tracking and reporting based on key phases of the audit process (e.g. planning, fieldwork, reporting, follow-up, etc.) and key milestones (e.g. engagement letter, pre-entrance conference, entrance conference, start of fieldwork, end of fieldwork, working exit conference, exit conference, draft report, manager review, audit director review, Inspector General review, preliminary report, management response received, final report, etc.).
6. The application shall provide the ability to print workpapers, review notes, audit programs, and all other electronic documentation created within the application.
7. The application should have the ability to create, send out, store, and compile results of auditee satisfaction surveys.
8. The application shall have a personal dashboard for each auditor that shows the status of all of their projects and other pertinent audit information.
9. The application should have the ability to create various checklists to support the completion of all audit steps, review, and reporting.
10. The application functionality available for audits should also be available for non-audit

project types.

I. Software Access

1. The Vendor shall provide licenses for thirty (30) concurrent Users. The application should also be able to accommodate additional users to record timekeeping entries against projects, per the Staffing and Budgeted Hours (Section B 2).
2. The application should allow approved auditees and other authorized Users access to view reports, assess activity risk, provide audit status updates, conduct timekeeping entries, etc. at no cost to the Department.
3. The application shall be delivered as Software-as-a-Service (SaaS) accessible through the World Wide Web.
4. The application shall provide document locking to prevent multiple Users from accessing and editing the same file or field at the same time.
5. The application shall provide the ability to finalize work files and to lock the files as “read-only” to prevent unauthorized modification.
6. The application shall enable Users to access the application with computers running Microsoft Windows (Windows 7 or higher) running x64 or x86.
7. The application shall be available no less than ninety-nine (99%) of the time during normal working hours (Monday through Friday, 7:00 a.m. until 6:00 p.m. (Eastern Standard Time)) excluding State of Florida observed holidays.

J. Support

1. The Vendor’s Help Desk shall be available to assist the Department Monday through Friday, 8:00 a.m. until 5:00 p.m. (Eastern Standard Time) at a minimum.
2. The Vendor’s Help Desk shall reside within the contiguous United States.
3. The Vendor shall have a Help Desk that shall be capable to assist with technical support and troubleshooting within twenty-four (24) hours. After twenty-four (24) hours, the issue should be escalated within the Vendor’s organization and should be resolved within a timeframe agreed upon by both the Vendor and the Department.
4. The Vendor shall have the necessary information technology (IT) resources needed to fully manage the Software-as-a-Service.
5. The application’s help functionality should provide context sensitive, on-line help features for all screen elements, screen errors, and error codes.

K. Training

1. The Vendor shall provide a minimum of 16 hours (2 days) for training two (2) personnel that have administrative rights within the application on the administrative functions of the software. Additionally, the vendor shall provide User training for thirty (30) staff. Upon completion of training, the two (2) Users with administrative rights should have the expertise necessary to train other Users. Training shall be on-site at FDOT.
2. The Vendor shall provide a User manual for users with administrative rights detailing the administrative rights and a separate User manual for all Users without details on the

administrative rights. User manuals should be electronic.

L. Hosting

1. The Vendor shall allow for unlimited storage space.
2. The Vendor shall store Department data only at physical locations residing within the contiguous United States.

M. Security

1. The Vendor shall ensure an annual SOC 2 Type II audit is performed on the application hosting center. The Vendor will provide a copy of the most recent report to the Department. Failure to annually submit the SOC 2 Type II audit report may result in liquidated damages.
2. The Vendor shall ensure the browser connection to the web server must require the strongest available levels of SSL/TLS.
3. The Vendor shall ensure the encryption of data in transit and at rest on the web application shall be at a minimum encryption level of AES 128.
4. The application shall require User enabled role-based security to control the accessing and editing of all transactions, inquiries, and reports.
5. The application shall provide support for transaction logging and generate reports for audit purposes.
6. The application shall provide only Users with administrative rights the ability to create and delete application User accounts.
7. The Vendor shall provide proactive patching of applications and application software updates.
8. The Vendor shall provide immediate notice to the Office of Inspector General (OIG) Contract Manager (OIG) in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data contained in the application as explained in further detail in Section 12, Information Technology, items 12 and 13.
9. The Vendor must complete a System Security Plan to document the Security Design of the application, as implemented at FDOT. The plan must be created using the System Security Plan Template provided by FDOT. Approval of the System Security Plan by the FDOT Information Security Manager (ISM) is required prior to production use of the application by FDOT staff.
10. The application shall require secure password management including:
 - a. Requiring a complex password;
 - b. Enabling intruder lockout for multiple password attempts;
 - c. Requiring a password change at least every ninety (90) days;
 - d. Providing Users with administrator rights the ability to reset passwords; and
 - e. Enforcing a timeout after a predetermined interval of inactivity.

11. The application shall provide an audit trail to track User defined application events (i.e. User authentication events, changes made to any application transaction or data item).

N. Back-up and Data Retention

1. The application backups shall be encrypted.
2. The Vendor shall perform data backups daily and have the information available to the Department within 24 hours of the request date.
3. The application shall have the capability to retain archived information up to ten (10) years as required by the State of Florida General Records Schedule.
4. The application shall allow Users with administrative rights to define retention periods.

7. Implementation Plan

- A. The Vendor shall develop a draft implementation plan by April 11, 2018, outlining the steps necessary for the Audit Management Application to be installed and available for use no later than June 30, 2018.
- B. The Department will meet with the selected Vendor after the notification of the successful award to discuss the Vendor's proposed implementation plan and anticipated time-frames and to determine information and other resources needed to complete the final implementation plan.
- C. The Vendor shall develop and deliver a comprehensive final implementation plan no later than May 31, 2018.
- D. The final implementation plan shall detail the specific timeframes, tasks, responsibilities, and key milestones to ensure a successful implementation.
- E. At a minimum, the final implementation plan shall include:
 1. Tasks associated with the Vendor's establishment of a "project office" or similar organization with which the Vendor may manage implementation activities;
 2. An itemization of activities including customization, testing, and Department staff training that the Vendor shall undertake during the period between the award and the implementation date of the resulting Contract. These activities shall have established deadlines and timeframes;
 3. Staff responsible for each activity/step;
 4. Identification of interdependencies between activities in the implementation plan; and
 5. Identification of Vendor expectations regarding participation by the Department and/or its agent(s) in the activities in the implementation plan and dependencies between these activities and implementation activities for which the Department and/or its agent(s) shall be responsible.
- F. The Vendor shall implement the final implementation plan only after Department approval.
- G. Any deviation by the Vendor from the Department approved final implementation plan

may be regarded by the Department as a material breach and all remedies provided for in the Contract resulting from this Scope of Services, shall become available to the Department, except as due to reasons beyond the control of the Vendor and prior Department approval has been provided in writing.

- H. The Vendor shall participate in face-to-face meetings and/or conference calls, video calls with the Department and relevant parties for purposes of coordinating implementation activities.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

8. Deliverables

The Vendor shall provide the following deliverables to the Department within the timeframes indicated in **Table 1**, Deliverables below. The Department reserves the right to request modification of the deliverables, if needed, prior to the Department's approval of the deliverable(s). Deliverable due dates may be modified, if approved in writing, in advance by the Department.

TABLE 1 DELIVERABLES	
Deliverables	Anticipated Implementation Due Date
Implementation of the Application to include: <ol style="list-style-type: none"> 1. Submission of the draft Implementation Plan, as described in Section 7, Implementation Plan, no later than May 31, 2018 2. An application configured based on Department approved specifications. 3. Is running in a production environment. 4. Is functioning as intended for use by the Department. 5. System Security Plan, the draft must be approved prior to the application being used in production. Once the draft plan is submitted, Information Security has 5 business days to provide a response. Final Application Security Plan is submitted no later than 30 days prior to the application implementation date. 6. Submission of the signed Service Level Agreement (SLA) which may include, but not be limited to items detailed in Section 6. System Requirements, Item I and J. 7. Submission of the disaster recovery plan shall be finalized no later than May 31, 2018. 8. Completion of the Department staff training as described in Section 6, Application Requirements, Item K., Training, in accordance with the Department approved Implementation Plan. 	June 30, 2018
Maintenance	Ongoing
Hosting of Application	Ongoing

9. Vendor Staffing

- A. The Vendor shall conduct all aspects of the resulting Contract in a timely, efficient, productive, consistent, courteous, and professional manner as representatives of the State. The Vendor should recruit highly qualified staff to provide all aspects of the services required by the resulting Contract.
- B. In the event the Department determines the Vendor's staff or staffing levels are not sufficient to properly complete the services specified in this Scope of Services and the resulting Contract, it may advise the Vendor in writing. The Vendor will have thirty (30) calendar days to remedy the identified staffing deficiencies.
- C. The Vendor should make its staff available to meet with Department staff on a schedule, as agreed to by the Department and the Vendor, to review reports and all other obligations under the resulting Contract as requested by the Department. The Vendor should meet in person or by telephone at the request of the Department as needed, at least monthly, to discuss the status of the resulting Contract, Vendor performance, benefits to the Department, necessary revisions, reviews, reports, and planning.
- D. The Vendor shall employ, at a minimum, one (1) Contract Manager responsible for the development and management of the Contract resulting from this Scope of Services. The Contract Manager shall be responsible for coordinating all activities between the Department and the Vendor.
- E. The Contract Manager should have the ability to recruit, select, and maintain experienced and qualified staff to conduct the services outlined in this Scope of Services and report to the Department the outcome of all activities performed by the Vendor as they pertain to the resulting Contract. The Contract Manager should possess the authority to revise processes or procedures and assign additional resources as needed to maximize the efficiency and effectiveness of services required under the resulting Contract.

10. Subcontracting

- A. The Vendor shall be responsible for all work performed under the Contract resulting from this Scope of Services, but may, with the prior written approval of the Department, delegate performance of work required under the resulting Contract to a subcontractor. The Vendor shall submit any proposed delegation to the Department for prior written approval. The Vendor shall submit all subcontracts for Department review to determine compliance with Contract requirements for subcontracts. If the Department determines, at any time, that a subcontract is not in compliance with a Contract requirement, the Vendor shall promptly revise the subcontract to bring it into compliance.
- B. All subcontracts must comply with applicable State or Federal law.
- C. No subcontract that the Vendor enters into with respect to performance under the resulting Contract shall, in any way, relieve the Vendor of any responsibility for the performance of duties under the resulting Contract. The Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Contract and shall provide the Department with its monitoring schedule annually by July 1 of each Contract year. The Vendor shall identify in its subcontracts any aspect of service that will be further subcontracted by the subcontractor.

11. Application Functionality

- A. The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for the Contract resulting from this Scope of Services.
- B. The Vendor shall have protocols and internal procedures for ensuring application security and the confidentiality of recipient identifiable data.

12. Information Technology

- A. The Vendor shall have the necessary information technology (IT) resources needed to fully manage the application required in this Scope of Services and resulting Contract.
- B. Configuration/Development Requirements
 - 1. The Vendor shall provide the Department, providers, and others as identified in this Scope of Services with the necessary software to execute the requested application.
 - 2. The Vendor's software when implemented, shall meet the industry's best practices and standards NIST (National Institute of Standards and Technology), W3C (World Wide Web Consortium) which includes development tools.
 - 3. The Vendor shall develop an application that allows Department staff to access the application from anywhere.
 - 4. The Vendor shall allow Department access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.
 - 5. Proper exception handling is required.
 - 6. Hardcoded values are not allowed for referencing the shared resource address and name. This includes URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
 - 7. The website shall be Section 508 compliant and follow W3C industry standards and best practices.
 - 8. Chrome, Firefox, Safari and Internet Explorer are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/> The Vendor shall deploy the application to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with Department IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release.
 - 9. The Vendor's software shall be tested and prior-approved by the Office of Inspector General. The application will be tested on and off-site using different browsers and different devices.
 - 10. Below is the Department's current environment: (Update with OIT assistance)
 - a. Microsoft office;
 - b. Active Directory Federated Services (ADFS)

- c. SQL (Structured Query Language) server;
- d. Microsoft Azure and Office 365;
- e. SFTP (Secure File Transfer Protocol);
- f. WEB Services;
- g. MVC (Model View Controller);
- h. C#;
- i. TFS (Team Foundation Server);
- j. WEB applications;
- k. Laserfiche;
- l. SharePoint;
- m. SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
- n. SSRS (SQL Server Report Services) and Tableau.

11. The Vendor, its employees, subcontractors, and agents shall provide immediate notice to the Office of Inspector General Contract Manager (OIG) in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Department ("State Data") or, to the extent the Vendor is allowed any access to Department information technology ("IT") resources, provide immediate notice to the OIG, of any allegation or suspected violation of security procedures of the Department. Except as required by law and after notice to the Department, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 71A-1, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. After the conclusion of the Contract unless resulting from this Scope of Services, otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information or information that is otherwise obtainable under State law as a public record.

12. Loss of Data. In the event of loss of any State data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the department at the Vendor's sole expense, in addition to any other damages the Department shall be entitled to by law or the Contract resulting from this Scope of Services. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Department and perform efforts to recover the data. If it is unrecoverable, Vendor will pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Department of such breach of security caused by the Vendor. If State Data will reside in the Vendor's application, the Department may conduct or request the Vendor to conduct at the Vendor's expense, annual network penetration test or security audit of the Vendor's application(s) on which State Data resides. State-owned data will be processed and stored in data centers that are located only in the 48 contiguous United States. All Vendor personnel who will have access to State-owned data will undergo the background checks and screenings described in this Scope of Services, Section 14, Special Provisions.

13. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
14. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track User access to appropriate Web sites.
15. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of Vendor resources.
16. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating application performance.
17. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
18. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.

13. Disaster Recovery

- A. The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production applications are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under the resulting Contract. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of the resulting Contract and submitted for review annually by the anniversary date of the resulting Contract.
- B. The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of the resulting Contract. The disaster recovery plan shall limit service interruption to a period of Twenty-four (24) clock hours and shall ensure compliance with all requirements of the resulting Contract.
- C. The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to application or program failures or destruction.
- D. The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to the resulting Contract final implementation date. The Department shall review the Vendor's disaster recovery plan prior to the implementation date.
- E. The Department reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the Department and at no additional cost to the Department.
- F. The Vendor shall make all aspects of the disaster recovery plan available to the Department at all times.

- G. The Vendor shall conduct an annual Disaster Recovery Plan test and submit results for review to the Department in the annual plan submitted in compliance with Item A. above.

14. Special Provision(s)

A. Background Screening

1. The Vendor shall ensure that all Vendor employees, including managing employees with direct access to any information in the application have criminal background screening.
2. Direct access is defined as having, or expected to have, duties that involve access to information by any means including, but not limited to, network shared drives, email, telephone, mail, computer applications, and electronic or printed reports.
3. The Vendor shall develop and submit policies and procedures related to this criminal background screening requirement to the Department for review and approval within thirty (30) calendar days prior to the date of Contract execution.
4. The Vendor shall keep a record of all background screening records to be available for Department review upon request.

15. Transition of the Resulting Contract

- A. At the time of resulting Contract completion, the Vendor shall cooperate with the Department in transitioning responsibilities of the resulting Contract to the Department or another Vendor.
- B. The Vendor shall deliver to the Department, or its authorized representative, all Florida Department of Transportation, Office of Inspector General input records and data in a format to be mutually agreed upon, within sixty (60) calendar days from the expiration or termination of the resulting Contract.

16. Definitions

AES 128 – Advanced Encryption Standard (AES), is U.S. government approved cryptographic algorithm that uses a cryptographic key length of 128 bits.

FDOT or Department – Florida Department of Transportation, its employees acting in their official capacity, or its designee.

Application – the proposed Audit Management application.

Audit steps – a set of systematic procedures within an audit program. Some steps are standard practice for each audit as in the planning phase while some steps are unique to the specific audit as in the fieldwork phase of an audit.

Audit step clearance – procedures performed by audit personnel to complete audit review notes.

Audit(s) – an objective assessment of evidence to provide independent opinions or

conclusions regarding an entity's operation, function, process, application, or other subject matter. Types of audits include performance, financial, operational, and compliance audits.

Automatic – a process that works by itself with little or no direct human control.

COBIT - Control Objectives for Information and Related Technology is a framework developed by the Information Systems Audit and Control Association for information technology management and governance.

COSO – an internal control integrated framework developed by the Committee of Sponsoring Organizations of the Treadway Commission.

Complex Password – password consisting of a combination of alphabetic characters, and numeric or special characters.

Dashboard – a visual representation that gives Users a quick and easy way to view their performance in real-time, such as the status of all of their projects and other pertinent audit information.

Implementation – the “Go Live” point (i.e. the point at which the Audit Management application is working as intended for the Users at the Department for Transportation and all testing and customization has been completed).

Intruder Lockout – a feature that prevents a User from entering an incorrect password beyond a set number of attempts.

JPG – a joint photographic experts group image file.

NIST – an information technology framework developed by the National Institute of Standards and Technology.

Non-direct hours - includes training, holidays, vacations, illness, administrative, staff meetings, and other hours that staff do not assign to an audit or project.

Notification(s) – any systematic prompt or alert method to make a User aware of something in the proposed Audit Management application.

PDF – a portable document format file that provides an electronic image of text or text and graphics that looks like a printed document and can be viewed, printed, and electronically transmitted.

Phase(s) – includes audit planning, fieldwork, report writing, and follow-up.

Project – includes any accountability and/or oversight activity not classified as an audit, including management reviews, consulting service engagements, investigative activities, performance measure assessments, etc.

SOC 2 Type II Audit – Service Organization Control (SOC) 2 Type II is an audit of the internal controls of a service organization according to specifications defined by the American Institute of Certified Public Accountants.

SSL/TLS – Secure Sockets Layer (SSL) protocol and Transport Layer Security (TLS) protocol. These protocols are used to encrypt data sent across a communications

medium such as the internet.

TIF – a tagged image format file.

User(s) – any User of the proposed application who is issued an identification and password code to log in and access the proposed Audit Management application.

Vendor – the Respondent awarded a contract resulting from this Scope of Services.

Versioning – the ability to handle multiple versions of a single file and provide access to Users. This can be done in many different ways. One fundamental aspect of document versioning is tracking changes and tracking the creation of multiple document versions, for example, by numbering file versions in succession.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: RFP-DOT-17/18-9057-SJ
DMS Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this ____ day of _____, ____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____ duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Audit Management System, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Inspector General

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by June 30, 2022 or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to

resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$_____ per person and \$_____ each occurrence, and property damage insurance of at least \$_____ each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any

particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and

E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.

- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence

over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

SAMPLE EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$ TBD. The Maximum Amount consists of the following Lump Sum Amounts:

Line Item	Description	Quantity	Unit Price	Total Price
1	User Licenses for the Audit Management System	30 licenses	\$ _____	\$ _____
2	1 st Year of Maintenance	12 months	\$ _____	\$ _____
3	Training	1	\$ _____	\$ _____
4	1 st Year Hosting	12 months	\$ _____	\$ _____
GRAND TOTAL FOR LINE ITEMS 1-4				\$ _____

Maintenance Costs

YEAR	QUANTITY	UNIT PRICE	TOTAL PRICE
Year 2	12 months	\$ _____	\$ _____
Year 3	12 months	\$ _____	\$ _____
Year 4	12 months	\$ _____	\$ _____
Year 5	12 months	\$ _____	\$ _____
GRAND TOTAL FOR MAINTENANCE COSTS FOR YEARS 2-5			\$ _____

Hosting Costs

YEAR	QUANTITY	UNIT PRICE	TOTAL PRICE
Year 2	12 months	\$ _____	\$ _____
Year 3	12 months	\$ _____	\$ _____

Year 4	12 months	\$ _____	\$ _____
Year 5	12 months	\$ _____	\$ _____
GRAND TOTAL FOR EXTERNAL HOSTING SERVICES COSTS FOR YEARS 2-5			\$ _____

The Lump Sum Amount for each ____ (course, task, project, etc.) includes all related costs.

The Maximum Amount shall be made up of:

\$ _____ from Fiscal Year 2017/2018

\$ _____ from Fiscal Year 2018/2019

\$ _____ from Fiscal Year 2019/2020

\$ _____ from Fiscal Year 2020/2021

\$ _____ from Fiscal Year 2021/2022

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit _____ (monthly, quarterly, etc) invoices (3 copies) in a format acceptable to the Department. Payment shall be made to the Vendor for a portion of the Lump Sum Amount equal to the percentage of work completed on each (course, task, project, etc), as approved by the Department.

The Vendor has certified that _____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

4.0 AUTHORIZATIONS:

The Department will provide written authorization for each course, task, project. The Vendor shall not provide services until receipt of the written authorization.

5.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

Contract (Purchase Order) #: _____

PROJECT PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Project Plan must be submitted to the Department within 0 business days after execution of Contract. Upon receipt of the Project Plan, the Department will have fourteen (14) business days to review and approve the Project Plan in its sole discretion. No other work may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Vendor shall keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

SECURITY PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Security Plan. The Security Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Security Plan must be submitted to the Department by TBD. Upon receipt of the Security Plan, the Department will have fourteen (14) business days to review and approve the Security Plan in its sole discretion. After the Security Plan is approved, the Vendor shall keep the Security Plan updated as necessary or upon notification by the Department of a deficiency in the Security Plan. Any change to the Security Plan must be approved by the Department.

OWNERSHIP OF WORKS AND INVENTIONS

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Contract, with no rights of ownership in Vendor or any subcontractors. Vendor and subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Contract. Vendor or subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Contract, without further consideration. This Contract shall operate as an irrevocable assignment by Vendor and subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Contract, including all rights thereunder in perpetuity. Vendor and subcontractors shall not patent any intellectual property conceived, created, or furnished under this Contract. Vendor and subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Contract. Vendor agrees to include this provision in all its subcontracts under this Contract.

ESCROW OF SOURCE CODE

The Vendor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Vendor shall maintain the updated source code in escrow. In the event the Vendor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

COPYRIGHT OR PATENT INFRINGEMENT

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

COMPUTER HARDWARE/SOFTWARE

In any Contract for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department related to the machine or computer hardware/software or

licensed program which is the subject of this Contract, or maintenance thereof shall be limited to, at the Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of \$TBD or an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright and Patent Infringement paragraph above, or to (b) claims for procurement costs or the cost of cover pursuant to Rule 60A-1.006, Florida Administrative Code, or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

ACCOUNTING AND RIGHT TO AUDIT

ACCOUNTING DOCUMENTATION REQUIREMENTS

The Vendor shall maintain an accounting system which separately accumulates direct and indirect costs, and supports all billing to the Department. The system should include a set of records journals, ledgers, trial balances, and reports and policies and procedures used to process business transactions. A job-cost accounting system must contain each specific job. An acceptable job-costing accounting system should meet the following minimum requirements:

- a. A general ledger in which direct and indirect costs are accumulated separately.
- b. A payroll system, supported by time sheets, that clearly accounts for 10% of a person's work time and identifies all projects and account numbers charged for each person, including those costs charged to direct and indirect accounts.
- c. Time sheets, hours recorded on labor distribution reports, and the hours and dollars summarized in the payroll register must agree.
- d. A job-cost ledger or job-cost report in which costs related to all projects and account numbers are charged.
- e. Direct costs in the job-cost ledger or job-cost report must support and agree with direct costs contained in the general ledger.
- f. Periodic reconciliation of job-cost ledgers to the job-cost reports within the general ledger are conducted.

RIGHT TO AUDIT CLAUSE

The Vendor shall permit onsite visits by State and Department authorized employees, officers, and agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. The Vendor shall grant access to all records pertaining to this Contract including access to all computers, communications devices, and any other equipment used to store, monitor, produce or transmit such records at any premises, whether onsite or offsite.

The Vendor shall maintain all records and other evidence of the Vendor, and any or all subcontractors, to support the costs incurred, and compensation received, directly or indirectly, by the Vendor. The Department, or its designated representatives, shall have the right to audit, copy, and inspect said records and accounts at all reasonable times during the performance of this contract and the retention period of three years after the cancellation, termination, or final payment, or until the conclusion of any claim, litigation, settlement, or appeal; or for such longer period, if any, required by applicable law or regulation, whichever date is latest.

At any time, the Department discovers any excess payments, payments not in conformity with this Contract, or any disallowable costs were paid to the Vendor under this Contract, the Vendor agrees that such amounts are due to the Department upon demand. Vendor agrees that the Department may deduct from any payment due to the Vendor under any other contract between the Department and the Vendor an amount to satisfy any amount due the Department by the Vendor under this Contract. Final payment to the Vendor may be adjusted for audit results.

OPTIONAL CONTINUED SERVICES

The Vendor shall, at the Department's option, provide continued service to the Department for up to 4 consecutive annual periods after the initial Contract, under all the terms and conditions of this Contract. The price of such annual maintenance shall not exceed the Vendor's then prevailing annual maintenance fee.

RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- ___ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of \$1 million or more).
- ___ 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- ___ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- ___ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- ___ 8. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 9. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 10. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: RFP-DOT-17/18-9057-SJ

Title: Audit Management System

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION