

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
**OUTREACH AND PUBLIC AWARENESS FOR DISTRICT
SEVEN OFFICE OF SAFETY**

DOT-RFP-25-7026-LV

CONTACT FOR QUESTIONS:

Lori Vicari, Purchasing Agent

lori.vicari@dot.state.fl.us

Fax: (813) 975-6473

Phone: (813) 975-6199 or (800) 226-7220 x6199

Florida Department of Transportation

Procurement Office, MS 7-700

11201 N. McKinley Drive

Tampa, Florida 33612-6456

State of Florida
Department of Transportation
Procurement Office, MS 7-700
11201 N. McKinley Drive
Tampa, Florida 33612-6456

REQUEST FOR PROPOSAL (RFP) REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL LORI.VICARI@DOT.STATE.FL.US

RFP Number: DOT-RFP-25-7026-LV

Title: Outreach and Public Awareness for District Seven Office of Safety

Proposal Due Date & Time (On or Before): See “TIMELINE” in INTRODUCTION SECTION

Potential proposers should notify our office by returning this registration form as soon as possible after downloading. Complete the information below Lori Vicari, lori.vicari@dot.state.fl.us.

THE RFP DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com/>, under this bid number, click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Request for Proposal, click on the drop-down arrow beside the box for Organization, select FLORIDA DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (_____) _____

Contact Person: _____

E-Mail Address: _____

For further information on this process, e-mail or telephone: Lori Vicari, (813) 975-6199 or (800) 226-7220 x6199, e-mail: lori.vicari@dot.state.fl.us.

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 Outreach and Public Awareness for District Seven Office of Safety. It is anticipated that the term of the contract will begin upon execution and be in effect for two years.

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 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 VIP at <https://vendor.myfloridamarketplace.com/> (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)	5-8-2025	12:00 PM

PROPOSALS DUE, ON OR BEFORE (Technical and Price Proposal)	5-15-2025	9:00 AM
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ELECTRONIC SUBMISSIONS OF PROPOSALS ONLY – SEE #3 BELOW

PUBLIC OPENING (Technical Proposal) FDOT Flamingo Conference Room 11201 North McKinley Drive Tampa, Florida 33612-6456	5-15-2025	10:00 AM
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PUBLIC OPENING / MEETING (Price Proposal) FDOT Flamingo Conference Room 11201 North McKinley Drive Tampa, Florida 33612-6456	6-2-2025	9:00 AM
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POSTING OF INTENDED AWARD	6-2-2025	4:00 PM
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3) ELECTRONIC SUBMISSION OF PROPOSALS:

Electronic Proposal Submittals

Please follow the instructions below for the submittal of electronic proposals, failure to do so will result in your proposal being found non-responsive. Non-responsive replies will not be evaluated.

- a) Subject line must show: DOT-RFP-25-7026-LV – Vendors Name
- b) All proposals submitted electronically shall contain two file attachments and be marked as follows:

FILE I – TECHNICAL PROPOSAL - Vendor's Name

FILE II – PRICE PROPOSAL - Vendor's Name

- c) Documents shall be submitted in portable document format (PDF) and have an email size limit of 25MB.
- d) The body of the email shall not contain any information.
- e) Email limit is **25MB** per message. That total includes all attachments, email body and if you use stationary backgrounds, artwork, etc.
- f) Proposals shall be submitted **ONLY** to: D7.Purch@dot.state.fl.us

NOTE: It is the bidder's responsibility to assure that the bid is delivered to the email address above, on or before the bid due date and time (See Introduction Section 2 Timeline). Proposals that for **ANY REASON** are not so delivered will not be considered.

4) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for public opening of technical proposals for DOT-RFP-25-7026-LV:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approximately two 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 the proposer's name read aloud. The 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 DOT-RFP-25-7026-LV:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approximately two 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 as price proposals are opened. (no pricing will be read aloud)
- Calculate price scores and add technical scores to arrive at total scores.
- Announce Proposer with highest total score as intended award.
- Announce the time and date the decision will be posted on the VIP.
- Adjourn.

5) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodation at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address on the title page at least five working days prior to the event. If you are hearing or speech impaired, please contact this office by using Florida Relay Services which can be reached at (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 (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 #7d. 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(25), Florida Statutes (F.S.), 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 RFP must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected in the timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida VIP at <https://vendor.myfloridamarketplace.com/> (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:

Lori Vicari at D7-PurchQuestions@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (813) 975-6199 or (800) 226-7220 extension 6199.

4) ORAL INSTRUCTIONS / CHANGES TO THE RFP (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 VIP at <https://vendor.myfloridamarketplace.com/> (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 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 proposers that the Department will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit proposals 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. Proposers 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 28, Proposal Evaluation). The intended award decision will be announced after final evaluation and total 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 using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), F.S.; Veteran Business Enterprise
2. Section 287.087, F.S.; Drug Free Workplace
3. Section 287.057(11), F.S., Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

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 Contract 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, F.S., 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 the 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 shall be obtained by the proposal due date and time, but in any case, must be obtained prior to posting the intended award of the contract. For licensing, contact:

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

10) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained. The Vendor shall submit the required Certificates of Insurance to the Florida Department of Transportation, Procurement Office, MS 7-700, Attn. Lori Vicari, Purchasing Agent, lori.vicari@dot.statefl.us, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 within 10 days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 minimum per person and \$300,000 minimum each occurrence, and property damage insurance of at least \$200,000 minimum each occurrence, for the services to be rendered in accordance with this contract.

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. 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.

The Department shall be exempt from, and in no way is it liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

11) PERFORMANCE BOND

A performance bond is not required for this project.

12) METHOD OF COMPENSATION

The Exhibit "B", Method of Compensation is attached hereto and made part hereof.

13) 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.

14) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal's 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, experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequately 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.

15) PROTEST OF RFP SPECIFICATIONS

Any person who is adversely affected by the contents of this RFP 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 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), F.S., within 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), F.S., 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, F.S.

16) 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.

17) SCRUTINIZED COMPANIES LISTS

ALL responses, regardless of dollar value, must include a [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.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.

Section 287.135, F.S., also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, F.S.

If the Department determines the Vendor submitted a false certification under Section 287.135 F.S., 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 F.S. or maintain the Contract if the conditions of Section 287.135 F.S. are met.

18) 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.

19) 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 the proposal opening will be a written Addenda issued by the Department.

20) RESPONSIVENESS OF PROPOSALS

20.1 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 RFP in accordance with all requirements of this RFP and receive 80 points or more on the technical proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if they are 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. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

20.2 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.

20.3 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.

21) PROPOSAL FORMAT INSTRUCTIONS

21.1 General Information

This section contains instructions that describe the required format for the proposal. **All proposals submitted shall follow Section 3, Electronic Submission of Proposals.**

FILE I TECHNICAL PROPOSAL NUMBER DOT-RFP-25-7026-LV – Vendor's Name

FILE II PRICE PROPOSAL NUMBER DOT-RFP-25-7026-LV – Vendor's Name

21.2 Technical Proposal (File I) **(Do not include price information in Part I)**

The Proposer must a technical proposal which is 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 one separate document marked "FILE I - TECHNICAL PROPOSAL NUMBER DOT-RFP-25-7026-LV".

1. EXECUTIVE SUMMARY (one page)

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.

2. PROPOSER'S MANAGEMENT PLAN (up to three pages)

The Proposer shall provide a management plan which describes administration, management and key personnel.

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 relating to the task to be performed. The approximate percentage of time to be devoted exclusively to this project and to the assigned tasks should also be indicated. (resumes excluded from the three-page limit)

3. PROGRAM SPECIFIC QUESTIONS (up to six pages)

- a. Explain the proposed staff direct experience with managing outreach and education programs including events.
- b. Describe your team's approach to purchasing tangible educational items and/or promotional items.
- c. Describe your team's experience with digital advertising as it relates to public safety messages.
- d. Please provide three examples of successful digital advertising projects, including public service announcements your group has completed. Provide links.
- e. Describe how your team will help the District Seven Office of Safety communicate effectively and create the desired behavior changes that will eliminate traffic fatalities and serious injury.
- f. Describe your team's commitment to the safe system approach.

21.3 Price Proposal (File II)

The price proposal information is to be electronically submitted. **See Section 3, Electronic Submission of Proposals.** The price proposal information shall be submitted on the forms provided in the RFP.

21.4 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 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.

Unnecessarily elaborate special brochures, artwork, 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.

22) "DRUG-FREE WORKPLACE" PREFERENCE

Whenever two or more proposals which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), F.S., giving preference to "Veteran Business Enterprise" then to bid responses from vendors 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.

23) 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, F.S. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

24) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, F.S., in a separate bound document labeled "Attachment to RFPs, Number DOT- RFP-25-7024-LV - 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.

25) COSTS INCURRED IN RESPONDING

This RFP does not commit to 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.

26) 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.

27) 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).

28) PROPOSAL EVALUATION

28.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this RFP. The TRC will be composed of at least three people 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" 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 80 points or higher on the technical proposal to be considered responsive. Should a Proposer receive fewer than 80 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.

28.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

28.3 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 Proposer'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 27, Proposal Openings. The Procurement Office and/or the Contract Manager will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Contract Manager will assign points based on price evaluation criteria identified herein.

28.4 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	10
2. Management Plan	25
3. Program Specific Questions	65

b. Price Proposal (15 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:

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

29) POSTING OF INTENDED DECISION/AWARD

29.1 The Department's decision will be posted on the Florida VIP, at <https://vendor.myfloridamarketplace.com/>, on the date in the Timeline, and will remain posted for a period of 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 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), F.S., within 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 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), F.S., 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, F.S.

29.2 - 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 VIP (see special condition 29.1, above) and/or telephone. The Department will provide notification of any future posting in a timely manner.

29.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within 72 hours of the price proposals 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.

30) **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 Letter of Authorization, issued by the Contract Manager.

31) **RENEWAL**

Upon mutual agreement, the Department and the contract Vendor may renew the contract for a period that may not exceed three 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.

32) **ATTACHED FORMS**

Exhibit "C", Price Proposal
Drug-Free Workplace Program Certification
MBE Planned Utilization
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists
E-Verify Form
Foreign Country of Concern Attestation (PUR 1355) (Form 6)
Affidavit Regarding Labor and Services

33) **TERMS AND CONDITIONS**

33.1 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 8(a), Dispute Resolution - PUR 1000

Paragraph 5(l), PRIDE – PUR 1000, when federal funds are utilized.

33.2 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

33.3 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 on the Department of Management Services website at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/po_terms_conditions.

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

34) 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:

Special Conditions

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Price Proposal

Standard Written Agreement

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

35) ANTITRUST VIOLATOR VENDOR LIST

Pursuant to Section 287.137(2)(a), F.S., a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

36) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, F.S., an awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a

responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interest.

37) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

The Proposer must submit, with its Proposal, a completed Foreign Country of Concern Attestation (PUR 1355) (Form 6). Form 6 must be completed by an officer or representative of the Proposer on behalf of the Proposer.

38) AFFIDAVIT REGARDING LABOR AND SERVICES

Prior to contract execution, extension or renewal, the Department shall notify the contract awardee of the need to download, complete, and submit the FDOT form, Affidavit Regarding Labor and Services, No. 375-030-31. Please have the form signed and notarized and send a scanned copy to the Department. The nongovernmental entity (contract awardee) must maintain the original copy in accordance with the other provisions of this contract, and in accordance with Florida law.

EXHIBIT “A”

SCOPE OF SERVICES

OUTREACH AND PUBLIC AWARENESS FOR DISTRICT SEVEN OFFICE OF SAFETY

I. BACKGROUND:

The strategic highway safety plan (SHSP) is a statewide safety plan developed by the Florida Department of Transportation (FDOT) and its safety partners as a framework for eliminating fatalities and serious injuries on all public roads. This framework is the guide for how Florida's traffic safety partners shall move toward the vision of a fatality-free transportation system during the next five years. To achieve this vision, this SHSP affirms the target of zero traffic fatalities and serious injuries. This SHSP deepens our resolve to aggressively reduce fatal and serious injury crashes in Florida. It introduces Florida to a “safe system” approach promoted by the Federal Highway Administration (FHWA) to address all elements of a safe transportation system in an integrated manner. This approach means new priorities and strategies; enhanced and new partnerships; and committing more of our time, talent, and resources. We believe our collective commitment shall help all of us make significant progress toward this vision in the next five years and beyond.

II. INTRODUCTION:

The purpose is to describe the scope of work and the responsibilities of the Vendor and FDOT in connection with the development and implementation of safety outreach and public awareness for the District Seven Office of Safety.

The District Office of Safety shall oversee all work under this contract. The Department's Contract Manager reserves the right to approve individuals or sub-consultants proposed by the Vendor for work under this contract. The Department's Contract Manager shall manage coordination between the Vendor and other FDOT offices and groups.

When services under this contract are required, the Department's Contract Manager shall issue a task work order (TWO) to the Vendor.

III. SERVICES TO BE PROVIDED:

The following are general for all projects. One or more of them may be necessary depending on the scope of the project. The necessary steps shall be identified, and a schedule of safety outreach and awareness activities shall be established in

conjunction with the Department's Safety Administrator, Department's Contract Manager and their unit.

The Vendor shall perform services required for safety outreach and awareness which may include, but are not limited to, the development of safety action and/or outreach plans, conceptual design production, coordinating and conducting outreach related meetings, events, audio, audiovisual, visual aid preparations, video, presentations, displays, exhibits, media conversion, printing, digital advertising, and providing tangible outreach materials.

The Vendor shall demonstrate good project management practices while working on the contract. This includes communication with the Department's Contract Manager and others as necessary, management of time and resources, and documentation. The Vendor shall set up and maintain a contract file in accordance with Department procedures.

The Vendor shall both prepare and participate in all activities. This includes but is not limited to the creation and delivery of safety materials, notification and advertising, provision of support staff for activities, provision of equipment for activities, room set up and take down, meeting/event analysis and documentation.

The following Vendor responsibilities shall apply to various activities such as:

A. Coordination

Relationship building and maintenance between the Office of Safety and all stakeholders is crucial for success.

The Department's Contract Manager shall provide technical staff members to assist the Vendor at events and meetings as necessary.

It shall be the responsibility of the Vendor to make all arrangements for the location of workshops, meetings, events, and training courses. It is also the responsibility of the Vendor to determine that the location is suitable in seating capacity and properly provides for the disabled. All rental and custodial fees shall be paid by the Vendor. Direct costs are reimbursable with prior authorization.

B. Authorizations

All graphics, visual, digital, branded items and materials must be reviewed and authorized by the Department's Contract Manager prior to distribution.

C. Communication

The Vendor shall identify a cost-effective method or method of communicating with stakeholders and the public about outreach events and awareness campaigns. This may include traditional or non-traditional

methods, such as direct mail, public service announcements, television (TV)/radio/print news stories, social media, and digital media advertising. The direct costs of these methods are the responsibility of the Vendor. Direct costs are reimbursable with prior authorization from the Department's Contract Manager.

The Department's Contract Manager shall review all outreach and/or awareness communication methods prior to distribution.

D. Methods for Preparing and Presenting Information

The Vendor is responsible for providing graphics to support outreach and awareness campaigns. The graphic(s) format may include but are not limited to the list under number one. The Department's Contract Manager shall review and approve all graphics. The cost shall be paid by the Vendor. Direct costs are reimbursable with prior approval from the Department's Contract Manager.

Graphics and presentation Information:

- Camera ready display boards
- Video
- Computerized graphics
- Data base maps*
- Flyers
- Newspaper releases
- TV
- Charts
- Graphs
- Renderings
- Conceptual designs

*Database maps shall show the following as necessary: scale (in English); property lines; parcel numbers; street names; activity centers; lakes; rivers; hospitals; libraries; schools; north arrow; parks; historic areas; contamination sites; wetlands; emergency response locations; existing right of way.

E. Presentation Dry Run and Equipment

The Vendor shall be present for a dry run of any presentation prior to producing the final presentation products.

Set up and take down of events and presentation equipment shall be provided and handled by the Vendor staff familiar with audiovisual equipment and the event site.

F. Conducting outreach and/or awareness campaigns

The Vendor shall develop an outreach and/or awareness campaign that includes but is not limited to the following:

- Outreach that includes one on one interaction. Outreach can be any time of day and night along high injury networks.
- Communications and planning implementation.
- Marketing and advertising services.
- Marketing and media research.
- Media planning and placement.
- Preparation of related media communications and collateral materials.
- Preparation of audio / visual presentations, public service announcements, educational videos.
- Post analysis, focus groups, and surveys.
- Recruitment, training, and management of outreach volunteers.

The Vendor shall develop a multilingual outreach plan based on the results of market research performed by the Vendor. Vendor responsibilities may include, but are not limited to the following:

- Translation and production

G. Identification, Evaluation, and Solutions

The Vendor shall identify strategies, evaluate the reach and effectiveness of outreach events and/or awareness campaigns and offer innovative solutions to reduce traffic fatalities and serious injuries.

H. Outreach Event and/or Meeting Minutes and Summaries

The Vendor shall provide meeting minutes and event summaries as needed.

I. Identifying Interested Groups / Individuals

The Vendor shall identify stakeholders, including demographics, and characteristics of potential stakeholders to better target outreach materials and efforts.

J. Branded Tangible Educational Outreach Materials

The Vendor shall provide branded tangible educational outreach materials. The materials may include but are not limited to safety vests, bicycle lights, keychain lights, hats, backpacks, water bottles with branded labels, slap bracelets, lighted arm bands, t-shirts, first aid kits.

The Department's Contract Manager shall review and approve all graphics. The cost shall be paid by the Vendor. Direct costs are reimbursable with prior approval from the Department's Contract Manager.

IV. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK:

A. Schedule

Within 10 days after each TWO, the Vendor shall provide a schedule of calendar deadlines addressing all components of the task.

B. Staffing

The Vendor must maintain a staff of personnel qualified to perform the work listed in the above sections. The Department has identified job classes which fit the needs of this project.

Staff Position Title	Description of Duties
Marketing and Outreach Manager (Key Person)	Responsible for the administration, planning, outreach, communication, and management of the program; ensuring the attainment of program goals, work plan development and implementation.
Marketing and Outreach Coordinator (Key Person)	Responsible for the day-to-day outreach and coordination activities of the program. This will entail community contacts, meetings, presentations, staffing events, building, and maintaining relationships with community members/leaders.
Marketing and Outreach Development Research Assistants	Responsible for supporting the program by conducting literature research, data management, and market research.

Outreach Event Staffers	Staffing events, setting up and breakdown of event materials, building, and maintaining relationships with community members/leaders.
Administrative Assistant	Responsible for inputting and maintaining accurate data for the outreach program, maintaining the list of and ordering tangible education items. This includes contacting vendors for quotes.
Website Operator/Designer	Responsible for creating the design and layout of a website or web pages. Plan, create, and code Internet sites and web pages, many of which combine text with sounds, pictures, graphics and video clips.
Videographer	Responsible for creation of visual assets for both print and digital to support the program.
Digital Media/Video Editor	Responsible for creation of visual assets for both print and digital to support the program.
Still Photography / Photographer	Responsible for creation of visual assets for both print and digital to support the program.
Graphic Artist	Responsible for creation of visual assets for both print and digital support to the program.
On Air Talent	Providing voiceovers to support the program.
Project Manager	Responsible for overall project and contract management, sub-consultant oversight.
Geographic Information System (GIS) Analyst	Responsible for data analysis, programming, and cartography, analyzing spatial data through mapping software and designing digital maps with geographic data and various other data sets.
Deputy Project Manager	Responsible for overall back up project and contract management, sub-consultant oversight.
Digital Marketing/Target Ads	Responsible for the development and management of digital marketing campaign strategies; ensuring the attainment of program goals, work plan development and implementation.

Digital Storyteller	Responsible for the strategic approach for telling the FDOT story through comprehensive, multi-faceted, and innovative methods; ensuring the attainment of program goals, work plan development and implementation.
Planner II	Responsible for data analysis, programming, and safe systems planning.
Senior Planner	Responsible for specialized data analysis, programming, and safe systems planning.
Public Outreach Specialist	Responsible for the communications development for marketing and outreach campaigns; ensuring the attainment of program goals, work plan development and implementation.
Senior Public Outreach Specialist	Responsible for the strategic approach for marketing and outreach campaigns; ensuring the attainment of program goals, work plan development and implementation.

C. Progress Reporting

The Vendor shall meet with the Department's Contract Manager and provide written progress reports which describe the work performed on each task. The frequency shall be determined by the Department's Contract Manager.

D. Quality Assurance

The Vendor shall be responsible for the professional quality, technical assurance, and the coordination of all materials and services furnished under this contract.

V. BEGINNING AND LENGTH OF SERVICES

The performance period of this contract shall be for a period of two years, beginning upon execution.

VI. TERMINATION ACTION

Reference is made to Paragraph 6 of the Standard Written Agreement. Any necessary default action shall be processed in accordance with Department Management Services Rule 60A-1.006(3).

EXHIBIT "B"

METHOD OF COMPENSATION

OUTREACH AND PUBLIC AWARENES FOR DISTRICT SEVEN OFFICE OF SAFETY

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be paid to the Vendor for the services described in Exhibit "A", Scope of Services and the method by which payments will be made.

2.0 FUNDING

The total funding currently available is \$450,052.00. The Department, based on need and availability of budget, may increase or decrease the amount of funding available as the Department determines as appropriate by an amendment.

3.0 COMPENSATION

3.1 Basis of Compensation

Compensation under each TWO will be entered into as a lump sum amount, limiting amount, or a combination lump sum and limiting amount as specified in the TWO. These bases of compensation are more particularly described as follows:

Lump Sum

The Vendor will be paid the lump sum amount in full for proper completion of all the work identified to be included in the lump sum amount, regardless of the time, effort, or expense of the Vendor in performing that work. The Vendor may be paid a portion of the lump sum amount as a progress payment based on the percentage of the total lump sum work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period. Payment of the lump sum will constitute full compensation for the work and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter.

Limiting Amount

The Vendor will be paid up to, but not exceeding, the limiting amount for proper completion of all the work identified to be included in the limiting amount. The actual amount paid to the vendor will be based on the time spent by the classification of employee authorized to perform the work in the TWO at the hourly rate identified in the TWO; provided; however, that at such time as the limiting amount has been paid in full, Vendor will be required to complete the work included in the limiting amount for no further compensation. In no event will Vendor be paid more than the hours actually worked multiplied by the applicable hourly rate. The

rates are all inclusive and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter. Progress payments will be made based on the hours worked on work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period at the rate shown in the Exhibit "C", Price Proposal. Vendor shall provide time sheets with their invoices.

Actual Expenditures

Actual Cost Expenses

The Vendor will be reimbursed at actual cost for the expense of tangible educational items, including media buys, that are beyond normal business expenses as invoiced and approved by the Department. Normal business expenses are considered to be in the allowable and allocable expenses that the business would incur in the normal course of conducting business with the Department. These include, but are not limited to, overhead, building maintenance, computers, training, utilities, communications, travel, office supplies, copies, presentation materials, pamphlets, and brochures, which are included in the hourly billing rates. Vendor shall provide receipts with their invoices.

3.2 Amount of Compensation

The amount of compensation in each TWO, whether lump sum or limiting amount, shall be established based on the effort required to complete the work by the classification of employees at the hourly rate for that classification listed in the Vendor's price proposal.

This is a term contract for an indefinite quantity whereby the Vendor agrees to furnish services on an as needed basis, during a prescribed period of time. This is a TWO-based contract. No work shall be performed except pursuant to specific written authorizations issued by the Department (TWO).

4.0 LIQUIDATED DAMAGES AND REPLACEMENT WORK PERFORMED BY OTHERS

4.1 Liquidated Damages

The Vendor acknowledges that failure to complete the services by the completion date designated on the TWO 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.

4.2 Replacement Work Performed by Others

In the event the Vendor fails to perform the required services as described in the contract, and the TWO and replacement staff are necessary to complete the services required, the Department reserves the right to reduce the Vendor's invoice by any amount necessary to compensate the replacement Vendor for services provided.

5.0 PROGRESS PAYMENTS

The Vendor will be eligible for progress payments under this contract at intervals not less than monthly or when individual tasks or milepost defined in a TWO are completed or reached.

Invoices will be prepared by the Vendor and submitted in a format acceptable by the Department. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Vendor will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this contract will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project.

The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be paid to the Vendor on the next invoice submitted for that work after the work is subsequently completed satisfactorily and adequately.

The Vendor has certified that ____ % MBE 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.

6.0 TANGIBLE PERSONAL PROPERTY

This contract includes the purchase of Tangible Personal Property as defined in Chapter 273, F.S., and is acquired in accordance with Rule 60A-1.017, FAC. The

specific property(ies) will be subsequently transferred to and controlled by the Department upon completion of services or end of the contract, whichever occurs first. Upon receipt of property, the Vendor shall forward to the Department a copy of the purchase invoice/property description/serial number and date of receipt. The Department will forward inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.

EXHIBIT "C"

PRICE PROPOSAL

OUTREACH AND PUBLIC AWARENESS FOR DISTRICT SEVEN OFFICE OF SAFETY

Employee Classification	Estimated Quantity (A)	Unit	Unit Rate (B)	Total (A x B)
Services to be provided as specified in the attached Exhibit "A", Scope of Services				
Marketing and Outreach Manager		Hour	\$	\$
Marketing and Outreach Coordinator		Hour	\$	\$
Marketing and Outreach Development Research Assistants		Hour	\$	\$
Outreach Event Staffers		Hour	\$	\$
Administrative Assistant		Hour	\$	\$
Website Operator/Designer		Hour	\$	\$
Videographer		Hour	\$	\$
Digital Media/Video Editor		Hour	\$	\$
Still Photography/Photographer		Hour	\$	\$
Graphic Artist		Hour	\$	\$
On Air Talent		Hour	\$	\$
Project Manager		Hour	\$	\$
Geographic Information System (GIS) Analyst		Hour	\$	\$
Deputy Project Manager		Hour	\$	\$
Digital Marketing/Target Ads		Hour	\$	\$
Digital Storyteller		Hour	\$	\$
Planner II		Hour	\$	\$
Senior Planner		Hour	\$	\$
Public Outreach Specialist		Hour	\$	\$
Senior. Public Outreach Specialist		Hour	\$	\$
TOTAL:				\$

The Unit Rates shall contain all costs to include labor, materials, equipment, overhead, general and administrative, incidental expenses, operating margin, and subcontractor cost, if any.

A unit rate must be submitted for each item number above. Submission of a "no bid" or "N/A" for any item number will result in the price proposal being declared non-responsive and not being considered for award.

The estimated quantities are for determining the low proposal and have no bearing on the actual quantities that may be utilized under this contract.

RENEWAL: see Special Condition 31.

NOTE: In submitting a response, the proposer acknowledges they have read and agreed 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 the 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.

VENDOR: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

VENDOR FEDERAL ID NUMBER: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, insert nongovernmental entity's authorized representative name, as authorized representative attest that insert nongovernmental entity's name does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this day of _____, _____ (year), by

Notary Public, not required when digital

Commission Expires _____
Personally Known OR Produced Identification
Type of Identification Produced _____

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

375-040-18
PROCUREMENT
03/17

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: _____

Contract No: DOT-RFP-25-7026-LV

Financial Project No(s): 254647-3-82-12

Project Description: OUTREACH AND PUBLIC AWARENESS FOR DISTRICT SEVEN OFFICE OF SAFETY

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

PROCUREMENT NO. DOT-RFP-25-7026-LV

FINANCIAL PROJECT NO. 254647-3-82-12

(DEPARTMENT USE ONLY)

DESCRIPTION: OUTREACH AND PUBLIC AWARENESS FOR THE DISTRICT SEVEN OFFICE OF SAFETY

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 a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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: _____

Agreement No. _____

Financial Project I.D. 254647-3-82-12

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.: DOT-RFP-25-7026-LV

DMS Catalog Class No.: 80171603, 80171907, 92101503

BY THIS AGREEMENT, made and entered into on _____ 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 Outreach and Public Awareness for District Seven Office of Safety, 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

Director of Transportation Development

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 two years, 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 June 1, 2025 and shall be completed by May 31, 2027 or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ 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. 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 on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- 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 reprocurement 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.

K For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:

- (1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.
- (2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Vendor's website, if the Vendor is a non-profit organization and maintains a website. The Vendor shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

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 guarantees 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 \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 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:

District 7

813-975-6044

D7prcustodian@dot.state.fl.us

Florida Department of Transportation

District 7 - Office of General Counsel

11201 N. McKinley Drive, MS 7-120

Tampa, FL 33612

- 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. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 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; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

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:
Exhibit "A", Scope of Services, Exhibit "B", Method of Compensation, Exhibit "C", Price Proposal

M Other Provisions:
DOT-RFP-25-7026-LV

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)

BY:

Authorized Signature

Rebecca L. Schwarz, FCCN

(Print/Type)

Title:

Title: Procurement Services Manager

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Contractual Services Office

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 for reading and complying with the RFP in its entirety.

Check off each the following:

- 1. The price proposal has been completed, as specified, and enclosed with the RFP response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. The following forms have been read, signed and enclosed in the RFP price proposal:
 - Drug-Free Workplace Program Certification
 - Bid Opportunity List
 - MBE Planned Utilization
 - Vendor Certification Regarding Scrutinized Companies Lists
 - E-Verify Form
 - Foreign Country of Concern Attestation (PUR 1355) (Form 6)
 - Affidavit Regarding Labor and Services (for review)
- 5. The Exhibit "A", Scope of Services has been thoroughly reviewed for compliance to the RFP requirements.
- 6. The technical proposal has been completed, as specified, and enclosed with the RFP response.
- 7. The <https://vendor.myfloridamarketplace.com/> website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- 10. The RFP response must be received, at the email specified, **on or before** the due date and time designated in the RFP timeline.
- 11. Section 3, Electronic Submission of Proposal guidelines are strictly followed.