



**Florida Department of Environmental Protection**  
**SOLICITATION ACKNOWLEDGEMENT FORM**  
**Request For Proposals (RFP)**  
**Contractual Services**

Page 1 of 78	<b>Submit Proposal To:</b>	<b>Bureau of General Services - Procurement Section</b> <b>Florida Department of Environmental Protection</b> <b>3800 Commonwealth Blvd, MS93</b> <b>Tallahassee, Florida 32399-3000</b>
Issue Date: <b>April 11, 2019</b>		

Solicitation Title: <b>Marketing-Creative Content Development</b>	Solicitation No.: <b>2019019</b>
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**Proposals Are Due: May 2, 2019 at 3:00 PM**  
**Proposals Will Be Opened: May 3, 2019 at 9:00 AM**

Proposals Must Be Valid For A Period Of: **180 Days**

Vendor Name:	<b>Authorized Signature (Manual)</b>  <b>*Authorized Signature (Typed), Title</b>  <b>*This individual must have the authority to bind the Respondent.</b>
Vendor Mailing Address:	
Vendor City-State-Zip:	
Phone Number:	
Toll Free No.:	
Fax Number:	
Email Address:	
FEID No.:	

Type Of Business Entity (Corporation, LLC, Partnership, etc.):

I certify that the material terms and the proposed prices contained in this response to this Request for Proposal (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this RFP. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this RFP, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this RFP for the Respondent and that the Respondent is in compliance with all requirements of this RFP; including, but not limited to, the certification requirements contained in this RFP as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders' final payment to the Respondent.

Respondent agrees to abide by all conditions of this Response and, if selected, to perform in accordance with all terms of the RFP and any contract arising there from.

**RESPONDENT CONTACTS:** Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the RFP timeline.

<b>Primary Contact:</b>		<b>Secondary Contact:</b>	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:		Email Address:	

## TABLE OF CONTENTS

Section 1.00	Introduction .....	3
Section 2.00	RFP Process .....	6
Section 3.00	Instructions to Respondents .....	9
Section 4.00	Evaluation Criteria .....	19
Section 5.00	Statement of Work (Scope) .....	25
Section 6.00	Scenario Response .....	28
Section 7.00	Price Sheet .....	33
Section 8.00	Vendor Financial Attestation .....	35
Section 9.00	Vendor Responsibility Disclosure.....	36
Section 10.00	Vendor Conflicts of Interest Attestation.....	37
Section 11.00	Vendor Principal Place Of Business Attestation .....	38
Section 12.00	Vendor Drug-Free Workplace Attestation.....	39
Section 13.00	Certification Regarding Scrutinized Companies Lists .....	40
Section 14.00	Respondent / Subcontractor or (Team, if not Subcontractor) Summary Form.....	41
Section 15.00	Client Reference Form .....	42
Section 16.00	Past Performance Evaluation Form .....	52
Section 17.00	Proposed Contract.....	53
Attachment A	Scope of Work .....	71
Attachment B	Rate Schedule .....	72
Attachment C	Task Assignment Form.....	73
Attachment D	Task Assignment Change Order Form .....	74
Attachment E	Subcontractor Utilization Report Form (If Applicable) .....	75
Attachment F	Contractor Affidavit / Release of Claims Form .....	76
Attachment G	Public Records Requirements.....	77
Section 18.00	Solicitation Proposal Checklist.....	78

## SECTION 1.00 INTRODUCTION

### 1.01 Purpose.

The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") is requesting Proposals from multiple, qualified, vendors that specialize in one (1) or more of the following multi-platform services:

- Creative Content Development: Video;
- Creative Content Development: Photography; and
- Creative Content Development: Graphic Design.

Vendors (hereinafter referred to as the "Respondent" or "Contractor" or "Vendor") shall provide all labor, supervision, equipment, materials, and expertise required for these Services. The Respondent may provide a Proposal for any or all of the requested Services. It is the Department's intent to award multiple contracts for each of the services identified above.

The Department (<https://floridadep.gov/>) is the state's lead agency for environmental management and stewardship, protecting our air, water and land. DEP is divided into three primary areas:

- Land and Recreation programs acquire and protect lands for preservation and recreation. DEP oversees 175 state parks and trails and more than 12 million acres of public lands and 4 million acres of coastal uplands and submerged lands.
- Regulatory programs safeguard natural resources by overseeing permitting and compliance activities that protect air and water quality and manage waste cleanups.
- Ecosystem Restoration programs protect and improve water quality and aquatic resources including America's Everglades, Florida's iconic springs and Florida's world-renowned coastal resources. DEP works with communities, local governments and other agencies to protect and restore water quality and supply and provide funding assistance for water restoration and infrastructure projects, as well as coordinates the protection of Florida's submerged lands and coastal areas.

DEP strives to build community engagement, raise awareness of environmental initiatives and increase brand awareness, overnight and day-use visitation and support for Florida State Parks, Florida's Aquatic Preserves and National Estuarine Research Reserves.

### 1.02 Timeline of Events.

The following timeline will be strictly adhered to in all actions relative to this Solicitation. The Department reserves the right to make adjustments to this timeline and will notify participants in the Solicitation by posting an addendum on the Vendor Bid System (VBS). It is the responsibility of the vendor to check VBS on a regular basis for such updates.

Events	Date	Time	Location/Method
RFP Advertised	April 11, 2019		Vendor Bid System
Vendor Questions Due	April 19, 2019	9:00 AM	Email to Procurement Officer
Questions & Answers Addendum, on or about	April 23, 2019		Vendor Bid System

Sealed Proposals Due	May 2, 2019	3:00 PM	Mail to Department: <b>RFP 2019019 /Opening 5-03-19</b> Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	May 3, 2019	9:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Vendor References Contacted	May 6 - 10, 2019		By Phone and/or Email by Department
Intent to Award, on or about	May 20, 2019		Vendor Bid System

**\*All times referenced in this solicitation are current local times in Tallahassee, Florida**

**1.03 Procurement Officer.**

Belinda Croft, FCCM  
Bureau of General Services – Procurement Section  
Florida Department of Environmental Protection  
Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Email: [Belinda.Croft@FloridaDEP.gov](mailto:Belinda.Croft@FloridaDEP.gov)

Pursuant to section 287.057(23), F.S., and the PUR 1001, the Procurement Officer is the sole point of contact from the date of release of this RFP until the Contract award is made. Violation of this provision may be grounds for rejecting a Proposal.

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS. The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section. All emails to the Procurement Officer shall contain the solicitation number 2019019 in the subject line of the email.

**1.04 Anticipated Contract Term.**

The term of the Contract will begin upon execution by both parties and remain in effect for a period of five (5) years unless cancelled earlier in accordance with the terms of the Contract. This Contract may not be renewed.

**1.05 MyFloridaMarketPlace Vendor Registration.**

Prior to execution of Contract(s) by the Department, Awarded Vendor(s) must be registered with the Florida Department of Management Services’ (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available on, and registration may be completed at, the MFMP website. Prospective vendors who do not have Internet access may request assistance from MFMP Customer Service.

The following United Nations Standard Products and Services Code(s) (UNSPSC) are provided to assist potential Respondents in their registration efforts:

<b>Code</b>	<b>Title</b>
82101500	Print Advertising
82101501	Poster Advertising
82101502	Broadcast Advertising

82101601	Television Commercials Production Service
82101605	Radio Commercial Production Service
82101800	Advertising Agency Services
82101802	Advertising Production Service
82101900	Media Placement and Fulfillment
82101901	Radio Placement
82101902	Television Placement
82130000	Photographic Services
82131603	Video Production Services
82131604	Studio Photography Services or Still Photographs
82140000	Graphic Design
82141500	Art Design Services
82141501	Layout or Graphics Editing Services
82141502	Art Design or Graphics

**1.06 Diversity.**

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department’s effort.

To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State’s procurement process as both prime Respondents and subcontractors under prime contracts. Respondents are encouraged to partner with certified small, minority-owned, veteran-owned, and women-owned businesses for contract performance. Enterprises that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the State’s [Office of Supplier Diversity \(OSD\)](#) within the Florida Department of Management Services.

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## SECTION 2.00 RFP PROCESS

### 2.01 Questions.

**NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #5, Questions.**

Information will NOT be provided by telephone. Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing to the Procurement Officer no later than the time and date specified in the Timeline of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. All questions and answers will be posted on the VBS. Questions will not constitute a formal protest of the specifications or of the Solicitation.

Each submission shall identify the solicitation number **2019019 in the subject line of the email.**

**Questions must be submitted in the following format to be considered:**

Question #	RFP Section	RFP Page #	Question

Responses to all written inquiries, and clarifications or addenda if made to the Solicitation, will be made through the VBS. It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS.

### 2.02 Proposal Preparation.

After the question and answers have been posted to VBS (as an addendum), the Respondents may prepare and submit a Proposal based on the requirements identified in this Solicitation and any addenda to the Solicitation. Respondents are encouraged to submit their Proposals no earlier than five (5) days prior to the submission deadline. Proposals must be submitted by the deadline listed in the Timeline of Events.

### 2.03 Administrative Review.

All Proposals will be reviewed by the Procurement Officer to ensure that complete Proposals have been submitted and to ensure that the Proposals meet the minimum requirements of this Solicitation. Complete Proposals that meet the minimum requirements of this Solicitation will be sent to the Evaluation Team for their qualitative review. To foster maximum competition, the Department will seek to minimize Respondent disqualifications resulting from nonresponsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the Solicitation and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

### 2.04 Administrative Cure Process.

In the interest of maximizing competition, the administrative cure process seeks to minimize, if not eliminate, disqualifications resulting from nonmaterial, curable deficiencies in the Proposal. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Proposal will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to cure the deficiency. This process is at the sole discretion of the

Department; therefore, the Respondent is advised to ensure that its Proposal is compliant with the Solicitation at the time of submittal.

#### **2.05 General Evaluation Information.**

The Department reserves the right to accept or reject any or all Proposals received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the Proposals submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and the Respondent will not be relieved of any liabilities and obligations due to any such lack of knowledge.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Proposal. In submitting its Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

#### **2.06 Basis of Award.**

The Department seeks to Award a single Respondent, or multiple Respondents, to the responsive and responsible Respondent(s) whose Proposal(s) receives the highest Final Score(s) in each of the three (3) Services (Video, Photography, Graphic Design), is determined to be the most advantageous to the State, taking into consideration the price and other criteria detailed in this Solicitation.

In determining Respondent responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

#### **2.07 Posting of Agency Decision.**

**NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #3, Electronic Posting of Notice of Intended Award.**

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) or more Contracts with the Respondents(s) identified therein, on the VBS website. If the Department decides to reject all Responses, it will post its notice on the same VBS website. The Notice of Intent to Award will be posted for review by interested parties on the VBS on or after the date listed on the Timeline of Events.

#### **2.08 Addenda.**

If the Department finds it necessary to supplement, modify, or interpret any portion of the Solicitation documents, a written "Addendum" will be posted on the VBS. It is the responsibility of the prospective Respondents to be aware of any Addenda that might have a bearing on their Proposal.

#### **2.09 Department's Reserved Rights.**

No allowances will be made to the Respondents because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Proposal. In submitting the Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

The Department reserves at any time to:

1. Reject all any and all Proposals at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
2. Award to the next Respondent if the selected Respondent is unable to meet the terms and conditions of the Solicitation.
3. Award to a single Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.
4. Determine a response nonresponsive.
5. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.
6. Withdraw the RFP at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
7. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the Contract.
8. Withdraw or amend its Notice of Award if the Contractor defaults in performance.
9. Reprocure services in accordance with Rule 60A-1.006(3), F.A.C.
10. Make an award without further discussion of the Proposals submitted.

By exercising the above listed rights, the Department assumes no liability to any vendor.

**2.10 Responsiveness.**

The Department may determine a reply nonresponsive if it: a) is irregular or are not in conformance with the requirements and instructions contained herein; b) fails to use or complete prescribed forms; and/or c) has improper or undated signatures. A NONRESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.

**2.11 Evaluation of Proposals.**

The Department will review, evaluate, and score the Respondent's Proposal based on the criteria and procedures included in Evaluation Criteria. Evaluators will work independently, and separately submit their scores to the Procurement Officer. There will be no meeting, publicly, or otherwise, of the evaluation team to discuss the evaluation results of this RFP.

**2.12 Contract Formation.**

A copy of the Proposed Contract containing all requirements is included. The requirements contained in the Proposed Contract should be closely reviewed by the Respondent. The Scope of Work and Price Sheet(s), will be incorporated into the final Contract. The Department reserves the right to award another type Contract, if such will be most advantageous to the Department and the State of Florida, price and other factors considered.

All entities seeking to do business with the Department shall, prior, to the execution of the Contract, be appropriately registered with the Florida Department of State, Division of Corporations ([Sunbiz.org](http://Sunbiz.org)). Information regarding the registration process is available at MyFlorida.com.

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## SECTION 3.00 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents Form PUR 1001 is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS) or at [Form PUR 1001 General Instructions to Respondents.pdf](#).

### 3.01 Instructions for Preparation of the Proposal.

The following instructions have been designed to help ensure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and preparation time. Any and all information submitted in variance with these instructions will not be reviewed or evaluated. Nonconformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed Nonresponsive.

Respondent's Proposals must be submitted in hard and electronic (CD/DVD/USB) copies as specified and all Tabs are to be in order and organized as directed and contain complete responses to all items. Using the instructions outlined below, the Respondent must complete all forms and provide the detail information as requested. If a portion of any section is omitted, or incomplete, the Proposal may be deemed Nonresponsive at the discretion of the Department.

Tab (Section)	Proposal	Page Limit
Tab A	Executive Summary	2
Tab B	Solicitation Acknowledgment Form	None
Tab C	Disclosure and Attestation Forms	None
Tab D	Client Reference Forms	1 per reference
Tab E	Price Sheet	None
Tab F	Professional Experience	None
Tab G	Scenario Response	None

#### A. Tab A: Executive Summary.

Each Respondent must prepare and include an Executive Summary that summarizes the key points from the Respondent's Proposal. The Executive Summary must begin with company/division's street address; and size of business, CBEs status, and a summary of the key points from the Respondent's Proposal.

#### B. Tab B: Solicitation Forms.

Each Respondent must complete and include the following Solicitation Forms:

- Solicitation Acknowledgement Form(s)

#### C. Tab C: Disclosures and Attestations.

Each Respondent must complete and include the following Disclosures and Attestations:

- Vendor Financial Attestation (Section 8.00);
- Vendor Responsibility Disclosure (Section 9.00);
- Vendor Conflicts of Interest Attestation (Section 10.00);
- Vendor Principal Place of Business Attestation (Section 11.00);
- Vendor Drug-Free Workplace Attestation (Section 12.00);
- Certification Regarding Scrutinized Companies Lists (Section 13.00); and
- Respondent/Contractor or (Team, If Not Subcontractor) Summary Form (Section 14.00).

#### **D. Tab D: Client References Form.**

Each Respondent must complete and include the Client Reference Form for three (3) customers to whom Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP. Respondent must submit 3 references **for each** service for which they are submitting a response.

- Client References #1-2-3 for Creative Content Development: Video
- Client References #1-2-3 for Creative Content Development: Photography
- Client References #1-2-3 for Creative Content Development: Graphic Design

If the Respondent uses one client as a reference for multiple services, they still must submit **a separate client reference for each service**. If the Respondent is a current or former Contractor to the Department, the Respondent may indicate this information on a separate document, however, this shall not count as one (1) of the three (3) required Client References

#### **E. Tab E: Price Sheet.**

Each Respondent must complete and include the Price Sheet (Section 7.00) provided for each service for which they are submitting a Proposal. Respondent's Rate (per hour, per day, per photograph, per design) shall include all things necessary to provide the commodities and contractual services as specified in the Statement of Work. Respondents may fill out one (1) or multiple table(s) of the Price Sheet (Table 1-Video, Table 2-Photography, Table 3-Graphic Design). Only complete the Tables(s) for the services that your company is submitting a response for. The Table(s) must be filled out completely to be considered.

The rates (per hour, per day, per photograph, per design) must include all costs required to provide the commodities and contractual services as specified in the Statement of Work and Task Assignment. **No additional costs will be paid by the Department.**

#### **F. Tab F: Professional Experience**

Respondent must complete the following for any of the requested services for which they are submitting a Proposal.

##### **1. Creative Content Services: Video**

- Creative Development Experience
  - Describe, in detail, the Respondent's approach to Creative Development. Provide at least three (3) examples of previous video projects including a summary of the project, name of client, years as provider, and estimated project budget. Examples should demonstrate expertise in creative concept development, script-writing and art direction.
  - Provide a narrative description of all personnel assigned to creative development and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.
- Project Management Experience
  - Describe, in detail, the Respondent's project management and pre-production approach for the overall relationship created by the Contract and for each project created under individual task assignments. Include in the Response the following information:
  - Provide a narrative description of all personnel assigned to project management and any background/experience that makes them qualified to fulfill those roles. Do not include

résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.

- Provide a narrative description of how the Respondent will create and document project timeline and objectives, including quantifiable, measurable goals.
- Provide a list of three (3) current or former clients including a summary of the project, name of client, years as provider, and estimated project budget. References should demonstrate expertise in strategic planning, scheduling, account/project management. (This is separate from Section 3.01, D.)
- Production Experience
  - Describe, in detail, the Respondent's approach to video production. Provide at least three (3) examples of previous video projects including a summary of the project, name of client, years as provider, and estimated project budget. Examples should demonstrate expertise in using video production equipment with an instinct for capturing impactful, artistic imagery and sound.
  - Provide examples of equipment that may be used by the Respondent to capture high-quality footage, as well as any relevant training, certifications or estimated hours of experience.
  - Provide a narrative description of all personnel assigned to production and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.
- Post-Production Experience
  - Describe, in detail, the Respondent's approach to post-production work. Provide at least three (3) examples of previous video projects including a summary of the project, name of client, years as provider, estimated project budget. Examples should demonstrate expertise in editing high-quality video projects with sound design/edits, as well as an ability to develop the artistic vision with emotionally and visually impactful deliverables.
  - Provide a list of any relevant training, certifications, awards or estimated hours of experience related to final video deliverables produced by the Respondent.
  - Provide a narrative description of all personnel assigned to post-production and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.

## **2. Creative Content Services: Photography**

- Photo Production Experience
  - Describe, in detail, the Respondent's approach to photography production. Provide at least three (3) examples of previous photography projects including a summary of the project, name of client, years as provider, and estimated project budget. Examples should demonstrate expertise in using photography equipment with an instinct for capturing impactful, artistic imagery.

- Provide examples of photography equipment that may be used by the Respondent to capture high-quality images, as well as any relevant training, certifications or estimated hours of experience.
    - Provide a narrative description of all personnel assigned to photography production and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.
  - Project Management Experience
    - Describe, in detail, the Respondent’s project management and pre-production approach for the overall relationship created by the Contract and for each project created under individual task assignments. Include in the Response the following information:
    - Provide a narrative description of all personnel assigned pre-production and project management and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.
    - Provide a narrative description of how the Respondent will create and document project timeline and objectives, including quantifiable, measurable goals.
    - Provide a list of three (3) current or former clients including a summary of the project, name of client, years as provider, estimated project budget. References should demonstrate expertise in strategic planning, scheduling, account/project management. (This is separate from Section 3.01, D.)
  - Post-Production Experience
    - Describe, in detail, the Respondent’s approach to post-production work. Provide at least three (3) examples of previous photography projects including a summary of the project, name of client, years as provider, and estimated project budget. Examples should demonstrate expertise in editing high-quality photos, as well as an ability to develop the artistic vision with emotionally and visually impactful imagery.
    - Provide a list of any relevant training, certifications, awards or estimated hours of experience related to photography produced by the Respondent.
    - Provide a narrative description of all personnel assigned to post-production editing and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.

### **3. Creative Content Services: Graphic Design**

- Creative Development Experience
  - Describe, in detail, the Respondent’s approach to creative development. Provide at least three (3) examples of previous graphic design projects including a summary of the project, name of client, years as provider, and estimated project budget. Examples should demonstrate expertise in creative concept development and art direction.
  - Provide a narrative description of all personnel assigned to photography production and any background/experience that makes them qualified to fulfill those roles. Do not

include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.

- Project Management Experience
  - Describe, in detail, the Respondent’s project management approach for the overall relationship created by the Contract and for each project created under individual task assignments. Include in the Response the following information:
    - A narrative description of all personnel assigned project management and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.
    - A narrative description of how the Respondent will create and document project timeline and objectives, including quantifiable, measurable goals.
    - Provide a list of three (3) current or former clients including a summary of the project, name of client, years as provider, estimated project budget. References should demonstrate expertise in strategic planning, scheduling and account/project management. (This is separate from Section 3.01, D.)
- Graphic Design Experience
  - Describe, in detail, the Respondent’s approach to graphic design. Provide at least three (3) examples of previous graphic design projects including a summary of the project, name of client, years as provider, and estimated project budget. Examples should demonstrate expertise in developing digital graphics for a wide variety of platforms (i.e. flyers, posters, signs, brochures, web ads, web design) as well as accomplishing artistry, creativity, emotional/visual impact.
  - List any relevant training, certifications, awards or estimated hours of experience related to graphic design produced by the Respondent.
  - Provide a narrative description of all personnel assigned to graphic design and any background/experience that makes them qualified to fulfill those roles. Do not include résumés, only narrative descriptions. Include any subcontractors that will be assigned in this role to this Contract.

#### **G. Tab G: Scenario Response**

Respondents should use this section to provide a general description of how they will accomplish the creative content development described in Section 6.00, Scenario Response. Describe each of the three (3) Scenarios, video, photography, and graphic for the services for which Respondent is submitting a response. The Respondent shall provide an estimate for the cost of accomplishing the Scenarios in accordance with their narrative response. The Scenarios are only examples and they are only to evaluate the Respondent’s estimated cost.

- **A. Sample Task for Video** - Provide a description of what the Scenario entails and how you came to the estimated cost for this Scenario and include the estimated cost.
- **B. Sample Task for Photography** - Provide a description of what the Scenario entails and how you came to the estimated cost for this Scenario and include the estimated cost.

- **C. Sample Task for Graphic Design** - Provide a description of what the Scenario entails and how you came to the estimated cost for this Scenario and include the estimated cost.

### **3.02 General Formatting Instructions.**

The Respondent's Proposal must include all data and information requested by this RFP and be submitted in accordance with these instructions. Nonconformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed nonresponsive.

#### **A. Binding and Labeling.**

Each volume should be separately bound to permit the volume to lie flat when open. Staples must not be used. Three-ring binders or spiral binding are preferred, but not required. The volume cover, or a cover sheet, must be bound in each volume, clearly marked as to volume number, title, original or copy number, RFP name and number, and the Respondent's name. The same identifying data should be placed on the spine of each volume, if applicable. Be sure to apply all appropriate markings to each volume.

#### **B. Cross Referencing.**

Each volume must be written on a stand-alone basis so that its contents may be evaluated with no cross-referencing to other volumes of the Proposal. Information required for Proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the Proposal.

#### **C. Tables of Contents and Glossary.**

Each volume must contain a table of contents to delineate the sections and any subsections within that volume. If a volume contains uncommon words, technical abbreviations, or acronyms, it should contain a glossary of these terms, with an explanation for each. Tables of contents and glossaries do not count against the page limitations for their respective volumes.

#### **D. Page Limitations.**

Page limitations, if specified, must be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the Respondent's Proposal. Each page must be counted except the following: blank pages, title pages, tables of contents, tabs, glossaries, and those parts of the Proposal noted as unlimited.

#### **E. Page Size and Format.**

A page is defined as each face of an 8 ½ X 11-inch sheet of paper containing information. When both sides of a sheet display printed material, it will be counted as two (2) pages. For the purposes of formatting, font sizes must not be less than 10 points. Pages must be numbered sequentially within volumes. These limitations apply to both electronic and hard copy Proposals. Department-furnished forms and attachments must not be altered and are exempt from stated formatting.

#### **F. Charts and Tables.**

Tables, charts, graphs and figures must be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays must be uncomplicated and must not exceed 11 x 17 inches in size. Foldout pages must fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the font size must be no smaller than 10 points. These limitations must apply to both electronic and hard copy Proposals.

#### **G. Electronic Copies.**

In addition to the required hard copies, one (1) electronic copy of the entire Proposal must be submitted on CD, DVD, or USB-compatible memory stick. Respondent must submit all volumes in electronic format, using MS Windows-compatible, CDs/DVDs/USBs. One CD/DVD/USB containing all volumes with all documents is

preferred, but multiple CDs/DVDs/ USBs are acceptable. **Each CD/DVD/USB must indicate the Respondent's name, RFP number, and volume and title (if separated).**

The content and page sizes contained on the electronic copy must be identical to the hard copies. Files included on the CD/DVD/USB must be uncompressed. The electronic copy of the Proposal must be submitted in a format readable by Microsoft (MS) Word 2013®, MS Excel 2013®, MS Power Point 2013®, or Adobe Acrobat®, or later, as applicable. Hidden fields, comments, macros, etc. must be omitted, and read passwords on files must not be used. Files must be consistently and uniformly named to allow for easy distinction between Volume, Tab, etc. Inclusion of company name or abbreviation is acceptable.

Documents submitted electronically must be in their native format and, when printed, must match the original paper submittal. In the event there is a conflict between the content found in a paper submittal and an electronic copy, the paper submittal marked "original" will take precedence.

Respondents are advised to assure electronic files are not corrupt prior to mailing, as any material which is not readable will not be considered and may be grounds for rejection from further consideration.

#### **H. Elaborate Proposals.**

Respondent may include in their Proposal brochures and artwork, paper and bindings, or other visual presentation aids. Proposal shall be prepared in accordance with the instructions herein.

#### **3.03 Proposal Submission.**

**NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.**

Respondents shall deliver Proposals to the Department's office designated in the Solicitation Acknowledgement Form before the date and time specified. Any Proposal that is received after the exact time specified in the Timeline of Events is late. Late Proposals, as well as Proposals submitted electronically or by facsimile, are Nonresponsive and will not be considered in the Evaluation and are not eligible for Award. All Proposal materials must be packaged so that each box shipped to the Department does not exceed 25 pounds.

In addition to whatever markings are required for shipment, Proposal packages must be marked to show the Respondent's name and address, the solicitation number, and the date and time Proposals are due. If multiple packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

#### **3.04 Alternate Proposals.**

A Respondent may not submit more than one (1) Reply per Service. The Department seeks each Respondent's single-best Proposal. In the event a Respondent submits more than one (1), only the most-current (i.e. latest received by the Department) Proposal per Service will be accepted.

#### **3.05 Assertion of Confidentiality Regarding Submitted Materials.**

- (a) Proposals should contain only information that is responsive to the Solicitation. Any relevant and responsive information submitted which is asserted by Respondent to be proprietary, trade secret, intellectual property, or otherwise confidential ("Confidential Information") and which Respondent claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of the Proposal, and either removed from or obliterated in the Redacted Copy.
- (b) If Respondent fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Proposal.

- (c) The Redacted Copy should redact all, but only, those portions of material that Respondent asserts are Confidential Information. Respondent must identify the statutory citation supporting its claim of confidentiality for each and every redaction.
- (d) Failure to identify asserted Confidential Information in Proposals, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or Proposal.

**3.06 Conflict of Interest.**

The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

**3.07 Disclosure.**

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this Solicitation after evaluations are complete.

**3.08 Firm Proposal.**

**NOTE: This section supersedes Section 2.00, General Instruction to Respondents (PUR1001), Paragraph #14, Firm Response.**

The Department may make an award(s) within one hundred eighty (180) days after the date of the Proposal opening, during which period the Proposal submitted shall remain firm and shall not be withdrawn. If an award(s) is not made within one hundred eighty (180) days after the Proposal opening date, the Proposal shall remain firm until either the Department posts an Agency Decision, or the Department receives a written notice from the Respondent that the Proposal is withdrawn, whichever occurs first. Any Proposal that expresses a shorter duration shall be rejected.

**3.09 Misrepresentation.**

All information submitted, and representations made by the Respondent are material and important and will be relied upon by the Department in awarding the contract. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the Solicitation. A misrepresentation shall be a basis for the Department to disqualify the Respondent from participating in this Solicitation, and any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

**3.10 Public Requests for Proposals.**

- (a) If a public records request is made for the Proposal, the Department will provide the requestor access to the Redacted Copy, bearing Respondent's assertion of exemption from disclosure. If a public records request is made for the un-redacted Proposal challenging the assertion of exemption, the Department will notify Respondent that the requested records contain asserted Confidential Information. Respondent shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.
- (b) Respondent shall obtain either an agreement with the requestor withdrawing its request or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Respondent's receipt of notice of the public records request.



- (c) By submitting its Proposal, Respondent agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Respondent's failure to promptly protect its claim of exemption.
- (d) By submitting a Proposal to this Solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its Proposal are Confidential Information not subject to disclosure.

### **3.11 Responsibility.**

The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation. In determining Respondent(s) responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

### **3.12 Prime Contractor and Subcontractor.**

In accordance with the terms of the Solicitation Acknowledgment Form, a Respondent may not respond to this Solicitation as both prime contractor and as a subcontractor. The Respondent shall be disqualified if and to the extent it responds to this Solicitation as a proposed prime contractor and has agreed to serve as a subcontractor to any other Respondent to this Solicitation. A Respondent may not disclose to any other Respondent or subcontractor what prices or terms Respondent has included in its Reply as a prime contractor.

All Replies to this Solicitation to provide services as prime contractors which are received from affiliated entities (those with any common ownership, management or control), shall be rejected if discovered prior to selection and any award or contract thereon shall be terminated if discovered subsequent thereto.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Solicitation embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

### **3.13 Samples.**

The Department reserves the right to request samples of Respondents product for testing and evaluation during the Solicitation process. Samples will be provided within three (3) days at no cost to the Department. The Department will return samples to Respondent within twenty (20) days after the award of the contract if, requested in writing and return, postage paid packaging is provided by Respondent at the time of sample submission.

### **3.14 Florida Department of State Registration Requirements.**

All entities seeking to do business with the Department shall, prior, to the execution of the contract, be appropriately registered with the Florida Department of State. Information about the registration process is available at the Department of State's website.

### **3.15 Protest Rights.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Documents received after 5:00 p.m. will be filed the following business day.

**All filings must be made with the Agency Clerk ONLY** and are only considered "filed" when stamped, physically or digitally, by the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's address is:

Agency Clerk, Office of General Counsel  
Department of Environmental Protection  
3900 Commonwealth Boulevard,  
Douglas Building, MS#35  
Tallahassee, Florida 32399-3000  
Email: [Agency\\_Clerk@floridadep.gov](mailto:Agency_Clerk@floridadep.gov)

Do not send Proposals to the Agency Clerk's Office. Send all Proposals to the Procurement Officer identified in the solicitation.

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## SECTION 4.00 EVALUATION CRITERIA

The Department will establish an Evaluation Team composed of persons who collectively have experience and knowledge in the program area and service requirements for this RFP. These evaluators will work independently to evaluate and score the Respondent’s Proposals using the evaluation criteria included in this section. Each service will be evaluated and scored separately.

### 4.01 Past Performance Evaluation

The Department will conduct a Past Performance Evaluation of the Client References the Respondent provided. Each Client Reference will be asked the questions on the Past Performance Evaluation Form (Section 16.00). The Maximum Raw Score for each Client Reference is 25 points. The Department will calculate the Respondent’s Final Past Performance Score as follows:

$$\text{Average Raw Score} \times \text{Weight Factor} = \text{Final Past Performance Evaluation Score}$$

The Department will contact Respondent’s references via telephone or by email to complete the Evaluation of Past Performance Form.

1. The Department will contact Client References by telephone OR email during normal business hours (8:00 AM - 5:00 PM) during the designated time period on the Timeline of Events.
2. By telephone: The Department will make up to three (3) telephone contact attempts and send (1) follow-up email if no response is received.
3. By email: The Department will email the Past Performance Evaluations form and follow-up with three (3) reminder emails if no response is received.
4. **If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that Client Reference.**

### 4.02 Price Evaluation

Each Scenario (A. Video; B. Photography; C. Graphic Design) will be evaluated individually and is worth a maximum of 30 points per Scenario. The Respondent submitting the Lowest Total Budget (LTB) for each Scenario in Section 6.00 will receive the maximum points for that Scenario. The other Respondents' scores Proposed Budget (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent in each Scenario. The formula used to determine the points awarded for each Scenario is:

$$\text{Cost Points Awarded} = (\text{LTB}) / \text{Proposal Budget being Considered (PB)} \times 30$$

### 4.03 Professional Experience Proposal Evaluation

Each evaluator will work independently using the Evaluation Criteria to review and score Respondent’s Professional Experience Proposal in the order and method they deem most effective. Upon completion of the Professional Experience Proposal evaluation, the evaluators will submit their scores to the Procurement Officer for tabulation.

The members of the Evaluation Team score each Professional Experience Proposal separately. For each Respondent, each evaluator will assign a numerical score from zero (0) to five (5) to each Tab, use the scoring guidelines provided below to assign numerical scores.

Numerical Score	Evaluation Word	Description
5	Superior	Proposal exhaustively addresses the evaluation criterion or demonstrates extraordinary experience related to the criterion.

4	Excellent	Proposal extensively addresses the evaluation criterion or demonstrates exceptional experience related to the criterion.
3	Acceptable	Proposal adequately addresses the evaluation criterion or demonstrates sufficient experience related to the criterion.
2	Fair	Proposal minimally addresses the evaluation criterion or demonstrates nominal experience related to the criterion.
1	Poor	Proposal inadequately addresses the evaluation criterion or demonstrates limited experience related to the criterion.
0	Missing	Proposal does not address the evaluation criterion or does not demonstrate experience related to the criterion.

After the evaluation team assigns scores, the Department will calculate the Respondent's Final Professional Experience Score as follows:

1. Multiply the Assigned Score by the Tab Value
2. Average the Respondent's Tab Scores
3. Sum the Average Tab Scores

## 1. Video Production Professional Experience Evaluation

### A. Creative Development Experience

Based upon the Respondent's description of their approach to Creative Development and the sample projects included, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent provided concrete examples of similar projects that have been accomplished?
- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in creative concept development, script-writing, art direction?

### B. Project Management Experience

Based upon the Respondent's description of their approach to pre-production, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in strategic planning, scheduling, account/project management?
- Has the Respondent provided references to previous clients with whom they have shown an ability to communicate and coordinate effectively?

### C. Production Experience

Based upon the Respondent's description of their approach to production, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Does the Respondent show that they possess or, if not, rent high-quality video and sound production equipment necessary to create high-quality video deliverables?
- Has the Respondent demonstrated acceptable expertise with video production equipment with an instinct for capturing impactful, artistic imagery and sound?

#### **D. Post-Production Experience**

Based upon the Respondent's description of their approach to post-production and the sample projects included, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in video editing sound design?
- Has the Respondent provided concrete examples of similar projects that have been accomplished that demonstrate high-quality final deliverables (please consider level of artistry, emotional impact, video resolution)?

## **2. Photography Services Professional Experience Evaluation**

#### **A. Project Management Experience**

Based upon the Respondent's description of their approach to pre-production, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in strategic planning, scheduling, account/project management?
- Has the Respondent provided references to previous clients with whom they have shown an ability to communicate and coordinate effectively?

#### **B. Photo Production Experience**

Based upon the Respondent's description of their approach to production, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Does the Respondent show that they possess or, if not, rent high-quality photography equipment necessary to create high-quality photo deliverables?
- Has the Respondent demonstrated acceptable expertise with photography equipment with an instinct for capturing impactful, artistic imagery and sound?

### **C. Post-Production Experience**

Based upon the Respondent's description of their approach to post-production and the sample projects included, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in photo editing?
- Has the Respondent provided concrete examples of similar projects that have been accomplished that demonstrate high-quality final deliverables (please consider level of artistry, emotional/visual impact, photo resolution)?

### **3. Graphic Design Services Technical Proposal Evaluation**

#### **A. Project Management Experience**

Based upon the Respondent's description of their approach to pre-production, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in strategic planning, scheduling, account/project management?
- Has the Respondent provided references to previous clients with whom they have shown an ability to communicate and coordinate effectively?

#### **B. Creative Development Experience**

Based upon the Respondent's description of their approach to Creative Development and the sample projects included, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent provided concrete examples of similar projects that have been accomplished?
- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in creative concept development and art direction?

#### **C. Graphic Design Experience**

Based upon the Respondent's description of their approach to graphic design and the sample projects included, I rate their ability to fulfill the requirements of the Statement of Work and subsequent Task Assignments as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?

- Has the Respondent demonstrated expertise in development of digital graphics for a wide variety of platforms (i.e. flyers, posters, signs, brochures, web ads, web design)?
- Has the Respondent provided concrete examples of similar projects that have been accomplished that demonstrate high-quality final deliverables (please consider level of artistry, creativity, emotional/visual impact)?

**4.04 Compilation of Scores**

The Department will arrive at the Respondent’s Final Score for each of the three (3) Service categories, as follows:

**A. Video Services:**

*Final Past Performance Score + Final Scenario Score + Final Professional Experience Score = Final Score*

**B. Photography Services:**

*Final Past Performance Score + Final Scenario Score + Final Professional Experience Score = Final Score*

**C. Graphic Design Services:**

*Final Past Performance Score + Final Scenario Score + Final Professional Experience Score = Final Score*

The Department will use the final score to create a recommendation for award for each of the three (3) Service categories and present it to the Secretary, or designee, for their approval or rejection.

RFP No. 2019019 Marketing-Creative Content Development									
Evaluation for Video Services									
DEP Evaluator Name:									
Respondent Name:									
Past Performance Evaluation									
	Maximum Raw Score	Reference 1 Raw Score	Reference 2 Raw Score	Reference 3 Raw Score	Average Raw Score	Weight Factor			Respondent's Past Performance Points
Past Performance Evaluation	25.00	0.00	0.00	0.00	0.00	X 1	=		0.00
Respondent's Final Past Performance Evaluation Score									0.00
Scenario A. Video Response Evaluation									
	Description	Maximum Raw Score	Raw Score	Total Estimated Budget for Sample Scenario A for Video Services		Weight Factor			Respondent's Scenario Points
Scenario A: Sample Task for Video		30.00	0.00			X 1	=		0.00
Respondent's Final Scenario A Evaluation Score									0.00
Video Production Professional Experience Evaluation									
	Description	Maximum Raw Score	Evaluator 1 Raw Score	Evaluator 2 Raw Score	Evaluator 3 Raw Score	Average Raw Score	Weight Factor	Respondent's Technical Points	
Creative Development Experience		5.00	0.00	0.00	0.00	0.00	X 12	=	0.00
Project Management Experience		5.00	0.00	0.00	0.00	0.00	X 12	=	0.00
Production Experience		5.00	0.00	0.00	0.00	0.00	X 12	=	0.00
Post-Production Experience		5.00	0.00	0.00	0.00	0.00	X 12	=	0.00
Respondent's Final Professional Experience Evaluation Score									0.00
Respondent's Final Score for Video Services									0.00
Maximum Points Available for Video Services									295.00

RFP No. 2019019 Marketing-Creative Content Development									
Evaluation for Photography Services									
DEP Evaluator Name:									
Respondent Name:									
<b>Past Performance Evaluation</b>									
	Maximum Raw Score	Reference 1 Raw Score	Reference 2 Raw Score	Reference 3 Raw Score	Average Raw Score	Weight Factor			Respondent's Past Performance Points
Past Performance Evaluation	25.00	0.00	0.00	0.00	0.00	X 1	=		0.00
<b>Respondent's Final Past Performance Evaluation Score</b>									<b>0.00</b>
<b>Scenario B. Photography Response Evaluation</b>									
Description	Maximum Raw Score	Raw Score	Total Estimated Budget for Sample Scenario B for Photography Services			Weight Factor			Respondent's Scenario Points
Scenario B: Sample Task for Photography	30.00	0.00				X 1	=		0.00
<b>Respondent's Final Scenario B Evaluation Score</b>									<b>0.00</b>
<b>Photography Services Professional Experience Evaluation</b>									
Description	Maximum Raw Score	Evaluator 1 Raw Score	Evaluator 2 Raw Score	Evaluator 3 Raw Score	Average Raw Score	Weight Factor			Respondent's Technical Points
Project Management Experience	5.00	0.00	0.00	0.00	0.00	X 12	=		0.00
Photo Production Experience	5.00	0.00	0.00	0.00	0.00	X 12	=		0.00
Post-Production Experience	5.00	0.00	0.00	0.00	0.00	X 12	=		0.00
<b>Respondent's Final Professional Experience Evaluation Score</b>									<b>0.00</b>
<b>Respondent's Final Score for Photography Services</b>									<b>0.00</b>
<i>Maximum Points Available for Photography Services</i>									<i>235.00</i>

RFP No. 2019019 Marketing-Creative Content Development									
Evaluation for Graphic Design Services									
DEP Evaluator Name:									
Respondent Name:									
<b>Past Performance Evaluation</b>									
	Maximum Raw Score	Reference 1 Raw Score	Reference 2 Raw Score	Reference 3 Raw Score	Average Raw Score	Weight Factor			Respondent's Past Performance Score
Past Performance Evaluation	25.00	0.00	0.00	0.00	0.00	X 1	=		0.00
<b>Respondent's Final Past Performance Evaluation Score</b>									<b>0.00</b>
<b>Scenario C. Graphic Design Response Evaluation</b>									
Description	Maximum Raw Score	Raw Score	Total Estimated Budget for Sample Scenario C for Graphic Design Services			Weight Factor			Respondent's Scenario Points
Scenario C: Sample Task for Graphic Design	30.00	0.00				X 1	=		0.00
<b>Respondent's Final Scenario C Evaluation Score</b>									<b>0.00</b>
<b>Professional Experience Proposal Evaluation</b>									
Description	Maximum Raw Score	Evaluator 1 Raw Score	Evaluator 2 Raw Score	Evaluator 3 Raw Score	Average Raw Score	Weight Factor			Respondent's Technical Points
Project Management Experience	5.00	0.00	0.00	0.00	0.00	X 12	=		0.00
Creative Development Experience	5.00	0.00	0.00	0.00	0.00	X 12	=		0.00
Graphic Design Experience	5.00	0.00	0.00	0.00	0.00	X 12	=		0.00
<b>Respondent's Final Professional Experience Evaluation Score</b>									<b>0.00</b>
<b>Respondent's Final Score for Evaluation for Graphic Design Services</b>									<b>0.00</b>
<i>Maximum Points Available for Graphic Design Services</i>									<i>235.00</i>



## SECTION 5.00 STATEMENT OF WORK (SCOPE)

### 5.01 Purpose

The objective of this RFP is to Contract with multiple Vendors to provide the Department with the following multi-platform services (Services):

- Creative Content Development: Video;
- Creative Content Development: Photography; and
- Creative Content Development: Graphic Design.

The Services requested are part of an ongoing effort and work will be authorized on a Task Assignment (TA) basis, as funding becomes available. The Respondent may provide a Proposal for one or multiple identified Services.

### 5.02 Task Assignments

The Task Assignments provided to an awarded Vendor will include, but not be limited to, some of the following line items:

- scope and desired outcomes;
- price;
- timeline;
- target audience(s);
- target market(s);
- key performance indicators;
- vendor creative content required; and
- Department creative content.

### 5.03 Scope

Vendor(s) shall provide all labor, supervision, equipment, materials, and expertise required for these Services as directed in the approved Task Assignments. The individual creative content projects shall include video, photography, and graphic design.

#### A. Video

Services should cover all expected daily costs associated with standard creative, pre-production, production and post-production efforts and delivery of final deliverables. Final produced videos must be compatible with monitor displays including 4K, 1080 HD at 16x9 and provided in formats suitable for TV, YouTube, Facebook, Instagram, Twitter, mobile ads and digital ads. DEP will be the owner of all content and materials developed under this agreement, including final products and all b-roll. DEP retains the distribution rights to any content and materials to exercise as it deems appropriate.

1. Tier 1: In-Studio Pieces and Quick Field Projects
  - a) Creative development day rate
  - b) Pre-production day rate
  - c) Production day rate
  - d) Post-production day rate
2. Tier 2: Cinematic field pieces, may involve travel to various parts of the state, and coordination with personnel for on-camera interviews and b-roll.

- a) Creative development day rate
  - b) Pre-production day rate
  - c) Production day rate
  - d) Post-production day rate
3. Tier 3: Commercial pieces, may involve travel to various parts of the state, casting, scripting, etc.
- a) Creative development day rate
  - b) Pre-production day rate
  - c) Production day rate
  - d) Post-production day rate
4. Specialty Footage
- a) Underwater footage production day rate
  - b) Drone footage production day rate
  - c) 3-D Video production day rate

## **B. Photography**

Services should cover all expected costs associated with standard pre-shoot work, shooting, editing and delivery of final photographic deliverables, as well as the per-unit cost for the individual photos based on licensure. Photos must be provided in an editable file giving DEP rights to edit as needed for various marketing/advertising needs. High-resolution .jpg and .tiff are acceptable; however, the raw images are also encouraged. All photographic deliverables shall be provided as follows:

- 1. Pre-Shoot Project Development Hourly Rate:
  - a) Includes logistics, meetings, scheduling and creative development.
- 2. Shooting Hourly Rate (based on type of shoot):
  - a) In-studio (portrait or product)
  - b) Outdoor
  - c) Nature Photography and/or Photojournalistic Style Shoot
    - Day
    - Night
  - d) Staged Scenes or Portraits
    - Day
    - Night
  - e) Outdoor Event
    - Day
    - Night
  - f) Underwater
  - g) Drone
  - h) 3-D
- 3. Editing Hourly Rate
- 4. Per-Unit Cost for Photographic Deliverables
  - a) With standard commercial license; and
  - b) With DEP retaining full copyright

## **C. Graphic Design**

- a) Per unit cost for graphic design deliverables
- b) Hourly rate for meetings, creative development and design.

#### **5.04 Contractor's General Responsibilities.**

Contractor(s) will provide a single point of contact (POC) to communicate and oversee the Services provided to the Department's Office of Marketing and Creative Development. The Contractor(s) will also provide project management to ensure:

- alignment with the overall project timelines;
- status updates;
- management of the costs of time, services and materials to remain within the Department budget;
- proactive identification and communication of challenges; and
- coordination of quality control.

The Department will designate a Contract Manager to communicate with the Contractor(s) POC and serve as a liaison with the Department leadership and the Office of Marketing and Creative Development team. The Department Contract Manager will ensure the established project timelines and budget authority are monitored and met.

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## SECTION 6.00 SCENARIO RESPONSE

### 6.01 Sample Task Assignment Scopes for Marketing-Creative Content Development (Scenario)

Respondents shall provide the total estimated cost to accomplish each creative content development service (video, photography, and graphic design) for which they are submitting a Response. The three (3) individual Total Estimated Budget forms are located after the Sample Scenarios. For purposes of evaluating price, only the three (3) separate Total Estimated Budget for Sample Scenario will be evaluated. There will be an award in each of the three (3) Service categories (video, photography, and graphic design). Please note that the Scenarios are only examples and not specific tasks that will be assigned under an awarded contract.

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#### A. Sample Scenario for Video

Provide estimated cost by completing the worksheet below titled, “**(A) Estimated Budget for Sample Scenario for Video**” in accordance with their narrative response in Section 3.01, Tab G and in line with the pricing on their Price Sheet in Section 7.00 below.

**Purpose.** The Department is seeking a production company that can develop high-end, cinema-quality videos for marketing purposes. DEP will require one to three versions the video (2-minute, 60-second, 30 second lengths) for use on TV spots, YouTube, Facebook, Instagram, Twitter, mobile ads and digital ads. DEP is the state’s lead agency for environmental management and stewardship, protecting Florida’s air, water and land, and oversees and manages 175 state parks. As America’s first three-time winner of the National Gold Medal Award for Excellence in the management of state park systems, the Department strives to build community engagement, raise awareness of DEP initiatives and Florida State Parks, and offer unique tangibles for audiences.

As partners with Visit Florida, the state’s number one tourism industry, the Department offers opportunities for tourists via its state parks. Raising awareness for these parks is essential for not only the growth of tourism, but for the interaction of Florida residents.

**Scope of Work.** The Department seeks a production company who will collaborate with the Florida State Parks marketing campaign manager and the Office of Marketing and Creative Development to storyboard, stage and capture footage and export final cinema-quality videos for marketing purposes.

To capture required footage, the vendor must travel to four state parks, each in a different region across North and South Florida for staged shots identified during the storyboard discussion. The vendor must also work with DEP employees identified for on-screen talent. Outside voice talent for video narration will not be included in this task.

DEP requires three (3) versions of the video (approximately 2-minute, 60-second, 30-second lengths) for use on TV spots, YouTube, Facebook, Instagram, Twitter, mobile ads and digital ads. The videos should be exported into various file types optimized for the advertising placements.

This will help DEP, Florida State Parks to gain high end creatives to use for advertising to achieve the objective of increasing awareness while positioning DEP as the state’s foremost expert on environmental issues and driving the public to visit Florida State Parks.

The videos will serve as part of a branding campaign for DEP and Florida State Parks. The videos must serve as a full-service storytelling complement to the brand with an emotional hook that resonates with Floridians.

The videos must effectively illustrate the knowledge and passion behind the work that goes into preserving and protecting Florida's environment and natural resources, which includes air management, waste management, springs protection, beach/coastal restoration, water restoration and management. The videos should show that the Florida State Parks system provides the public a close-up showcase of how this important work benefits the state, while providing the public with diverse opportunities for recreational activities and learning, including trails, beaches, springs, camping, cabins, wilderness, activities found in parks, restaurants found in parks, hidden gems to popular parks, laid back to active parks, etc.

Top goals to accomplish during this project:

- Video Production
  - o Understand DEP's vision.
  - o Stage and capture footage. This will require travel to four (4) state parks across North and South Florida.
  - o Development of a cinema-quality video in file types optimized for identified marketing platforms.
  - o Include drone shots
  - o Edits as needed
- Talent
  - o Use DEP staff for on-screen appearances
- Background Music
  - o Must be royalty-free
- Footage
  - o Travel to various state parks across Florida will be required to capture the footage that we want for the video. Details will be discussed with the selected vendor.
  - o Travel costs should be captured as part of the production section quote and may not be listed separately from the line items within the price sheet.
- File Types
  - o The videos will be used on various advertising platforms. We are looking to have the video cut and exported into one to three versions: 2-minute TV spot, 60 second TV spot, 30 second TV spot, YouTube, Facebook, Instagram, Twitter, mobile ads and digital ads.
  - o The videos must be in an editable file given DEP rights to edit as needed.

**Deliverables.** The vendor will create one to three (3) versions of a cinema-quality video in **2-minute, 60-second and 30-seconds** for marketing purposes, which will be used by DEP on the following platforms: TV spot, YouTube, Facebook, Instagram, Twitter, mobile ads and digital ads. The video should be exported into various file types optimized for the advertising placements. The Marketing Campaign Manager for Florida State Parks will work with the production company during the development of deliverables. The vendor will work closely with the department to understand the vision of the videos and to satisfy the department's requirements for the video.

## **B. Sample Scenario for Photography**

Provide estimated cost by completing the worksheet below titled, “**(B) Estimated Budget for Sample Scenario for Photography**” in accordance with the narrative response in Section 3.01, Tab G and in line with the pricing on their Price Sheet in Section 7.00 below.

**Purpose.** The Department is seeking a photography company to capture high resolution images in various state parks across North to South Florida for marketing purposes.

DEP is the state’s lead agency for environmental management and stewardship, protecting Florida’s air, water and land, and oversees and manages 175 state parks. As America’s first three-time winner of the National Gold Medal Award for Excellence in the management of state park systems, the DEP strives to build community engagement, raise awareness of DEP initiatives and Florida State Parks, and offer unique tangibles for audiences.

As partners with Visit Florida, the state’s number one tourism industry, the DEP offers opportunities for tourists via its state parks. Raising awareness for these parks is essential for not only the growth of tourism, but for the interaction of Florida residents.

**Scope of Work.** The Department seeks a photography company who will collaborate with DEP to capture, develop and edit photos for marketing purposes.

To capture the required photos, the vendor must travel to four (4) state parks, each in a different region of North and South Florida. The vision for the photographs is to visually capture the diversity of the state parks. The images may include, but are not limited to nature, water, underwater, people, people doing activities, adventure shots, relaxing shots, camping, cabins, etc.

This will help DEP, Florida State Parks to gain high end creatives to use for advertising to achieve the objective of increasing awareness while positioning the Department as the state’s foremost expert on environmental issues and driving the public to visit Florida State Parks.

Top goals to accomplish with the third-party review and analysis:

- Photography
  - o Understand the DEP’s vision.
  - o Capture photographs. This will require travel to various state parks across North and South Florida.
  - o Provide the Department with professionally edited photographs for DEP to save, review and otherwise use with a standard commercial license after fulfillment of the project.

**Deliverables.** The vendor will capture a wide array of photographs taken in the Florida State Parks from North to South Florida. The vendor will work closely with the Department to understand the vision of the photographs and to satisfy the Department’s requirements for the photographs. The vendor must provide a minimum of twenty-five (25) final, edited photograph deliverables for each of the four (4) state parks visited.

### C. Sample Scenario for Graphic Design

Provide estimated cost by completing the worksheet below titled, “(C) Estimated Budget for Sample Scenario for Graphic Design” in accordance with the narrative response in Section 3.01, Tab G and in line with the pricing on their Price Sheet in Section 7.00 below.

**Purpose.** The Department is seeking a graphic designer to create a suite of graphic elements for an outreach campaign.

DEP is the state’s lead agency for environmental management and stewardship, protecting Florida’s air, water and land, and oversees and manages 175 state parks. As America’s first three-time winner of the National Gold Medal Award for Excellence in the management of state park systems, the DEP strives to build community engagement, raise awareness of DEP initiatives and Florida State Parks, and offer unique tangibles for audiences.

As partners with Visit Florida, the state’s number one tourism industry, the DEP offers opportunities for tourists via its state parks. Raising awareness for these parks is essential for not only the growth of tourism, but for the interaction of Florida residents.

**Scope of Work.** The Department seeks a graphic designer company who will create a suite of graphics for use on digital and print platforms for an outreach campaign promoting Florida State Parks. The suite of digital graphics should include a cohesive identity across platforms. The project should include the development of a graphic element to identify the campaign on all campaign collateral.

This will help DEP to gain high end creatives to use for advertising to achieve the objective of increasing awareness while positioning DEP as the state’s foremost expert on environmental issues and driving the public to visit Florida State Parks.

**Deliverables.** The vendor shall provide the following digital designs/graphics for:

- campaign graphic element (campaign logo);
- two (2) posters;
- a billboard;
- twenty-five (25) Facebook post graphics;
- twenty-five (25) social media post graphics each formatted for Facebook, Instagram and Twitter;
- banner image for web advertising, social media and DEP campaign webpage; and
- three (3) flyers/fact sheets.

Please note that copy will be provided by the Department.

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**Section 6.00 Scenario Response, Estimated Budget.** All rates shall include ALL costs (per hour, per day, per photograph, per design) necessary to provide the commodities and contractual services per the Price Sheet in Section 7.00 below. Only fill out the tables for which you are submitting a response. Submit the following Scenario Response form per Section 3.01, G. Tab G.

<b>A. Estimated Budget for Sample Scenario for Video</b>			
Description	Rate	Estimated Hours to Complete Task	Total Cost per Task
Tier 2: Creative development	\$____ / Day	____ Hours	\$ _____
Tier 2: Pre-Production	\$____ / Day	____ Hours	\$ _____
Tier 2: Production	\$____ / Day	____ Hours	\$ _____
Tier 2: Post-Production	\$____ / Day	____ Hours	\$ _____
Specialty Footage: Underwater Footage Production	\$____ / Day	____ Hours	\$ _____
Specialty Footage: Drone Footage Production	\$____ / Day	____ Hours	\$ _____
<b>A. Total Estimated Budget for Sample Scenario for Video</b>			<b>\$ _____</b>
<b>B. Estimated Budget for Sample Scenario for Photography</b>			
Description	Rate	Estimated Hours to Complete Task	Total Cost per Task
Pre-Shoot Project Development (Includes logistics, meetings, scheduling and creative development)	\$____ / Hour	____ Hours	\$ _____
PS/S: Outdoor Type 1 Day (nature photography and/or photojournalistic)	\$____ / Hour	____ Hours	\$ _____
PS/S: Outdoor Type 1 Night (nature photography and/or photojournalistic)	\$____ / Hour	____ Hours	\$ _____
PS/S: Outdoor Type 2 Day (staged scenes or portraits)	\$____ / Hour	____ Hours	\$ _____
PS/S: Outdoor Type 2 Night (Staged scenes or portraits)	\$____ / Hour	____ Hours	\$ _____
PS/S: Underwater	\$____ / Hour	____ Hours	\$ _____
PS/S: Drone	\$____ / Hour	____ Hours	\$ _____
PS/S: Editing	\$____ / Hour	____ Hours	\$ _____
PS/S: Edited Digital Photo with Standard Commercial License	\$____ / Photographs	____ Number of Photographs	\$ _____
<b>B. Total Estimated Budget for Sample Scenario for Photography</b>			<b>\$ _____</b>
<b>C. Estimated Budget for Sample Scenario for Graphic Design</b>			
Description	Rate	Estimated Hours to Complete Task	Total Cost per Task
Creative Development	\$____ / Hours	____ Hours	\$ _____
Pre-Production	\$____ / Hours	____ Hours	\$ _____
Production	\$____ / Design	____ Number of Designs	\$ _____
<b>C. Total Estimated Budget for Sample Scenario for Graphic Design</b>			<b>\$ _____</b>



## SECTION 7.00      PRICE SHEET

### Marketing-Creative Content Development

Respondents may fill out one (1) or multiple categories of the Price Sheet below for Creative Content Development Services (Table 1-Video, Table 2-Photography, Table 3-Graphic Design). Only complete the categories for which your company can provide the Service. The categories you complete **must be filled out in its entirety to be considered responsive, unless otherwise indicated in the instructions below.**

If Respondent provides pricing for **Table 1: Creative Content Development: Video**, lines number 1 through 12 must be complete with pricing as required (per day), no blanks or zero cost. \*Lines 13, 14, or 15 may be left blank if Vendor cannot provide this Service. **The pricing must include all services required to provide the commodities and contractual services as specified in the Statement of Work and Task Assignment. No additional costs will be paid by the Department.**

If Respondent provides pricing for **Table 2: Creative Content Development: Photography**, lines number 1 through 11 must be complete with pricing as required (per hour, per photograph), no blanks or zero cost. \*Lines 12, 13, or 14 may be left blank if Vendor cannot provide this Service. **The pricing must include all services required to provide the commodities and contractual services as specified in the Statement of Work and Task Assignment. No additional costs will be paid by the Department.**

If Respondent provides pricing for **Table 3: Creative Content Development: Graphic Design**, lines number 1 through 3 must be complete with pricing as required (per hour, per design), no blanks or zero cost. **The pricing must include all services required to provide the commodities and contractual services as specified in the Statement of Work and Task Assignment. No additional costs will be paid by the Department.**

All Respondent rates in the Price Sheet below are for the Contract Term Years 1, 2, 3, 4, 5. The rates in Column 1 shall be the rates for the Contract Term Years 1, 2, 3 and Column 2 shall be for the Contract Term Years 4, 5.

Table 1: Creative Content Development: Video		
Service Description/Type	Column 1: Rates for Contract Term Years 1, 2, and 3	Column 2: Rates for Contract Term Years 4 and 5
Tier 1 (In-studio pieces, quick field projects)		
Tier 2 (Cinematic field pieces, may involve travel to various parts of the state, coordination with personnel for on-camera interviews, b-roll)		
Tier 3 (Commercial pieces, may involve travel to various parts of the state, casting, scripting, etc.)		
1. Tier 1: Creative Development	\$_____ / Day	\$_____ / Day
2. Tier 1: Pre-Production	\$_____ / Day	\$_____ / Day
3. Tier 1: Production	\$_____ / Day	\$_____ / Day
4. Tier 1: Post-Production	\$_____ / Day	\$_____ / Day
5. Tier 2: Creative development	\$_____ / Day	\$_____ / Day
6. Tier 2: Pre-Production	\$_____ / Day	\$_____ / Day
7. Tier 2: Production	\$_____ / Day	\$_____ / Day
8. Tier 2: Post-Production	\$_____ / Day	\$_____ / Day
9. Tier 3: Creative Development	\$_____ / Day	\$_____ / Day
10. Tier 3: Pre-Production	\$_____ / Day	\$_____ / Day
11. Tier 3: Production	\$_____ / Day	\$_____ / Day
12. Tier 3: Post-Production	\$_____ / Day	\$_____ / Day

13. *Specialty Footage: Underwater Footage Production	\$_____ / Day	\$_____ / Day
14. *Specialty Footage: Drone Footage Production	\$_____ / Day	\$_____ / Day
15. *Specialty Footage: 3-D Video Production	\$_____ / Day	\$_____ / Day

**Table 2: Creative Content Development: Photography**  
**PS/S = Photo Shoot/Session**

1. Pre-Shoot Project Development (Includes logistics, meetings, scheduling and creative development)	\$_____ / Hour	\$_____ / Hour
2. PS/S: In-Studio (i.e. portrait/product)	\$_____ / Hour	\$_____ / Hour
3. PS/S: Outdoor Type 1 Day (nature photography and/or photojournalistic)	\$_____ / Hour	\$_____ / Hour
4. PS/S: Outdoor Type 1 Night (nature photography and/or photojournalistic)	\$_____ / Hour	\$_____ / Hour
5. PS/S: Outdoor Type 2 Day (staged scenes or portraits)	\$_____ / Hour	\$_____ / Hour
6. PS/S: Outdoor Type 2 Night (Staged scenes or portraits)	\$_____ / Hour	\$_____ / Hour
7. PS/S: Outdoor Type 3 Day (Event Photography)	\$_____ / Hour	\$_____ / Hour
8. PS/S: Outdoor Type 3 Night (Event Photography)	\$_____ / Hour	\$_____ / Hour
9. PS/S: Editing	\$_____ / Hour	\$_____ / Hour
10. PS/S: Edited Digital Photo with Standard Commercial License	\$____ / Photograph	\$____ / Photograph
11. PS/S: Edited Digital Photo with DEP Retaining Full Copyright	\$____ / Photograph	\$____ / Photograph
12. *PS/S: Underwater	\$_____ / Hour	\$_____ / Hour
13. *PS/S: Drone	\$_____ / Hour	\$_____ / Hour
14. *PS/S: 3-D	\$_____ / Hour	\$_____ / Hour

**Table 3: Creative Content Development: Graphic Design**

1. Project Development (Includes logistics, meetings, scheduling and creative development)	\$_____ / Hour	\$_____ / Hour
2. Graphics Development	\$_____ / Hour	\$_____ / Hour
3. Graphic Deliverables/Design (“Design” references the final digital design in multiple sizes/aspect ratio formats as agreed upon)	\$_____ / Design	\$_____ / Design

**\*These items may be left blank.**

**Rates proposed are “Not to Exceed” and may be negotiated lower for specific Task Assignments.**

Award to the Respondent(s) having the Proposal(s) that receive the highest Final Score(s) as the most advantageous to the State, taking into consideration the price and other criteria detailed in this Solicitation. The Department may award to a single Respondent or multiple Respondents, or may make no award, as determined to be most advantageous to in the State.

Signature:	_____
Date:	_____
Name of Respondent /Company:	_____
Name of Authorized Signatory:	_____
Title of Authorized Signatory:	_____

Respondent must not alter this Price Sheet except to include the pricing information requested above. Any footnotes, notations, and exceptions made to or on this form by the Respondent will not be considered, and inclusion of any such items may be grounds for a Proposal being **rejected as nonresponsive and not eligible for Award**.

**SECTION 8.00      VENDOR FINANCIAL ATTESTATION**

Respondents shall complete and submit answers to the questions set forth below. To be eligible for Contract Award as a Responsible Vendor under section 287.012(25), F.S., Respondent must be able to respond "YES" to each statement below.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative's Name) (Title)

\_\_\_\_\_, (the "Vendor"), and am authorized to represent and  
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- 1. I have direct knowledge of the financial condition and operations of Vendor. No Yes
- 2. Vendor has sufficient financial resources to honor its short-term obligations and is current on all payments not in dispute. No Yes
- 3. Vendor has financial resources sufficient to honor its long-term obligations and remain in business over the life of the Contract. No Yes
- 4. Vendor's operations generate income which exceeds Vendor's operating expenses. No Yes
- 5. Vendor has the capacity to provide the commodities and/or contractual services as specified in the Contract document, the solicitation, and the response. No Yes

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 9.00      VENDOR RESPONSIBILITY DISCLOSURE**

Respondents shall complete and submit answers to the questions set forth below. For each affirmative answer, Respondents shall provide a detailed, written explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). The Department reserves the right to request additional information, as needed, to determine a Respondent’s Responsibility pursuant to section 287.012(25), F.S.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
(Vendor’s Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the vendor:

- 1. Been the subject of civil litigation or settlements? No Yes
- 2. Been subject to criminal judgments or administrative actions? No Yes
- 3. Been suspended or barred from participation in any competitive process or contract award? No Yes
- 4. Had any licenses or certifications suspended, revoked, or canceled? No Yes
- 5. Had any contracts or agreements terminated for cause? No Yes
- 6. Been the subject of bankruptcy proceedings? No Yes
- 7. Undergone a major change of organizational structure, ownership, or name? No Yes

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 10.00 VENDOR CONFLICTS OF INTEREST ATTESTATION**

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Department of Environmental Protection employee.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
 (Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
 (Vendor’s Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Department of Environmental Protection; and
- Vendor has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the respondent, or its affiliates; and
- Vendor’s officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

**Employee Disclosure:**

Full Legal Name	DEP Position Title	Disclosed Position Held or % of Ownership

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## SECTION 11.00      VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION

All Respondents must complete section I. If the Respondent’s principal place of business is outside the State of Florida, the Respondent must also have an attorney who is licensed to practice law, in the state of their principal place of business, **complete Section II.**

### Section I. Respondent’s Principal Place of Business

*(Please select one)*

- The Respondent’s principal place of business is in the State of Florida.
- The Respondent’s principal place of business is outside of the State of Florida.

### Section II. Legal Opinion About Foreign State Preferences in Contracting

*(Please select all that apply)*

- The Respondent’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Respondent’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. *[Please describe applicable preference(s) and identify applicable state law(s) below]*
- The Respondent’s principal place of business is in the **political subdivision** of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. *[Please describe applicable preference(s) and identify applicable law(s) below]*

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RESPONDENT’S ATTORNEY	
<b>Signature:</b>	<b>Phone #:</b> (    )       -
<b>Name:</b>	<b>Address:</b>
<b>State of Licensure:</b>	
<b>Bar Number:</b>	<b>Date of Admission:</b>

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the commodities and/or contractual services.

**SECTION 12.00     VENDOR DRUG-FREE WORKPLACE ATTESTATION**

Per section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received, the bid, proposal, or reply received from a business that certifies that it has a drug-free workplace in full compliance with the requirements of section 287.087, F.S. shall be given preference in the award process.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
(Vendor’s Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of section 287.087, F.S.
- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of section 287.087, F.S.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 13.00 CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Name: \_\_\_\_\_  
Respondent's Authorized Representative Name: \_\_\_\_\_  
Respondent's Authorized Representative Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Respondent FEIN: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Pursuant to section 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company 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; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473; or
2. Is engaged in business operations in Cuba or Syria.

By signing below, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. If the resulting Contract is for more than one million dollars, the by signing below, the Respondent also certifies that it is not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. I understand that pursuant to section 287.135, F.S., the submission of a false certification may subject the Respondent 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: \_\_\_\_\_



## SECTION 14.00      RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM

<b>Section A</b>	<b>RESPONDENT IDENTIFICATION</b> (to be completed by the Respondent.)
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As Respondent to this Solicitation, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Respondent/Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

**Failure to submit a Letter of Commitment from the intended subcontractor(s) identified below, shall result in the disallowance of utilizing the subcontractor(s) in providing the Services identified in this RFP. Use additional pages if needed.**

	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
	STATE NON-MINORITY BUSINESS CLASSIFICATION			CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.											
	NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (V)	VETERAN BUSINESS ENTERPRISE (W)	MINORITY (S)	BOARD IS 51% OR MORE 51% OR MORE MINORITY	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES OF RESPONDENT(S)																							

<b>Section B</b>	<b>ACKNOWLEDGEMENT</b> (to be completed by the Respondent(s).)
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I / WE HEREBY CERTIFY that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Name of Respondent: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*IMPORTANT\*\*\***

**BOTH SECTIONS OF THIS FORM MUST BE COMPLETE, AND SECTION B MUST BE DATED AND BEAR THE RESPONDENT'S SIGNATURE FOR THIS FORM TO BE DEEMED RESPONSIVE.**

Please review to ensure all sections are complete and the form is acknowledged correctly.

**SECTION 15.00 CLIENT REFERENCE FORM**

The Respondent shall complete and submit this entire form. Using the form(s) provided in this section, Respondent shall identify and include three (3) current and/or past clients, either businesses or governmental agencies, to which the Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP within the last five (5) years.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
(Vendor’s Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby:

1. Grant permission to the Florida Department of Environmental Protection (the “Department”) to contact the references listed below at a time and using a method convenient to the Department.
2. Waive any claim, either contractual or otherwise, to confidentiality that exists between the listed Client(s) and Vendor regarding Vendor’s performance under the listed contract(s).
3. Release the Client’s Contact(s), or their successors, or designees, to discuss with, and provide any requested information to, the Department concerning Vendor’s performance under the listed contract(s).
4. Release, forever discharge, and hold harmless the Department and the listed Client(s) from any claim or liability that Vendor may make related to the loss, either real or perceived, that may exist due, in whole or in part, to the Department’s evaluation of the information disclosed by the listed Client(s) regarding Vendor’s performance.

I understand that the purpose of this permission and release is for the Department to evaluate and assess Vendor’s eligibility for Contract Award pursuant to the indicated solicitation, and that any such information provided may be subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Client Reference #1 for Creative Content Development: Video

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and Zip:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

## Client Reference #2 for Creative Content Development: Video

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

### Client Reference #3 for Creative Content Development: Video

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

#### Client Name & Internet Address

Client Name:

Webpage Address:

#### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

#### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

#### Commodity/Service Description\*

## Client Reference #1 for Creative Content Development: Photography

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and Zip:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

## Client Reference #2 for Creative Content Development: Photography

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

### Client Reference #3 for Creative Content Development: Photography

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

#### Client Name & Internet Address

Client Name:

Webpage Address:

#### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

#### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

#### Commodity/Service Description\*



## Client Reference #1 for Creative Content Development: Graphic Design

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and Zip:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

## Client Reference #2 for Creative Content Development: Graphic Design

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

### Client Reference #3 for Creative Content Development: Graphic Design

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

#### Client Name & Internet Address

Client Name:

Webpage Address:

#### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

#### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

#### Commodity/Service Description\*

## SECTION 16.00 PAST PERFORMANCE EVALUATION FORM

The following questions will be posed to the identifies in their Proposal. Answers will be scored according to the points specified for each of the below questions.

Client Reference Company:	
Client Reference Representative:	
Respondent's Name:	
Date of Interview:	
DEP Interviewer:	
Please describe the work the Respondent performed for Client Reference's company:	

**For the next questions, please rate the Vendor's performance using the rating scale(s) below:**

<b>Questions (*25 total points possible)</b> <b>Rating Scale: Superior (5 points) Excellent (4 points) Satisfactory (3 points)</b> <b>Fair (2 points) Poor (1 point) No Response (0 points)</b>	<b>Rating</b> <b>(1 – 5)</b>
1. Would you use the services of this company again?	
2. Did the company complete the contracted project(s) on-time and within budget?	
3. How would you rate the overall performance of this company?	
4. Were issues and problems addressed and/or resolved in a timely and satisfactory manner?	
5. How would you rate the company's project and contract management abilities?	

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## SECTION 17.00 PROPOSED CONTRACT

The Proposed Contract language contained below should be reviewed by all prospective Contractors. In responding to DEP Solicitation No. 2019019, a prospective Contractor has agreed to accept the terms and conditions of the Proposed Contract contained in this section. The Department reserves the right to make modifications to this Proposed Contract if it is deemed to be in the best interest of the Department or the State of Florida.

**CONTRACT NO.** Contract #

**BETWEEN**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

Contractor Name

This Contract is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and Contractor Name Fill in the address of Contractor (Contractor), a type of company, for creative content services (“Services”) The Services include: Creative Content Development - Video; Creative Content Development - Photography; and Creative Content Development - Graphic Design. The Contractor shall provide all labor, supervision, equipment, materials, and expertise required for these Services.

### **17.01 Services.**

Department does hereby retain, and Contractor agrees to provide these services: Creative Content Development - Video; Creative Content Development - Photography; and Creative Content Development - Graphic Design. The Contractor shall provide all labor, supervision, equipment, materials, and expertise required for these Services (Services), as described in DEP Solicitation No. 2019019 (Solicitation) and Contractor’s response thereto, incorporated herein by reference, and in accordance with Attachment A, Statement of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

### **17.02 Work.**

A. Contractor shall provide the services specified in the Scope (“Work”). Department shall authorize all work assignments by Task Assignment Notification Form (“TA”) or Task Assignment Change Order Form (“TACO”) (copies attached hereto and made a part hereof as Attachment C and D respectively), or by issuing a MyFloridaMarketPlace (“MFMP”) Purchase Order (“PO”) or MFMP Change Order (“CO”).

B. Contractor shall not commence Work until either 1) a TA/TACO has been fully executed, by both Department and Contractor, or 2) a PO or PO Change Order (“CO”) has been issued.

C. In the event Services are required that are within the general description of Services, but are not specifically set out in the Scope, Department and Contractor reserve the right to negotiate the Task Assignments covering performance of those required services.

D. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.

E. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

**17.03 Standard of Care for Performance.**

A. Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

B. Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.

C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

**17.04 Term of Contract.**

A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of five (5) years, inclusive.

B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than five (5) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.
- This Contract may not be renewed.

**17.05 Compensation.**

A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed-price basis at the rates (per hour, per day, per photograph, per design) specified in the Attachment B, Rate Schedule, up to a maximum of the amount specified in each TA or TACO for the completion of Work as specified in each TA or TACO. Lesser hourly rates may be negotiated for a specific Task Assignment.

B. Contractor shall not commence work on any Services that will exceed the specified budget amount of the Task Assignment unless and until the Task Assignment is amended. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached.

**17.06 Annual Appropriation.**

The Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

**17.07 Payment Method.**

A. Contractor shall submit invoices as specified below. If subcontractors are used, the Contractor shall complete and submit Attachment C, Subcontractor Utilization Report Form (Subcontractor Report) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.

B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.

C. Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.

D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection  
Office of Marketing and Creative Development  
Attn: insert  
Email address: insert

E. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written approval of each interim deliverable or the final deliverable specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in forfeiture of retainage, if applicable, suspension or termination of remaining work, or the Contractor's forfeiture of any unpaid balance for such deliverables.

#### **17.08 Travel.**

An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Travel is not authorized under this Contract.
- Travel costs are included in the fixed cost amounts of this Contract.
- Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

#### **17.09 Subcontractor Payments and Releases.**

In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

A. Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from the Department, excluding the final payment. If the Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for noncompliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.

B. Contractor shall submit, with each invoice for Work where subcontractors or suppliers performed Work during the previous invoice period, lien waivers or other documentation of payment from each subcontractor or supplier for Work done during the previous invoice period.

#### **17.10 Prompt Payment**

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, per Section 215.422, F.S.

**17.11 Release of Claims**

Upon payment for satisfactory completion of any portion of the Work, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the Work, except claims which are specifically exempted by the Contractor to be set forth therein (Contractor Release, using Attachment E, Contractor Affidavit/Release of Claims). Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

**17.12 Physical Access and Inspection.**

As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

- A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;
- B. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,
- C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

**17.13 Notice.**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**17.14 Identification of Contract Managers.**

All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

<u>Contractor Contract Manager</u>	<u>Department Contract Manager</u>
Name:	Florida Department of Environmental Protection Office of Marketing and Creative Development
Address:	3900 Commonwealth Blvd., MS# XXXX
City, State Zip	Tallahassee, Florida 32399-3000



Attn: Contract Manager Name	Attn: Contract Manager Name
Contract Manager Phone Number:	Phone Number: (850) 245-XXXX
Contract Manager Email Address:	Email Address:

**17.15 Change Orders and Amendments.**

Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor’s cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

**17.16 Dispute Resolution.**

Any dispute concerning performance of the Contract shall be decided as follows:

A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.

B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department’s response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.

- 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
- 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.

D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.

E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

**17.17 Financial Consequences for Unsatisfactory Performance.**

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

**17.18 Corrective Action Plan.**

In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the Proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department’s termination of the Contract for cause as authorized in the Contract.

B. Upon the Department’s notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

**17.19 Payment and Performance Bonds.**

An “X” beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No Payment or Performance Bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of \$ insert amount.
- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

**17.20 Liquidated Damages.**

An “X” beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
  - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the

deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.

- B. The date of submission shall be the date of receipt by the Department.
- C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
- D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
- E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
- F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
- G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

#### **17.21 Insurance.**

A. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

- 1) Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- 2) Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- 3) Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers

shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

- \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
- \$200,000/300,000 Hired and Non-Owned Automobile Liability Coverage

4) Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

#### **17.22 Indemnification.**

A. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act

or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

B. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or the Department's operation or use of the Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become noninfringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

### **17.23 Subcontracting.**

An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

Contractor shall not subcontract any Work under this Contract.

A. Contractor shall not subcontract any Work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

### **17.24 Nonassignability.**

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its Rights and Duties), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment.

Department may assign the Department's Rights and Duties but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

**17.25 Third Party Beneficiaries.**

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

**17.26 Suspension.**

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

- 1) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3) Contractor or subcontractor materially violates safety laws or other constraints;
- 4) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- 5) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

- 1) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

**17.27 Termination.**

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

**17.28 Additional Quantities.**

**NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph #5, Additional Quantities.**

For a period not exceeding the term of this Solicitation, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

**17.29 Additions / Deletions.**

During the term of the contract resulting from this Solicitation, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and the Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and the Contractor.

**17.30 Disclosure of Litigation.**

The contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the contractor, or, to the extent the contractor is aware, any of the contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the contract and extensions thereto, to which the contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

A claim or written allegation of fraud against the contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

**17.31 Permits.**

All permits and licenses required for the selected Contractor's company operations under the contract must be obtained by the selected contractor and maintained for the duration of the contract. The Department will not pay for the cost of licenses or permits required by the selected contractor for company operations.

**17.32 Subcontracting.**

The Contractor shall take all actions necessary to ensure that their employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**17.33 Attorney's Fees.**

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

**17.34 Conflict of Interest.**

Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

**17.35 Compliance with Applicable Law.**

Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

### **17.36 Disqualification.**

A. The employment of unauthorized aliens by the Contractor/vendor 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 this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

### **17.37 Execution in Counterparts.**

This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

### **17.38 Force Majeure.**

Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE the CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

### **17.39 Forum Selection, Severability, and Choice of Law.**

This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited



or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

**17.40 Governmental Restrictions.**

If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

**17.41 Headings.**

The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

**17.42 Integration.**

This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**17.43 Interpretation of Contract.**

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and

conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

**17.44 Modifications Required by Law.**

The Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

**17.45 MyFloridaMarketPlace Transaction Fee.**

A. The State of Florida through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, F.A.C.

B. 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 Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code (F.A.C.). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

C. Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) is/are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is nonrefundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

D. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

**17.46 Nondiscrimination.**

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

**17.47 Non-Solicitation.**

Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

**17.48 Non-Waiver of Rights.**

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

**17.49 Order of Precedence.**

In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract;
4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, addenda, and questions and answers; and
6. Contractor's Response to the Solicitation.

In the case of conflict between the terms and conditions of this Contract and the terms and conditions under which the Department is receiving federal funding, the terms and conditions authorizing federal funding shall control.

**17.50 Ownership of Documents.**

All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, 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 Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

**17.51 P.R.I.D.E.**

When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
12425 28<sup>th</sup> Street, North  
St. Petersburg, Florida 33716-1826  
Toll Free: 1-800-643-8459  
Website: <http://www.pride-enterprises.org/>

**17.52 Public Entity Crimes.**

A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 for Category Two (as defined in section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

**17.53 Public Records.**

Public Records Requirements (Attachment I), as attached to this Contract, are hereby incorporated into the Contract.

**17.54 Record Keeping and Audit.**

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

**17.55 Remedies**

All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election hereunder shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**17.56 RESPECT of Florida.**

When possible, the Contractor agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946  
(850) 487-1471  
Website: [www.respectofflorida.org](http://www.respectofflorida.org)

### **17.57 Scrutinized Companies**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

B. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel, the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **17.58 Tax Exemption**

Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

### **17.59 Warranty of Ability to Perform.**

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

### **17.60 Warranty of Authority.**

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

### **17.61 General Contract Conditions (PUR 1000)**

For the purposes of 60A-1.002(7)(b), Florida Administrative Code, all terms in this Contract are considered "Special Conditions." The [Form PUR 1000 General Contract Conditions](#), is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS). In the event of any conflict between the Form PUR 1000 and any Special Conditions, the Special Conditions shall take precedence unless the conflicting term in the PUR Form 1000 is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

<b>Contractor Name</b>	<b>Florida Department of Environmental Protection</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Print/Type Name:</b> _____	<b>Print/Type Name:</b> _____
<b>Print/Type Title:</b> _____	<b>Print/Type Title:</b> _____

**FEID No. «FEID»**

- Attachment A Scope of Work (3 pages)
- Attachment B Rate Schedule (1 page)
- Attachment C Task Assignment Notification Form (1 page)
- Attachment D Task Assignment Change Order Form (1 page)
- Attachment E Subcontractor Utilization Report Form (1 pages)
- Attachment F Contractor Affidavit / Release of Claim Form (1 page)
- Attachment G Public Records Requirements (1 page)

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## **ATTACHMENT A SCOPE OF WORK**

[To Be Inserted]

**ATTACHMENT B RATE SCHEDULE**

[To Be Inserted]



### ATTACHMENT C TASK ASSIGNMENT FORM

DEP Contract No. \_\_\_\_\_ Task Assignment No.: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Contractor Representative: \_\_\_\_\_

DEP Contract Manager: \_\_\_\_\_

Task Description (Use additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Deliverables: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Performance Measures: \_\_\_\_\_

\_\_\_\_\_

Financial Consequences: \_\_\_\_\_

Period of Performance: Execution of Task Assignment through \_\_\_\_\_

\_\_\_\_\_

Task Assignment Type and Not to Exceed Amounts:

Rate Schedule	Cost Reimbursement

Total Task Assignment Value: \$ \_\_\_\_\_

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Special Category	Grant #	Year	Amount
37							
37							

**Contractor**

**Florida Department of Environmental Protection**

\_\_\_\_\_

Contract Manager Date

\_\_\_\_\_

Contract Manager Date

APPROVED: \_\_\_\_\_

Budget Representative Date

\_\_\_\_\_  
Contractual Authority Date

cc: Procurement Section (MS93)  
Bureau of Finance & Accounting (MS78) - 2 copies

## ATTACHMENT D TASK ASSIGNMENT CHANGE ORDER FORM

DEP CONTRACT NO. \_\_\_\_\_

Task Assignment Number: _____	Date: _____	Change Order No. _____	
Contractor Name: _____			
Contractor Contract Manager: _____		Phone: _____	
DEP Contract Manager: _____		Phone: _____	
Description of Change (Use Additional Sheets if necessary): _____			
<b>CHANGE IN TASK AMOUNT</b>			
<u>Item</u>	<u>Fee Schedule</u>	<u>Cost Reimbursement</u>	<u>Total</u>
Original Task Amount:			
Task Amount Prior to This Change Order:			
Net Increase/Decrease in Task Amount:			
Task Amount with all Change Orders:			
<b>CHANGE IN TASK TIME</b>			
Original Task Completion Date:			
Completion Date Prior to This Change:			
Net Increase/Decrease in Task Period:			
Completion Date with all Change Orders:			

**CONTRACTOR**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION**

**Contract Manager**

**Date**

**Contract Manager**

**Date**

**APPROVED:**

**Cost Center Administrator**

**Date**

cc: DEP Procurement Section (MS93), Bureau of Finance and Accounting (MS78) – 2 copies

## ATTACHMENT E SUBCONTRACTOR UTILIZATION REPORT FORM (IF APPLICABLE)

**DIRECTIONS:**

Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment.** Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone (850) 245-2361.

DEP Contract No.:		INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
Invoice Number:		BUSINESS CLASSIFICATION			CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.												
Task Assignment No. (if applicable):		Non-Minority	Small Business (State)	Small Business (Federal)	Governmental Agency	Non-Profit Organization	P. R. I. D. E.	African American	Hispanic	Asian/Hawaiian	Native American	American Woman	Service-Disabled Veteran	African American	Hispanic	Asian/Hawaiian	Native American	American Woman	Service-Disabled Veteran	Board Is 51% Or More Minority	51% Or More Minority Officers	51% Or More Minority Community	Other Non-Profit
Invoice Service Period:																							
LIST NAMES & ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																						
<i>(add extra rows as needed)</i>																							

**SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:**

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

Signature & Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**ATTACHMENT F CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS FORM**

This affidavit must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. The signature of the Contractor shall be notarized as set forth below. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, \_\_\_\_\_ am the \_\_\_\_\_ of  
 (Name of Person Appearing) (Title of Person Appearing)  
 \_\_\_\_\_ with the authority to make this statement on behalf;  
 (Name of Contractor)
2. \_\_\_\_\_ ("the Contractor") entered into an  
 (name of company or person)  
 Agreement with the Department to perform certain work under Task Assignment No. \_\_\_\_\_.
3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. Thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

----- **Notarization of Signature of Contractor (required)** -----

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known.  Produced Identification. Type of ID: \_\_\_\_\_

\_\_\_\_\_  
(Notary's Signature)

My Commission Expires: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_ Commission Number (if applicable) \_\_\_\_\_

## ATTACHMENT G PUBLIC RECORDS REQUIREMENTS

### 1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

### 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) 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 Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)  
**Mailing Address:** Department of Environmental Protection  
**ATTN:** Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

## SECTION 18.00 SOLICITATION PROPOSAL CHECKLIST

**Note:** This “Checklist” is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this Solicitation.

To ensure that Respondent response package can be accepted, please be sure the following items are fully completed, enclosed, and received in accordance with VBS and Timeline of Events.

<b>Tab A</b>	<b>Executive Summary</b>
<b>Tab B</b>	<b>Solicitation Forms</b> <ul style="list-style-type: none"> <li>• <b>Solicitation Acknowledgement Form</b> (Complete, sign, and submit, including FEID No.)</li> </ul>
<b>Tab C</b>	<b>Disclosures and Attestations</b> <ul style="list-style-type: none"> <li>• Complete, sign, and submit the <b>Vendor Financial Attestation</b>. (Section 8.00)</li> <li>• Complete, sign, and submit the <b>Vendor Responsibility Disclosure</b>. (Section 9.00)</li> <li>• Complete, sign, and submit the <b>Vendor Conflicts of Interest Attestation</b>. (Section 10.00)</li> <li>• Complete and submit the <b>Vendor Principal Place of Business Attestation</b>. (Section 11.00)</li> <li>• Complete, sign, and submit the <b>Vendor Drug-Free Workplace Attestation</b>. (Section 12.00)</li> <li>• Complete, sign, and submit the <b>Certification Regarding Scrutinized Companies Lists</b> (Section 13.00)</li> <li>• Complete, sign, and submit the <b>Respondent / Subcontractor or (Team, if not Subcontractor) Summary Form</b> (Section 14.00) <b>**Failure to submit a <u>Letter of Commitment</u> from the intended subcontractor(s) identified, shall result in the disallowance of utilizing the subcontractor(s) in providing the Services identified in this RFP.</b></li> </ul>
<b>Tab D</b>	<b>Client Reference Form</b> (Section 15.00) <b>Three (3) Client References for each individual category submitting a proposal for:</b> <ul style="list-style-type: none"> <li>• 3 - Client References #1-2-3 for Creative Content Development: Video</li> <li>• 3 - Client References #1-2-3 for Creative Content Development: Photography</li> <li>• 3 - Client References #1-2-3 for Creative Content Development: Graphic Design</li> </ul> <b>**See Timeline of Events (Section 1.02), “Vendor References Contacted”, and notify the Clients you provide as references that they will be contacted by DEP (phone or email) during that timeframe.</b>
<b>Tab E</b>	<b>Price Sheet</b> (Section 7.00) Provide the complete and signed <b>Price Sheet</b> per the instructions for pricing. <u>The categories you submit a Proposal for must be filled out in its entirety to be considered responsive, unless otherwise indicated in the instructions below.</u>
<b>Tab F</b>	<b>Professional Experience for each individual category submitting a proposal for:</b> <ul style="list-style-type: none"> <li>• For Creative Content Development: Video</li> <li>• For Creative Content Development: Photography</li> <li>• For Creative Content Development: Graphic Design</li> </ul>
<b>Tab G</b>	<b>Scenario Response</b> (Section 6.00) Complete and submit per instructions for each individual category submitting a proposal for: <ul style="list-style-type: none"> <li>• For Creative Content Development: Video</li> <li>• For Creative Content Development: Photography</li> <li>• For Creative Content Development: Graphic Design</li> </ul>
<b>One (1) Original Hard Copy of ENTIRE Proposal</b>	
<b>One (1) Electronic Copy of ENTIRE Proposal on CD/DVD, or USB.</b> Must indicate the Respondent’s name, RFP number, and volume and title (if separated).	

**If you assert that any portion of your Proposal is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Proposal along with the unredacted version. The redacted copy shall be clearly titled “Redacted Copy.”**