



**STATE OF FLORIDA**  
**DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**

**January 30, 2020**

With this sheet you have received solicitation documents for the **following**:

Solicitation Number: **FLHSMV-RFP-002-20**

Title of Solicitation (items solicited): **Digital Advertising for Florida Highway Patrol (FHP) Recruitment Campaign**

Commodity Code(s): **80171600 Publicity and Marketing Support Services  
80171602 Online and Social Media Publicity Services  
80171604 Public Information Campaign Service  
82101603 Internet Advertising  
82101800 Advertising Agency Services  
82101801 Advertising Campaign Services**

Date and Time Proposals are Due: **February 25, 2020 no later than 2:00 p.m., EST**



Department of Highway Safety and Motor Vehicles  
Neil Kirkman Building  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524

**It is important that Respondents monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Respondent to check the VBS for new or changing information.**

To receive information on Department of Highway Safety and Motor Vehicles (FLHSMV) solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System (VBS) at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

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

## Table of Contents

1.0	Purpose and General Overview.....	5
1.1	Purpose.....	5
1.2	Definitions.....	5
1.3	Procurement Officer .....	6
1.4	Term.....	6
1.6	Solicitation Conflicts and Order of Precedence.....	7
2.0	RFP Process Overview .....	7
2.1	General Overview.....	7
2.2	Who May Respond .....	7
2.3	Restriction on Communications .....	7
2.4	Respondent Questions .....	8
2.5	Addenda.....	8
2.6	Cost of Proposal Preparation.....	8
2.7	Proposal Opening.....	8
2.8	Disclosure of Proposal Contents.....	8
2.9	Modification or Withdrawal of Proposal.....	8
2.10	Prohibition of Gratuities .....	9
2.11	Diversity .....	9
2.12	Minority and Service-Disabled Veteran Business Enterprise Report.....	9
2.13	Non-Exclusive Rights .....	9
2.14	Proposal Tenure.....	10
2.15	Accessibility for Disabled Persons .....	10
2.16	Cooperation with the Inspector General .....	10
2.17	MyFloridaMarketPlace Transaction Fee .....	10
3.0	Additional Information.....	10
3.1	Mandatory Requirements .....	10
3.2	Minor Proposal Exceptions .....	11
3.3	Non-Responsive Responses, Non-Responsible Proposers .....	11
3.4	Subcontracts .....	11
3.5	Joint Ventures and/or Legal Partnerships .....	12
4.0	Response Submission Instructions.....	12
4.1	Response Submission.....	12
4.2	Mandatory Submission Requirements .....	13
4.3	Delivery of Responses.....	17
4.4	Proposal Guarantee .....	17
4.5	Contractual Submissions.....	17
4.6	Contractor Responsibility.....	17
4.7	Additional Documents/Requirements.....	17
5.0	Award Methodology.....	19
5.1	Basis of Award .....	19
5.2	Proposal Clarification.....	19
5.3	Posting of Agency Decision .....	19

Attachments:

ATTACHMENT A – CALENDAR OF EVENTS

ATTACHMENT B – SCOPE OF SERVICES

ATTACHMENT C – ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT D – RESPONDENT INFORMATION FORM

ATTACHMENT E – PAST PERFORMANCE

ATTACHMENT F – PRICE SHEET

ATTACHMENT G – REQUIRED CERTIFICATIONS

ATTACHMENT H – CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

ATTACHMENT I – EVALUATION CRITERIA

## Solicitation Introduction

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events, and view the answers given in the formal “addenda” issued for the solicitation. Also, please refer to any Addenda.
- D. Follow the format required in the solicitation** when preparing your proposal submission. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- E. Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. Proposals are reviewed based solely on the information and materials provided in your proposal.
- F. Use the forms provided.** For example: Certification forms; Price Sheet forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- G. Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- H. Submit your proposal on time.** Note all of the dates and times listed in the Calendar of Events and within the document and be sure to submit all required items on time. Allow additional time for handling by postal or shipping services. Regardless of submittal method utilized, late proposals will not be opened and will be rejected. In addition, faxed or emailed proposal submittals are not allowed and will not be accepted.

## 1.0 Purpose and General Overview

### 1.1 Purpose

The Florida Department of Highway Safety and Motor Vehicles (Department or FLHSMV) is issuing this Request for Proposals (RFP) to establish a contract with one (1) vendor for marketing services through online digital advertising for the FHP recruitment campaign as described in **ATTACHMENT B - SCOPE OF SERVICES**.

### 1.2 Definitions

- A. **Awarded Contractor (also referred to as “Successful Vendor” or “Vendor”):** The party selected for award under this RFP, with whom the Department intends to enter into a formal contract document.
- B. **Authorized Representative:** The owner, corporate officer, or director of the Contractor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the proposal, if signed by other than the Authorized Representative.
- C. **Business Day:** Any day in which normal business is conducted, typically Monday through Friday, excluding State-observed holidays.
- D. **Contract:** A formal purchasing document that contains or incorporates the terms and conditions that apply to the purchase to be made pursuant to this RFP, executed between the Department and awarded Contractor.
- E. **Contractor:** The party selected for award under this RFP, with whom the Department intends to enter into a formal contract document. Also referred to as “Vendor”.
- F. **Confidential Information:** Data, material and information deemed “exempt” or “confidential” by the Florida Public Records Law, Chapter 119, F.S., or any other provision of the F.S., or Article I, Section 24, Florida Constitution, or as identified by Federal law, or as identified by the Department. For purposes of this RFP and resulting contract, reference to Confidential Information includes personal identification information, such as Social Security Number, address or Contractor’s proprietary information.
- G. **Day:** A calendar day, unless otherwise specified.
- H. **Impression:** A single view of an advertisement by one individual.
- I. **Media:** The various means by which information and data is mass-communicated to society, including, but not limited to, digital strategies and social media.
- J. **Prospective Contractors:** Entities submitting a formal proposal to this RFP; also referred to as “Respondents,” Proposers” or “Vendors.”
- K. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2, referenced in **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS**. (Note: The terms

“Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)

- L. **Respondents:** Entities submitting a formal proposal to this RFP; also referred to as “Prospective Contractors” or “Vendors.”
- M. **State:** State shall be synonymous with the Florida Department of Highway Safety and Motor Vehicles.
- N. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.
- O. **Target Audience:** The group of people to whom a marketing effort is aimed.
- P. **Vendor:** Any firm or person who submits a proposal to the Department in response to this solicitation. (NOTE: The terms “Respondent,” “Vendor,” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in ATTACHMENT C - ADDITIONAL TERMS AND CONDITIONS for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

### 1.3 Procurement Officer

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact regarding all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Ridgely Plaines  
Bureau of Purchasing and Contracts  
Florida Department of Highway Safety and Motor Vehicles  
Neil Kirkman Building, Room B413, Mail Station 31  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524  
850-617-3183  
[RidgelyPlaines@flhsmv.gov](mailto:RidgelyPlaines@flhsmv.gov)

Section 287.057(23), F.S., requires that “Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of the Notice of Intended Award (excluding Saturdays, Sundays, and state holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

### 1.4 Term

The contract term shall be for a one (1) year period from the date of contract execution or issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to one (1) year.

## **1.5 Renewal(s)**

Exercise of the renewal option is at the Department's discretion in writing and will be contingent upon satisfactory service, and subject to annual appropriation by the State Legislature (see, section 287.057(13), F.S.).

## **1.6 Solicitation Conflicts and Order of Precedence**

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

- A. RFP Addenda, in reverse order of issuance;
- B. RFP, including all Attachments;
- C. General Contract Conditions (PUR 1000); and
- D. General Instructions to Respondents (PUR 1001).

## **2.0 RFP Process Overview**

### **2.1 General Overview**

The Request for Proposal (RFP) is a method of competitively soliciting a commodity or contractual service under section 287.057(1)(b), F.S., and awarding a contract to the responsive and responsible respondent(s) submitting the most advantageous proposal to the state, based on the price and other criteria in the RFP. The Department posts an RFP on the state of Florida Vendor Bid System (VBS) to initiate the solicitation process.

### **2.2 Who May Respond**

The Department seeks proposals from digital advertising and marketing vendors. The Department seeks to contract with one (1) Respondent to provide digital advertising, as outlined in ATTACHMENT B - SCOPE OF SERVICES.

The Respondent(s) must be authorized to conduct business within the state of Florida and must possess the experience and have the capability (e.g., sufficient personnel and resources) to provide the products and services described in this RFP in a timely and workmanlike manner. The Department retains the right to request additional information pertaining to the Respondent's ability and qualifications to fully perform the contract requirements described in this RFP and integrity and reliability to assure good faith performance. See Section 3.3, Non-Responsive Responses, Non-Responsible Proposers, for additional information.

### **2.3 Restriction on Communications**

Prospective Contractors to this RFP or persons acting on their behalf may not contact, between the release of the RFP and the end of the seventy-two (72) hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this RFP, except in writing to the Issuing Officer or as provided in the RFP documents. Violation of this provision may be grounds for rejecting a proposal.

## **2.4 Respondent Questions**

Questions related to this RFP must be received in writing, via email, by the Procurement Officer listed in the Procurement Officer Section above, within the time indicated in **ATTACHMENT A - CALENDAR OF EVENTS**. Questions must reference FLHSMV-RFP-002-20 in the subject line of the e-mail.

Written answers to questions received by the Department will become part of this solicitation and will be posted on the VBS, through an addendum, on or about the date referenced in the Calendar of Events.

Note: The Department reserves the right to respond to late-submitted questions if to do so is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

## **2.5 Addenda**

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the VBS at:

[http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)

It is the responsibility of the Respondent to check the VBS for new or changing information.

## **2.6 Cost of Proposal Preparation**

Neither the Department nor the state of Florida is liable for any of the costs incurred by prospective Contractors in preparing and submitting a proposal.

## **2.7 Proposal Opening**

The Department will hold a public opening of the proposals at the date, time and location indicated in the Calendar of Events.

## **2.8 Disclosure of Proposal Contents**

All documentation produced as part of the RFP will become the exclusive property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the proposal opening in accordance with subsection 2.9, Modification or Withdrawal of Proposal, below.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the response will not affect this right.

## **2.9 Modification or Withdrawal of Proposal**

Respondents may modify a response at any time prior to the response due date by sending the modified proposal submittal to the Procurement Officer. A proposal may be withdrawn by notifying the Procurement Officer in writing before the proposal opening.



## **2.10 Prohibition of Gratuities**

By submission of a proposal, a prospective Contractor certifies that no elected official or employee of the state of Florida has or shall benefit financially or materially from such proposal or subsequent contract in violation of the provisions of Chapter 112, F.S. Any contract issued as a result of this RFP may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

## **2.11 Diversity**

The Department is dedicated to fostering the continued development and economic growth of minority, veteran and women-owned businesses. Participation of a diverse group of Respondents doing business with the state is central to the Department's efforts. To this end, small minority, veteran-owned and women-owned business enterprises are encouraged to participate in the state's procurement process as both prime Respondents and subcontractors under prime contracts.

The state of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (See section 2.12, Minority and Service-Disabled Veteran Business Enterprise Report, below.)

## **2.12 Minority and Service-Disabled Veteran Business Enterprise Report**

- A. The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report. The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.
- B. The Contractor shall complete and submit, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:  
  
bpcreporting@flhsmv.gov  
Note the subject line of the e-mail with: Monthly MBE DV Report
- C. Should the Contractor utilize subcontractors/material suppliers meeting the criteria in this section but have nothing to report for the month (for whatever reason), the Contractor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.
- D. Should the Contractor not utilize subcontractors/material suppliers meeting the criteria in this section, the Contractor shall provide a letter to the email address noted above, on Contractor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Contractor shall immediately implement the reporting requirements of this section.

## **2.13 Non-Exclusive Rights**

The right to provide the Products or services, as applicable, which will be granted under the resultant contract/purchase order, shall not be exclusive. The Department reserves the right to contract for and purchase Products or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract/purchase order.

## **2.14 Proposal Tenure**

All proposals are binding for one hundred eighty (180) days following the proposal opening date.

## **2.15 Accessibility for Disabled Persons**

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

## **2.16 Cooperation with the Inspector General**

The Contractor shall cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review or hearing pursuant to section 20.055, F.S.

## **2.17 MyFloridaMarketPlace Transaction Fee**

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(22), F.S., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which each Contractor shall pay to the state of Florida, unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

For payments within the state accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, each Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, a Contractor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.

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

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

## **3.0 Additional Information**

### **3.1 Mandatory Requirements**

The Department, as defined herein, has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall," "must," or "will" (except to indicate the future) in this RFP, indicates a mandatory requirement or condition.

The words “should” or “may” in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

### **3.2 Minor Proposal Exceptions**

The Department reserves the right to waive minor deviations or exceptions in responses providing such actions are in the best interest of the state of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the state’s interest and would not affect the outcome of the award by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

### **3.3 Non-Responsive Responses, Non-Responsible Proposers**

Proposals, which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals, or the cost to the Department.

Proposers whose proposals, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the resulting Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the material requirements of the solicitation, and which Proposers are responsible.

“Responsible” or “Qualified Proposer” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information as required in the solicitation, to determine responsibility, may be cause for rejection of the proposal.

Proposal submittals will be considered only from Proposers who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

### **3.4 Subcontracts**

The Contractor may, only with prior written consent of the Department, enter into written subcontracts for the delivery of products or performance of services described in this RFP. Anticipated subcontract agreements known at the time of proposal submission, and the amount of the subcontract, must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted.

No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its contractual duties.

### 3.5 Joint Ventures and/or Legal Partnerships

Joint ventures or legal partnerships shall be viewed as one (1) prospective Contractor. Authorization for signatures provided by a joint venture/legal partnership shall have authorizations attached thereto and must be submitted with the proposal submission.

## 4.0 Response Submission Instructions

### 4.1 Response Submission

Responses shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this RFP. The emphasis of each response shall be on completeness and clarity of content. The response forms furnished with this RFP must be submitted with the response and are to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms must be signed and dated by the Vendor's Authorized Representative.

Completed forms must be included in the Respondent's response. If any item is missing or incomplete, the response will be deemed non-responsive. The entire response packet with all forms and documents required shall be referred to as the Respondent's "Proposal."

The prospective Contractor shall submit its proposal in the following manner:

- 4.1.1 One (1) original hard copy proposal (required information in Section 4.1.2 below), in a sealed package, must be submitted to the Procurement Officer identified in Section 1.3, Procurement Officer, no later than the time indicated in ATTACHMENT A - CALENDAR OF EVENTS, for receipt of proposals.
- 4.1.2 The original sealed proposal shall be marked as the "original" and contain the transmittal letter that bears the original signature of the binding authority. The package that contains the "original" proposal shall be conspicuously marked "ORIGINAL" and shall contain all marked originals. Proposals may be submitted via U.S. Mail, courier, or by hand delivery. Proposals sent by fax or email will not be accepted. Proposals received after the date and time specified in ATTACHMENT A - CALENDAR OF EVENTS, will not be opened or considered.
- 4.1.3 Five (5) duplicate paper copies of the Technical Response, as indicated in Section 4.2.5, and Previous Marketing Samples, as indicated in Section 4.2.6.
- 4.1.4 Hard copy proposals should be bound individually and submitted in three (3) ring binders or secured in a similar fashion to contain pages that turn easily for review. All pages must be numbered, identify the RFP number, and include the prospective Contractor's name.
- 4.1.5 **The prospective Contractor should also submit an equal number of electronic copies of the Original Proposal, Technical Response, and Previous Marketing Samples (see 4.1.1 and 4.1.3 above for combined number).** The electronic format shall be submitted on USB thumb drive. The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later. These electronic files must be logically named and easily mapped to the hard copy proposal. The electronic media should be clearly labeled in the same manner as the hard copy(ies).

#### 4.1.6 Redacted Submissions

This subsection supplements Section 19 of the PUR 1001.

If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number and the Respondent's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

By submitting a response, the Respondent agrees to protect, defend and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data or records submitted to the Department in answer to a public records request for these records.

#### 4.2 Mandatory Submission Requirements

The Prospective Contractor's proposal shall consist of the following requirements. All items listed below are mandatory, unless otherwise noted. **FAILURE TO INCLUDE IN THE PROPOSAL WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S PROPOSAL.**

##### 4.2.1 Respondent Information Form, ATTACHMENT D (*No points will be awarded*)

This form serves as the document covering transmittal of the proposal, as well as verification of the prospective Contractor's name, address and Federal Employer Identification (FEID) Number. The form must be completed in its

entirety to provide the name, title, address, telephone number and email address of the official prospective Contractor's contact and an alternate, if available. These individuals shall have the authority to bind the prospective Contractor to a contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate.

ATTACHMENT D – RESPONDENT INFORMATION FORM, shall be labeled and tabbed separately and **should be included with the original hard copy proposal and original electronic copy proposal only.**

#### **4.2.2 Past Performance - Client References, ATTACHMENT E (No points will be awarded)**

In the space provided on **page 1** of ATTACHMENT E - PAST PERFORMANCE - CLIENT REFERENCES, the prospective Contractor must list all business names under which it has operated during the last three (3) years. Mark N/A if the business name has not changed within the past three (3) years.

In the spaces provided on **pages 2-7**, the prospective Contractor must provide the information indicated for three (3) separate and verifiable, Non-FLHSMV (Department of Highway Safety and Motor Vehicles) client references. **Each reference must be notarized by a Notary Public. The Department may reject the proposal submitted by any Respondent that does not provide notarized client references.**

The client references listed must be able to attest that the prospective Contractor provided products and services similar in nature to the scope of services contemplated in this RFP. The same client reference may not be listed for more than one (1) of the required references and confidential client references shall not be included. In the event the prospective Contractor has had a name change since the time work was performed for a listed reference, the name under which the prospective Contractor operated at that time must be provided in the space provided for Contractor's Name.

Client references that are listed as subcontractors will not be accepted as Past Performance client references under this RFP. Entities having an affiliation with the prospective Contractor (i.e., currently a parent or a subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as Past Performance client references under this RFP.

ATTACHMENT E - PAST PERFORMANCE - CLIENT REFERENCES, shall be labeled and tabbed separately and **should be included with the original hard copy proposal and original electronic copy proposal only.**

#### **4.2.3 Price Sheet, ATTACHMENT F (300 points possible)**

The Respondent shall provide a price(s) in each cell of ATTACHMENT F - PRICE SHEET for all minimum and mandatory platforms for this solicitation. Other platforms, quantities and/or qualities must be identified in the Campaign Budget Breakdown submitted in the FHP Recruitment Campaign Advertising Plan, as required in ATTACHMENT B – SCOPE OF SERVICES, Section 4.1. It is not mandatory for ATTACHMENT F – PRICE SHEET, to be a reflection of the

Campaign Budget Breakdown. Failure to provide a price in a cell on the price sheet may deem the prospective Contractor non-responsive.

The Respondent shall use legible handwriting, if applicable, when completing the price sheet(s).

All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's price sheet calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent, unless determined otherwise by the Department.

Price(s) will be final based on Department verification. Department-corrected price sheets will be made available upon written request to the Respondent as permitted by state law.

The Department will not agree to caveat language for pricing within ATTACHMENT F - PRICE SHEET. A response that includes caveat language for pricing will be viewed as a conditional response and the Department will reject the Respondent's response. (See, also subsection 3.3, Non-Responsive Responses, Non-Responsible Respondents.)

ATTACHMENT F - PRICE SHEET, shall be labeled and tabbed separately and **should be included with the original hard copy proposal and original electronic copy proposal only.**

#### **4.2.4 Required Certifications, ATTACHMENT G (*No points will be awarded*)**

The proposal must contain a completed ATTACHMENT G - REQUIRED CERTIFICATIONS, which include the following:

- a. **Acceptance of Contract Terms and Conditions** – Certifying that the prospective Contractor accepts and agrees to comply with the terms and conditions specified in this RFP. These terms and conditions will be restated and/or incorporated in the Department's Contract.
- b. **Organizational Conflict of Interest Certification** – Certifying that the prospective Contractor, its subcontractors (if applicable), subsidiaries, and partners, have no existing relationship or financial interest, and are not engaged in any other activity that creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this RFP, and must comply with section 287.057(17)(a)1, F.S.

ATTACHMENT G - REQUIRED CERTIFICATIONS, shall be labeled and tabbed separately and **should be included with the original hard copy proposal and original electronic copy proposal only.**

#### **4.2.5 Technical Response (Original and All Copies)**

##### **1. Table of Contents (*No points will be awarded*)**

The proposal shall include a Table of Contents. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers.

**2. Executive Summary (No points will be awarded)**

The proposal shall include an executive summary, no longer than ten (10) single-sided pages in length, that demonstrates the prospective Contractor's overall understanding of the need for and purpose of the project and describes the salient features of the prospective Contractor's technical response.

**3. Organizational Structure, History and Experience (No points will be awarded)**

The prospective Contractor shall include evidence of its capability to provide the products and services outlined in this RFP by describing its organizational structure, history and experience.

**4. FHP Recruitment Campaign Advertising Plan (400 points possible)**

The Respondent shall describe, in detail, its proposed plan to implement advertising material per the specifications in ATTACHMENT B – SCOPE OF SERVICES, Section 4.1. Preference<sup>1</sup> will be given to respondents that include advanced graphic design ideas in their proposal submission.

**5. Production and Graphic Design (200 points possible)**

The Respondent shall describe, in detail, its proposed plan to produce and design advertising material per the specifications in ATTACHMENT B – SCOPE OF SERVICES, Section 4.2. Preference will be given to respondents that include advanced graphic design ideas in their proposal submission.

All packaged, final graphics, video and/or collateral files submitted to the department as part of a proposal submission will become property of FLHSMV.

**6. Campaign Evaluation Plan (100 points possible)**

The Respondent shall describe, in detail, its proposed plan to evaluate the campaign per the specifications in ATTACHMENT B – SCOPE OF SERVICES, Section 4.3.

**4.2.6 Previous Marketing Samples (Original and All Copies) (200 points possible)**

The Respondent shall submit three (3) separate previous marketing samples from completed campaigns/projects for which the Respondent provided products or services similar to the products or services required in and meeting the specifications of this solicitation.

Please note: Only samples provided for non-FLHSMV clients can be utilized.

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<sup>1</sup> For the purposes of this RFP, "preference" refers to higher award of points.



### 4.3 Delivery of Responses

All responses shall be submitted in sealed packages addressed to the Procurement Officer identified in Section 1.3, Procurement Officer, and must be received by or before the date and time indicated in ATTACHMENT A - CALENDAR OF EVENTS. The Department will not consider late responses. Respondents are advised to examine their responses carefully and to ensure that the response is delivered to the proper place no later than the time of the response opening. This is a mandatory requirement.

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Respondent's company name and solicitation number.

Offers by telegram, telephone, email or facsimile will not be accepted.

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this RFP. This takes precedence over PUR1001, General Instruction #3.

**Proposals that include any qualifying language, conditions, caveat(s), modification(s), or other language changing or not meeting the requirements of the RFP, anywhere in the proposal will be viewed as a conditional proposal and the Department will reject the proposal.**

### 4.4 Proposal Guarantee

The Department does not require a proposal guarantee for this solicitation.

### 4.5 Contractual Submissions

A Respondent's proposal to this solicitation shall be considered as the Respondent's formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

### 4.6 Contractor Responsibility

The Department will consider the Contractor to be the sole point-of-contact regarding contractual matters. The Contractor will assume sole responsibility for providing the products and/or services offered in its proposal whether or not the Contractor is the manufacturer of said products or provider of such services or any component, thereof.

### 4.7 Additional Documents/Requirements

The following documents and/or requirements are to be completed and submitted upon notice of award and prior to contract execution:

#### 4.7.1 Florida Department of State Registration

Pursuant to section 607.1501, F.S., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to section 607.1503(1), F.S., from the Florida Department of State, Division of Corporations, to transact business in the state of Florida. The Respondent agrees to attain such authorization, if applicable,

within seven (7) business days of notice of award, should the Respondent be awarded the contract. Website: <https://dos.myflorida.com/sunbiz/>.

#### **4.7.2 Florida Substitute Form W-9 Process**

Proposers **must** register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Proposers provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:

<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Proposers, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded Proposer (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

#### **4.7.3 MyFloridaMarketPlace Registration**

Each Proposer doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, F.S., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, F.S., with any prospective Contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A Proposer not currently registered in the MyFloridaMarketPlace system must do so within five (5) days of notice of award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website link available under Contractors at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace).

Prospective Contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

#### **4.7.4 Scrutinized Companies and Prohibited Business Activities**

**Contractor Certification Regarding Scrutinized Companies List** – the prospective Contractor shall complete and sign ATTACHMENT H - CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, in accordance with section 287.135(5), F.S.

The Department may, at its option, terminate the Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Contractor must certify in writing, annually, using ATTACHMENT H – CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST that its company is not engaging in a boycott of Israel, in accordance with section 287.135(5), F.S.

## **5.0 Award Methodology**

### **5.1 Basis of Award**

The Department intends to make an award to the responsible and responsive prospective Contractor whose proposal receives the highest Final Score, as evaluated by the Department.

The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

The Department reserves the right to award multiple contracts, for all or part of the work contemplated by this solicitation; divide the work among Contractors by type of service or geographic area, or both; award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; or reject all proposals.

### **5.2 Proposal Clarification**

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of proposal submissions from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

### **5.3 Posting of Agency Decision**

The Department will post an Agency Decision (AD), stating its intent to enter into one (1) contract, on the VBS website [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

The AD will remain posted for a period of seventy-two (72) hours, not including weekends or state-observed holidays. Failure to file a protest within the time prescribed in section **120.57(3)**, F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

If the Department decides to reject all proposals, or take any other action permitted by law, it will post its notice at the same VBS website.

**ATTACHMENT A  
CALENDAR OF EVENTS**

The table below contains the Calendar of Events for this solicitation and indicates the dates and times governing all solicitation activities. Prospective vendors should become familiar with the Calendar of Events.

The dates and times within the Calendar of Events may be subject to change. It is the Prospective Vendor's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)). Prospective vendors are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time) or as modified in an addendum, as applicable. The Department will not consider late submittals.

ACTIVITY	DATE/TIME	LOCATION
<b>Solicitation Issued by the Department</b>	<b>January 30, 2020</b>	<b>Electronically Posted</b> <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_m enu</a>
<b>Deadline for Receipt of Written Inquiries</b>	<b>February 11, 2020 at 5:00 P.M., EST</b>	<b>Address provided in Section 1.3 of the RFP</b>
<b><u>Anticipated</u> Date for Department Responses to Contractor Questions</b>	<b>February 18, 2020*</b>	<b>Electronically Posted</b> <a href="http://myflorida.com/apps/vbs/vbs_main_m">http://myflorida.com/apps/vbs/vbs_main_m enu</a>
<b>Deadline for Receipt of Proposals<sup>1</sup></b>	<b>February 25, 2020 at 2:00 P.M., EST</b>	<b>Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway, MS# 31 Tallahassee, FL 32399-0500</b>
<b>Deadline for Opening of Proposals</b>	<b>February 25, 2020 at 2:30 P.M., EST</b>	<b>Same as above</b>
<b><u>Anticipated</u> Evaluation of Proposals</b>	<b>March 3-10, 2020</b>	<b>Various</b>
<b><u>Anticipated</u> Posting of Notice of Intent to Award</b>	<b>March 17, 2020*</b>	<b>Electronically Posted</b> <a href="http://myflorida.com/apps/vbs/vbs_main_m">http://myflorida.com/apps/vbs/vbs_main_m enu</a>

\*Please note: The Department reserves the right to post early or in the best interest of the state.

Note: Solicitation activities shall take place on the date and time indicated above, where applicable, with the exception of recognized State of Florida holidays (see, section 110.117, Florida Statutes (F.S.)). For planning purposes, prospective vendors should consider the utilized mailing service's observed holidays.

<sup>1</sup> "Response" and "proposal," in both singular and plural form, are used interchangeably and mean the document submitted in response to, and in accordance with, this RFP by a prospective contractor.

## **ATTACHMENT B SCOPE OF SERVICES**

### **1. BACKGROUND/PURPOSE:**

The Florida Department of Highway Safety and Motor Vehicles (FLHSMV or Department) is interested in increasing the number of new applicants seeking to become Troopers within the Florida Highway Patrol (FHP), one of Florida's premier law enforcement agencies. FLHSMV believes digital advertising is an important tool through which its recruitment message can be delivered to a defined target audience based on previous survey data. The Department is, therefore, seeking services from a prospective Contractor to promote the FHP's recruitment campaign to potential applicants through digital advertising in the state of Florida, as well as out of state. The campaign shall run from April through June 2020 and is intended to direct potential applicants to the following website: [www.Beatrooper.com](http://www.Beatrooper.com)

### **2. CONTRACT TERM:**

This Contract shall begin upon issuance of a purchase order and shall expire on September 30, 2020, inclusive.

This Contract may be renewed for one (1) year. Exercise of the renewal option is at the Department's discretion in writing and will be contingent upon satisfactory service, and subject to annual appropriation by the State Legislature (See, section 287.057(13), F.S.).

### **3. BUDGET:**

Overall budget may not exceed \$200,000.00.

### **4. SCOPE OF SERVICES:**

The Department is seeking one (1) Contractor to provide digital advertisements to market the FHP Recruitment Campaign. The campaign will target key markets throughout Florida and other select states within the United States based upon FHP recruitment data and will run from April 1 – June 30, 2020. At a minimum, the digital advertisements must meet the below specifications:

#### **4.1 FHP Recruitment Campaign Advertising Plan**

- 4.1.1 The prospective Contractor shall develop and maintain a comprehensive FHP Recruitment Campaign Advertising Plan (Campaign Plan), as proposed, that describes how the prospective Contractor will develop marketing strategies and tactics to ensure an effective campaign.
- 4.1.2 The Campaign Plan must contain sufficient detail to demonstrate the prospective Contractor understands how to successfully market a campaign of the size and scope anticipated by this contract. The prospective Contractor shall create and utilize, upon Department approval, a media-buy strategy that maximizes the exposure of advertisements and provides the highest quality impressions and/or highest number of impressions per medium selected.
- 4.1.3 The Campaign Plan shall include, but is not limited to, the following components:
  - a) Overall campaign strategy and objectives;

- b) Campaign timeline;
- c) Campaign Budget Breakdown with performance expectations (impressions, reach, etc.) for each proposed ad placement;
- d) Advertising platform plan to include Google, Facebook and Twitter at a minimum. Additional advertising on other social media (Snapchat, YouTube, Etc.) or online channels shall be included at the prospective Contractor's discretion;
- e) Retargeting Plan;
- f) Plan to maximize custom reach based on the following demographics and target audiences:
  - i. Male (ages 19-34)
  - ii. Female
  - iii. Military veterans
  - iv. Bilingual (Spanish-speaking)
  - v. College students
  - vi. Individuals residing in Pensacola, Gainesville, Orlando, Melbourne, Dade City, Bradenton, Sarasota and Ft. Lauderdale Florida; and
  - vii. Individuals residing outside the state of Florida.
- g) Overall strategy to execute ATTACHMENT B – SCOPE OF SERVICES, section 4.2, Production and Graphic Design of Advertising.

4.1.4 The Campaign Plan shall also include an Implementation Plan that details how the prospective Contractor would plan, coordinate, carry-out, manage, and oversee the campaign from kick-off through implementation and completion. This plan must contain sufficient detail to convey prospective Contractor's knowledge of the subjects and skills necessary to successfully complete the project. The plan shall include, at a minimum, details fully describing the following:

- a) Complete description of contractor's approach and methodology, including tasks, services and work activities to be used for implementing and supporting the campaign;
- b) Dedicated staff and staff on-boarding, if required;
- c) Pre-launch planning activities;
- d) Estimation of resources to be utilized for start-up and during the term of the contract, including expectations regarding department resources and participation in campaign-related activities;
- e) Plan/approach for obtaining and allocating resources;

- f) Plan/approach for reaching identified target audiences per ATTACHMENT B – SCOPE OF SERVICES, section 4.1.3 (f), and section 4.2.2, and for measuring and evaluating audience response;
- g) Identification and description of the roles and responsibilities of team members;
- h) Identification of project risks and issues and plan/approach for managing risks and issues;
- i) Change management processes;
- j) Schedule management processes; and
- k) Anticipated timeline and description of all activities that would be required to implement the campaign as described in the contract.

4.1.5 Upon execution of the resultant Contract, the Contractor shall begin working with the Department on finalizing the proposed Campaign Plan, which must be accepted by the Department in writing no later than fifteen (15) days after Contract execution. Final versions of any proposed plan may not change the essential elements of the plan and are intended to firm-up such things as dates, estimated numbers, and final selections where alternatives are presented. Once accepted, this plan will be referred to as the Final Campaign Plan.

Throughout the contract term, and when requested by the Department, the prospective Contractor shall participate in both face-to-face meetings and conference calls with the department and relevant parties, as applicable, for purposes of implementing and managing the Final Campaign Plan.

4.1.6 In carrying out marketing activities related to the campaign, the prospective Contractor shall utilize the Final Campaign Plan. Once approved, the prospective Contractor may not deviate from the Final Campaign Plan. Any changes to the Final Campaign Plan or any component thereof during the contract term, must be approved in writing by the Department. If changes to the Final Campaign Plan are authorized in writing by the Department, the prospective Contractor shall have three (3) business days to submit an updated copy of the Final Campaign Plan or any component thereof to the Department. Deviation from the final approved plan without prior approval of the Department may subject the prospective Contractor to imposition of financial consequences and liquidated damages. (See ATTACHMENT B – SCOPE OF SERVICES, section 11, Financial Consequences and Liquidated Damages.)

## **4.2 Production and Graphic Design of Advertising**

4.2.1 The prospective Contractor shall be responsible for providing and ensuring successful development, implementation, management, and evaluation of a comprehensive digital advertisement campaign focused on the Department's recruitment of FHP Troopers, to be effectively delivered during the term of the contract, including any optional renewal or extension term, if applicable. The prospective Contractor shall have the necessary level of expertise and sufficient

staffing in order to successfully create, produce, deliver, deploy and evaluate the campaign in accordance with the requirements of the contract.

- 4.2.2 The prospective Contractor shall develop tailored messaging and creative concepts for targeted market areas, crafting and utilizing communication strategies that are culturally and linguistically appropriate to the campaign's key target markets, and that educate the public about becoming an FHP Trooper. All advertisements must be in at least English and Spanish. Obtaining permissions for copyright/licensing of images, audio or other material is the responsibility of the vendor.
- 4.2.3 The prospective Contractor shall be responsible for all aspects of the digital advertisement for the campaign, including effective media planning and coordination, integrated communications strategy development, and a robust marketing plan in order to ensure maximum reach and success of the campaign.
- 4.2.4 The prospective Contractor shall be flexible in regard to messaging, market location, use of media and selection of targeted audiences. The Department may require changes as data regarding this usage becomes available.
- 4.2.5 The prospective Contractor shall utilize demographic information and data to effectively execute the campaign across multiple platforms and throughout diverse media markets.
- 4.2.6 The prospective Contractor shall work with technical experts and Department staff to develop key messages as outlined in the contract. The prospective Contractor shall work collaboratively with both individuals and groups. All facts utilized in messaging shall be verified by the prospective Contractor and approved by the Department.
- 4.2.7 The Department will work with the Contractor to provide the following, if requested:
  - a) Logos needed to produce online and social media advertisements;
  - b) Direction for the production of any additional artwork, such as Hyper Text Markup Language Version 5 (HTML5) or videos;
  - c) Link for destination from online ads.
- 4.2.8 All packaged, final graphics, video and/or collateral files, including raw files, will be submitted to the Department at the conclusion of the contract and will become property of the Department in perpetuity.

### **4.3. FHP Recruitment Campaign Evaluation Plan**

- 4.3.1 The Campaign Evaluation Plan shall provide a complete description of the Contractor's approach and methodology, including tasks, services and work activities to be used for measuring, evaluating and reporting on the campaign.



The Campaign Evaluation Plan must contain sufficient detail to demonstrate that the Contractor understands how to successfully ascertain, analyze, monitor, measure and evaluate a campaign of the size and scope anticipated by this contract.

At a minimum, the Campaign Evaluation Plan shall include the following:

- a) A description of best practices to be utilized for results measurement;
- b) Details and description of all metrics to be utilized to gauge campaign outputs and outcome;
- c) Details regarding the Contractor's anticipated use of resources; and
- d) Approach, methodology and timelines, including tasks, services and work activities to be used for measuring, evaluating and reporting on the campaign as required by the contract.

4.3.2 Within twenty (20) calendar days after contract execution, or after approval of the Final Campaign Plan, the Department will meet with the Contractor selected for award to begin implementing a Final Campaign Evaluation Plan as mutually agreed upon between the Department and the Contractor.

In addition to the items addressed above, the Final Campaign Evaluation Plan shall include the following:

- a) Means by which the prospective Contractor will track, monitor and report to the Department on the campaign in accordance with the timelines established in the Final Campaign Plan. (Reports shall be provided as indicated in ATTACHMENT B – SCOPE OF SERVICES, section 5, Reporting.);
- b) Means and methods for showing and verifying return on investment in outreach efforts;
- c) Department data, as applicable, which may be utilized within the evaluation as authorized by the Department;
- d) Total costs expended, impressions delivered and similar data that would typically be utilized to demonstrate return on investment;
- e) A designated code and 'Campaign Name' (e.g. utm\_FHPRecruitment2020) in the referral URL so that FLHSMV can identify traffic in Google Analytics; and
- f) Analytic Report Template.

4.3.3 The Contractor shall utilize the Final Campaign Evaluation Plan, in carrying out all campaign activities. The Contractor may not deviate from the Final Campaign Evaluation Plan without the prior written approval of the Department's Contract Manager. Deviation from the final approved plan without prior approval of the Department may subject the Contractor to

imposition of liquidated damages. (See ATTACHMENT B – SCOPE OF SERVICES, section 11, Financial Consequences and Liquidated Damages.)

- 4.3.4 During the term of the contract, the Department will review and evaluate the campaign from a fiscal basis and a messaging impact basis and discuss its findings with the Contractor during weekly status updates held in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 5, Reporting, as well as following review of Contractor’s Monthly Analytic Report submitted in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 5, Reporting. If any facet of the campaign is not achieving the Department’s anticipated or expected results, the Department reserves the right to request changes to any or all aspects of the campaign and to request additional or other means of advertising, messaging, etc. The Contractor shall make all changes within a reasonable time frame, as agreed by the Department, at no additional cost to the Department. The Department reserves the right to adjust monthly payments in keeping with the activities performed. (See ATTACHMENT B – SCOPE OF SERVICES, section 13, Compensation.)

## **5. REPORTING**

### **5.1 Weekly Status Updates**

During the term of the contract, the prospective Contractor shall conduct weekly status update meetings with the Contract Manager to discuss the progress and impact of the campaign, as well as, any changes that need to be made. These meetings shall take place at the time and method (e.g., in-person, conference call, etc.) as agreed upon by the Department and Contractor. Any requests to cancel or reschedule shall be made to the Department in writing with a 24-hour notice and is subject to Department approval.

### **5.2 Monthly Analytic Reporting**

The Contractor shall provide a draft Analytic Report to the Contract Manager on a monthly basis no more than twenty (20) calendar days after the end of the month to detail advertising performance. The Department will review, ask questions and/or provide feedback to the Contractor within five (5) calendar days. The Contractor will submit the Monthly Final Analytic Report to the Contract Manager within five (5) calendar days. The report shall reflect the following information:

- a. Channel/Placement of the advertisement;
- b. The dates the advertisement was in effect;
- c. Target Audience to include demographic information and location;
- d. Impressions Contracted;
- e. Impressions Delivered;
- f. Cost per 1,000 impressions (CPM) of advertisements placed;
- g. Cost of agency/design/production fees;
- h. Total clicks;
- i. Click-through Rate (CTR);
- j. Demographic information, including how the ads performed for the target audience;
- k. Photographs and/or snapshots of advertisements placed, with at least one (1) example per version, per platform; and

- I. Added value provided by the vendor.

5.3 Final Evaluation Report

The prospective Contractor shall provide the Final Evaluation Report to the Contract Manager no more than twenty (20) business days after the end of the last day of campaign advertising to detail campaign performance. The Department will review, ask questions and/or provide feedback to the Contractor within five (5) calendar days. The Contractor will submit the Final Evaluation Report to the Contract Manager within five (5) calendar days. The report shall reflect the following information:

- a. Campaign summary to include a compilation of all final monthly analytic reports and drafted in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 5.2, Monthly Analytic Reporting.

**6. PERFORMANCE MEASURES**

The Department has developed the following Performance Measures which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose financial consequences and/or liquidated damages upon the Contractor for failure to comply with the performance measures as set forth in the chart below:

No.	Performance Measure
1.	The Contractor shall develop and maintain the Final Campaign Plan in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 4.1.
2.	The Contractor shall develop and produce the graphic design of advertising. Final advertisements (including all copy and graphics) approved by April 10, 2020.
3.	The Contractor shall develop and maintain the Campaign Evaluation Plan in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 4.3.
4.	The Contractor shall conduct weekly status updates held in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 5, Reporting.

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**7. DELIVERABLES**

The Contractor shall provide the deliverables required under the resulting contract in accordance with Table 1, Deliverable Schedule, below. All written deliverables, if applicable, must be approved, in writing, by the Department’s Contract Manager prior to use or dissemination. Deliverable due dates may be changed/extended upon prior, written approval of the Department.

<b>TABLE 2: DELIVERABLE SCHEDULE</b>			
<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Financial Consequence</b>
1.	Final Campaign Plan in accordance with Section 4.1.5.	15 days after contract execution	\$100 per day past due
2.	Final Evaluation Plan in accordance with Section 4.3.2.	20 days after contract execution	\$100 per day past due
3.	April Analytic Report in accordance with Section 5.2, Monthly Analytic Reporting.	May 30, 2020	\$100 per day past due
4.	May Analytic Report in accordance with Section 5.2, Monthly Analytic Reporting.	June 30, 2020	\$100 per day past due
5.	June Analytic Report in accordance with Section 5.2, Monthly Analytic Reporting.	July 30, 2020	\$100 per day past due
8.	Final Evaluation Report in accordance with Section 5.2, Monthly Analytic Reporting.	August 30, 2020	\$100 per day past due

**8. MATERIAL COMPLIANCE AND COMPATIBILITY**

It is the prospective Contractor’s responsibility to ensure that the materials and/or services supplied are compliant with the requirements, specifications, terms and conditions of this RFP and any Purchase Order issued by the Department. The acceptance of the Department’s Purchase Order, which is deemed to occur upon issuance of the Purchase Order in the state’s electronic e-procurement system, shall mean that the prospective Contractor agrees to deliver only those materials that are fully compliant and compatible with this RFP and the Purchase Order’s requirements, specifications, terms and conditions.

**9. INSPECTION AND ACCEPTANCE**

At time of delivery, the Department will inspect all materials and/or services delivered by the Contractor for this RFP. Delivery of the material and/or services does not constitute acceptance for the purposes of payment. Final acceptance and authorization of payment shall be given by the Department only after a thorough inspection indicates that the material and/or service meets the purchase requirements, specifications, terms and conditions, as more fully-described above.

**10. DELETIONS, ADDITIONS AND MODIFICATIONS**

At any time during the contract/purchase order term, the Department shall have the right to add or delete materials and/or services provided by the prospective Contractor.

Materials and/or services may be deleted at the sole discretion of the Department.

**11. FINANCIAL CONSEQUENCES AND LIQUIDATED DAMAGES**

Failure to provide the deliverables in accordance with ATTACHMENT B – SCOPE OF SERVICES, section 7, Deliverables, may result in the Department imposing financial consequences.

Except as otherwise stated, in the form of liquidated damages, the Department may impose up to \$500 per day for each incident in which the Contractor has failed to perform as specified in this scope document and the Contract, not to exceed \$5,000 per month.

**12. COMPENSATION:**

**12.1 Contract Amount**

This is a fixed price Contract not to exceed the total contract amount of \$200,000.00 and agency fees shall not exceed 10% of the overall budget.

**12.2 Contract Payment**

- a. The Department will pay the prospective Contractor upon the completion and acceptance of the deliverable(s) outlined in ATTACHMENT B – SCOPE OF SERVICES, section 7, Deliverables.
- b. Contract payments will be made in accordance with section 215.422, F.S., which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless solicitation specifications or the Contract or purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. (The applicable interest rate may be obtained by contacting the Department's Fiscal Section at 850-617-3300, or from the Department of Financial Services' website at [www.myfloridacfo.com/aadir/interest.htm](http://www.myfloridacfo.com/aadir/interest.htm).)

**12.3 Invoicing**

- a. The prospective Contractor shall submit properly completed invoice(s) to the Department's Contract Manager no later than forty-five (45) days after completion, written approval and acceptance of the deliverable(s) by the Department.
- b. The prospective Contractor must submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever

occurs last. Any payment due under the terms of this Contract may be withheld or, in the instance of underperformance, reduced in accordance with the amount of underperformance. Additionally, all applicable deliverables and invoices due from the Contractor as well as any necessary adjustments must be approved by the Department.

c. The invoice(s) shall include at a minimum:

- Supporting invoices;
- The time period in which deliverables were completed;
- Agency fees and/or production fees;
- The Contractor's invoice number;
- Invoice date; and,
- The Department's Contract/Purchase Order number.

d. All invoices for contractual services shall contain the following two statements.

The first statement shall have a line for the Contractor's signature and shall read:

*"All costs are true and valid costs assessed in accordance with the contract."*

The second statement shall have a signature line for the Department's Contract Manager and shall read:

*"All costs are true and valid costs incurred in accordance with the Contract and deliverables were received and accepted".*

e. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Contractor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

### **6. Audits and Records**

The Contractor shall:

- a. Maintain books, records, and documents (including electronic storage media) pertinent to performance in accordance with generally accepted accounting procedures and practices and in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Department.
- b. Ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel, when required.
- c. Cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- d. Maintain and file with the Department such progress, fiscal and other reports as the Department may require.
- e. Include each of the above-mentioned audit and record-keeping requirements in all approved subcontracts and assignments, if any.

### **7. Inspection of Records and Work Performed**

The State and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's and subcontractor's (if applicable) premises or other places where work related to the delivery of goods or services to the Department is performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the delivery of goods or services for a period of five (5) years after termination of the contract and any renewal term, if exercised, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

During any contract period, all records shall be available at the Contractor's office at all reasonable times. After the contract period and any renewal period, if exercised, and for five (5) years following, the records shall be available at the Contractor's chosen location subject to the approval of the Department. If the records need to be sent to the Department, the Contractor shall bear the expense of delivery.

Refusal by the Contractor to allow access to all records, documents, papers, letters, other materials, or on-site activities related to contract performance shall constitute a breach of the Contract. The right of the Department and its authorized representatives to perform inspections shall continue for as long as the Contractor is required to maintain records. The Contractor will be responsible for all storage fees associated with the records maintained.

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

### **8. Driver's Privacy Protection Act (DPPA)**

The Contractor shall access, use and maintain the confidentiality of all information received under or related to the contract in accordance with Chapter 119, F.S., and the Driver's Privacy Protection Act of 1994 (DPPA), 18 United States Code, Section 2721, if DPPA is applicable to Contractor's delivery of goods or services to the Department. Information obtained shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section, or laws mentioned in this section, may be subject to penalties as provided in Sections 119.10 and 775.083, F.S. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

If DPPA information is exchanged or otherwise received by Contractor under the contract, the Contractor agrees to the following:

- a. Such information will not be used for any unauthorized purposes. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- b. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- c. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- d. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained at all times in a current status by the Contractor.
- e. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained at all times in a current status by the Contractor.
- f. All access to the information must be monitored on an on-going basis by the Contractor. In addition, the Contractor must complete an annual audit to ensure proper and authorized use and dissemination.
- g. Procedures are or will be in place to ensure the confidentiality of the information exchanged will be maintained and all information will be accessed and utilized in accordance with the appropriate exceptions outlined in Driver's Privacy Protection Act Exception(s).

### **9. Insurance**

The Contractor agrees that work related to the delivery of goods or services to the Department will not commence until Contractor has obtained all of the below-described types of insurance and proof-of-insurance has been submitted to and approved by the



## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

Department. Further, Contractor agrees that it will not permit any subcontractor, as applicable, to commence work until the same or similar insurance required of the Contractor has been so obtained by the subcontractor and approved by the Department.

- a. All insurance policies shall be with insurers licensed or eligible to transact business in the state of Florida.
- b. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's contractual liability and obligations to the Department.
- c. The Contractor's current certificate of insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days' written notice. The insurance company shall provide thirty (30) days' written notice of cancellation to the Department's Contract Manager, as well as to the Contractor.
- d. Contractor shall maintain for itself and any subcontractors, as applicable, the following insurance at its own expense during the entire contract term, including any renewals or extensions, thereof:
  - i. Workers' Compensation Insurance

Workers' Compensation Insurance shall cover all Contractor employees connected with the delivery of goods or services and, in case any work is sublet, the Contractor must require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with Chapter 440, F.S., entitled "Workers' Compensation Law." In case any class of employees engaged in hazardous work under the Contract at any site at which services or work is performed is not protected under the Workers' Compensation statute, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

- ii. Public Liability and Property Damage Insurance

Commercial insurance shall be of such a type and with such terms and limits as may be reasonably associated with the nature, extent, and scope of the Contract.

- e. Contractor shall be solely responsible for determining the adequacy and appropriateness of its insurance coverage. Failure to obtain or maintain appropriate insurance as required shall be considered a breach of contract.
  - f. Loss Deductible Clause

The Department shall be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

of such deductible shall be the sole responsibility of the Contractor (or subcontractor) providing such insurance.

### **10. Assignments and Subcontracts**

Contractor shall not assign any contractual responsibility or obligation to another party nor subcontract any work without prior written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in the Contract. All such assignments or subcontracts shall be subject to the conditions of the Contract and to any conditions of approval that the Department deems necessary at the time.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by the Contract enthusiastically embrace diversity. 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 contractors who may be considered for subcontracting opportunities.

### **11. Employment**

Contractor shall comply with Section 274A (e), of the Immigration and Nationality Act, 8 United States Code, Section 1324a. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of this Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations related to the delivery of goods or services to the Department.

### **12. Work Authorization Program**

The Immigration Reform and Control Act of 1986, S. 1200; Pub. L. 99-603; 100 Stat. 3359, prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Contractor during the contract term and shall also include a requirement in its subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services related to the Contract.

### **13. Conflict of Interest**

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

### **14. No Third-Party Beneficiaries**

All contractual documents are executed or issued (in the case of purchase orders) for the benefit of the named parties only. Except as otherwise expressly provided herein, neither the Contract, nor any amendment, addendum or exhibit attached thereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory thereto or expressly named therein.

### **15. Reservation of Rights**

The Department reserves the exclusive right to make certain determinations regarding the specifications or service requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights in a contractual document does not mean that any provision regarding the specifications to be met or services to be performed is subject to mutual agreement. The Department reserves the right to make all determinations exclusively that it deems are necessary to protect the best interests of the state of Florida.

### **16. Additions/Deletions/Substitutions**

The Department reserves the right to add, delete, or substitute goods or services at prices submitted in response to the solicitation or the Contractor's current price at the time the goods or services are added, deleted, or substituted, whichever pricing is lower. Substitutions or additions of goods or services not offered within the Contractor's response to the solicitation shall be within the general scope of service delivery, at mutually agreed and stated prices, and accepted in writing by both parties, with terms and conditions specific to the added or substituted goods or services clearly stated.

### **17. Terms and Conditions**

No other contractual terms and conditions shall apply except as stated in the solicitation or in the Contract, including any documents attached to a purchase order. In the event of a conflict, the Contract shall prevail including over the solicitation and any and all Contractor-issued documents, such as written responses, quotes, licensing agreements, order forms, or additional terms and conditions.

### **18. Termination and Cancellation**

#### **a. Termination at Will**

The Department may terminate the Contract, in whole or in part, by thirty (30) days' written notice to the Contractor, if the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor must not furnish any products or services, as applicable, after it receives the notice of termination, except as necessary to complete any portion of the Contract not terminated, if any. The Contractor is not entitled to recover any cancellation charges or lost profits that may be imposed or occur because of termination.

## ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

b. Termination Because of Lack of Funds

In the event funds to finance the Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

c. Cancellation by the Department

In addition to any other remedies that may be available by law, the Department may unilaterally cancel the Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

- i. **The Contractor has refused to allow public access to any document, paper, letter, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), F.S.;**
- ii. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
- iii. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

In the event of cancellation under this subsection, notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

d. Termination for Cause

The Department may terminate the Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; or (5) if the Contractor is found to have submitted a false certification in regard to, or is placed on any of the lists referenced in, Section E., Additional Documents/Requirements, sub-section 4., Scrutinized Companies and Prohibited Business Activities of this solicitation. Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery or performance schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Department.

In addition, waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract.

The rights and remedies of the Department under this clause are in addition to any other rights and remedies provided by law or under the Contract, including as to damages.

e. Termination by Mutual Agreement

The parties may mutually agree to terminate the Contract or any part of the Contract on an agreed date prior to the end of the Contract term without penalty to either party. Any such termination shall be agreed upon in writing.

f. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department or as otherwise stated in the Contract, the Contractor shall:

- i. Discontinue work under the Contract on the date, and to the extent specified, in the notice;
- ii. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated or cancelled;
- iii. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
- iv. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract, which is in the possession of the Contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination or cancellation of the Contract, the Contractor must transfer, assign, and make available to the Department all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and must make available to the Department all written information regarding the

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

performance of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment must assume the obligations of the Contractor, if any, on all non-cancelable contracts with third parties.

Upon termination of the Contract by the Department, the Contractor must be deemed to have released and relinquished to the Department any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

### **19. Requirements of Chapter 119, F.S. (Public Records Law)**

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of the Contract:

- a. Keep and maintain public records required by the Department to perform the service.
- b. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department.
- d. 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 records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.
- e. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), F.S., in the event the Contractor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

**FLHSMV RFP-002-20, Attachment C, Page 10 of 15**

**ATTACHMENT C  
ADDITIONAL TERMS AND CONDITIONS**

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.**

**20. Security and Fraud Prevention**

If the Contract is for the provision of a solution that involves software systems, data, and/or installation of equipment, the Contractor shall identify and ensure optimal security protection for any electronic solution and related equipment installed in accordance with the Contract. The Contractor's system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure that a device, data, or function is accessible only by authorized users and processes. The Contractor shall coordinate with the Department's Enterprise Security Management Office to conduct vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production. The method, tools, and processes utilized for vulnerability scanning must be pre-approved by the Department's Enterprise Security Management Office.

The Contractor shall certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the contract term:

- a. A data protection and privacy policy is in place and updated, as required, that, at a minimum, complies with Rule 74-2, F.A.C. (Information Technology Security);
- b. A security policy for monitoring and detection of security events and fraud detection/prevention is established and updated, as required;
- c. Incident response capability is in place that notifies the Department of a breach, or suspected breach, including forensics evidence in the event of a data breach;
- d. Security protocols are established and updated, as required, for protection of backup media;
- e. A documented methodology for establishing and maintaining user access controls is in place and updated, as required; and
- f. The Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department, to protect and secure data at rest and in transit.

## ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

In the event this section conflicts with a provision of the solicitation addressing Contractor system and security requirements, the provision providing the most comprehensive and best system and/or security protection for the state and the Department shall prevail.

### 21. **Civil Rights Requirements**

The Contractor shall comply with all federal anti-discrimination laws, as applicable, which may include, but not be limited to Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., and the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.

### 22. **Discriminatory Vendors List**

Pursuant to subsections 287.134(2) and (3), F.S., an entity or affiliate who has been placed on the state of Florida, Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services 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.

### 23. **Requirements of Section 287.058, F.S.**

The Contractor agrees to comply with the following requirements of section 287.058, F.S.:

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, bills for any travel expenses shall be submitted in accordance with section 112.061, F.S. The Department may establish rates lower than the maximum provided in section 112.061, F.S.
3. All deliverables shall be directly related to the scope of services of this Contract and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be provided as specified in the **Scope of Services** and shall be received and accepted in writing by the Contract Manager prior to payment.
4. The Contractor shall meet all criteria, as specified in the **Scope of Services**, and as stated herein, and the final dates by which such criteria must be met for completion of the Contract.

### 24. **Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software**

The Contractor shall comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:



## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

1. The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any violation of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article.
2. The Department shall provide prompt written notification of a claim of copyright or patent infringement and shall afford the Contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Contractor may, at its option and expense procure for the Department the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by the Department).
3. If the Contractor brings to the performance of this Contract a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright, unless this Contract provides otherwise.
4. If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Contractor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Contractor knows, or should know, could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Department is to have patent rights or copyrights shall be marked and dated by the Contractor in such a manner as to preserve and protect the legal rights of the Department.
6. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the

## **ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS**

same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

7. The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract.
8. The computer programs, materials and other information furnished by the Department to the Contractor hereunder shall be and remain the sole and exclusive property of the Department, free from any claim or right of retention by or on behalf of the Contractor. The services and products listed in this Contract shall become the property of the Department upon the Contractor's performance and delivery thereof. The Contractor hereby acknowledges that said computer programs, materials and other information provided by the Department to the Contractor hereunder, together with the products delivered and services performed by the Contractor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Contractor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Contractor first demonstrating to the Department's satisfaction that such information, in part or in whole, (1) was already known to the Contractor prior to its receipt from the Department; (2) became known to the Contractor from a source other than the Department; or (3) has been disclosed by the Department to third parties without restriction, the Contractor shall be free to use and disclose same without restriction. Upon completion of the Contractor's performance or otherwise cancellation or termination of this Contract, the Contractor shall surrender and deliver to the Department, freely and voluntarily, all of the above-described information remaining in the Contractor's possession.
9. The Contractor warrants that all materials produced hereunder will be of original development by the Contractor and will be specifically developed for the fulfillment of this Contract and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the Department harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
10. All data, records, metadata, data models, ETL scripts, aggregations, summaries, calculations or derivatives of data and reports relating to the Department and its partners, made in the course of performing the services, shall be treated by the Contractor and its subcontractors as the exclusive property of the Department and/or the state of Florida. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to the Department's data, including any copyrights or other intellectual property rights to the same. The Contractor may not reuse, resell, distribute, aggregate or analyze Department data without the express permission of the Department.

The furnishing of such records, or access to such items by, the Contractor and its subcontractors, shall not grant any express or implied interest in or license to or cost to the Contractor and its subcontractors relating to such records other than as is

**ATTACHMENT C**  
**ADDITIONAL TERMS AND CONDITIONS**

necessary to perform and provide the services to the Department. Upon request by Department at any time, the Contractor and its subcontractors shall promptly deliver to Department requested records (including actual data sets) in an electronic format as requested by the Department as exists on the date of the request by Department.

11. The Department shall have the ability to create, edit, modify, share and restrict access to the data. The Department shall have the ability to assign, share or surrender all these privileges to a third party. The Department claims the possession and copyrights to such data to ensure control and ability to take legal action if our ownership is illegitimately breached by an internal or external entity.
12. The terms and conditions specified in this section shall also apply to any subcontract made under this Contract. The Contractor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

**25. Department of State Licensing Requirements**

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

**ATTACHMENT D  
RESPONDENT INFORMATION FORM**

Solicitation Number: FLHSMV-RFP-002-20 Digital Advertising for FHP Recruitment Campaign		
Please ensure the information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: <a href="#">Florida Vendor Information Portal</a> . DO NOT CHANGE THE FORMAT OF THIS FORM.		
RESPONDENT NAME:		
RESPONDENT FEID NO.:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
RESPONDENT'S WEBSITE:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
	Solicitation Contact Person	Contract Manager*
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		

\*The individual who will be responsible for overall contract compliance on behalf of the Contractor.

**ATTACHMENT E  
PAST PERFORMANCE - CLIENT REFERENCES**

In the spaces provided below, the Respondent shall list all business names under which it has operated during the past three (3) years.

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On **pages 2-7** of this attachment, the respondent shall provide the information indicated for **three (3) separate, notarized, non-FLHSMV (Department of Highway Safety and Motor Vehicles) client references.**

Client references will be utilized for the purposes set forth in Section 4.2.2, Past Performance – Client References. Three (3) client references are requested to be submitted and failure to submit will result in the respondent being deemed non-responsive.

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## NON-FLHSMV CLIENT #1

**Contractor's Name:** \_\_\_\_\_

**Past Client's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Primary E-mail Address:** \_\_\_\_\_

**Alternate E-mail Address:** \_\_\_\_\_

**Contract Performance Period**

**(include a beginning (MM/DD/YY thru end date (MM/DD/YY))**

**Location of Services:** \_\_\_\_\_

The following shall be completed in writing and notarized by each client reference as indicated in RFP-002-20, Section 4.2.2, Past Performance – Client References.

**Brief overview of the services performed by the prospective contractor for this client:**

--

### EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

1. Indicate the services performed by the Contractor for your organization:	N/A
<b>RATING SCALE: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b>	<b>Score</b>
2. How would you rate the contract implementation with this Contractor?  Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines?  Comments:	
4. How would you rate the Contractor's key staff, including the project/contract manager, and their ability to work with your organization?  Comments:	
5. How would you rate the functionality and performance of the product, system or solution provided to your organization by the Contractor?  Comments:	
6. How would you rate the Contractor's responsiveness to your communication with them and their overall ability to resolve issues?  Comments:	
7. Would you contract with this Contractor again?  Comments:	<b>Yes = 5; No = 0</b>
<b>Total Score:</b>	

**Client #1**

Notary-

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One]  Personally Known OR  Produced the following I.D. \_\_\_\_\_

Vendor Name: \_\_\_\_\_ FEIN# \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

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

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

Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ E-mail: \_\_\_\_\_

**CORPORATE SEAL (IF APPLICABLE)**

## NON-FLHSMV CLIENT #2

**Contractor's Name:** \_\_\_\_\_

**Past Client's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Primary E-mail Address:** \_\_\_\_\_

**Alternate E-mail Address:** \_\_\_\_\_

**Contract Performance Period**

**(include a beginning (MM/DD/YY thru end date (MM/DD/YY))**

**Location of Services:** \_\_\_\_\_

The following shall be completed in writing and notarized by each client reference as indicated in RFP-002-20, Section 4.2.2, Past Performance – Client References.

**Brief overview of the services performed by the prospective contractor for this client:**

--

### EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

2. Indicate the services performed by the Contractor for your organization:	N/A
<b>RATING SCALE: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b>	<b>Score</b>
2. How would you rate the contract implementation with this Contractor? Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines? Comments:	
4. How would you rate the Contractor's key staff, including the project/contract manager, and their ability to work with your organization? Comments:	
5. How would you rate the functionality and performance of the product, system or solution provided to your organization by the Contractor? Comments:	
6. How would you rate the Contractor's responsiveness to your communication with them and their overall ability to resolve issues? Comments:	
7. Would you contract with this Contractor again? Comments:	<b>Yes = 5; No = 0</b>
<b>Total Score:</b>	



**Client #2**

Notary-

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] \_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced the following I.D. \_\_\_\_\_

Vendor Name: \_\_\_\_\_ FEIN# \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

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

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

Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ E-mail: \_\_\_\_\_

**CORPORATE SEAL (IF APPLICABLE)**

**NON-FLHSMV CLIENT #3**

**Contractor's Name:** \_\_\_\_\_

**Past Client's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Primary E-mail Address:** \_\_\_\_\_ **Alternate E-mail Address:** \_\_\_\_\_

**Contract Performance Period**  
**(include a beginning (MM/DD/YY thru end date (MM/DD/YY))**

**Location of Services:** \_\_\_\_\_

The following shall be completed in writing and notarized by each client reference as indicated in RFP-002-20, Section 4.2.2, Past Performance – Client References.

**Brief overview of the services performed by the prospective contractor for this client:**

--

**EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE**

3. Indicate the services performed by the Contractor for your organization:	N/A
<b>RATING SCALE: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b>	<b>Score</b>
2. How would you rate the contract implementation with this Contractor?  Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines?  Comments:	
4. How would you rate the Contractor's key staff, including the project/contract manager, and their ability to work with your organization?  Comments:	
5. How would you rate the functionality and performance of the product, system or solution provided to your organization by the Contractor?  Comments:	
6. How would you rate the Contractor's responsiveness to your communication with them and their overall ability to resolve issues?  Comments:	
7. Would you contract with this Contractor again?  Comments:	<b>Yes = 5; No = 0</b>
<b>Total Score:</b>	

**Client #3**

Notary-

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] \_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced the following I.D. \_\_\_\_\_

Vendor Name: \_\_\_\_\_ FEIN# \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

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

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

Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ E-mail: \_\_\_\_\_

**CORPORATE SEAL (IF APPLICABLE)**

**ATTACHMENT F - PRICE SHEET  
FLHSMV-RFP-002-20**

Please refer to the solicitation, subsection 4.2.3, when completing the price sheet. Each cell of the price sheet, including the renewal costs, must be completed and the certification signed below for a bid to be considered responsive. Required minimum platforms listed should also be reflected in the Campaign Budget Breakdown along with any other platform recommended by the Vendor.

PLATFORM	COST PER 1,000 IMPRESSIONS (CPM)	COST PER UNIT	COST PER UNIT (Renewal)
<b>Statewide - English</b>			
Google	CPM	\$	\$
Facebook	CPM	\$	\$
Twitter	CPM	\$	\$
<b>Statewide - Spanish</b>			
Google	CPM	\$	\$
Facebook	CPM	\$	\$
Twitter	CPM	\$	\$
<b>Out of State - English</b>			
Google	CPM	\$	\$
Facebook	CPM	\$	\$
Twitter	CPM	\$	\$
<b>Out of State - Spanish</b>			
Google	CPM	\$	\$
Facebook	CPM	\$	\$
Twitter	CPM	\$	\$
<b>Subtotal of Minimum Platforms</b>		\$	
<i>Overall Agency Fee (Shall not exceed 10% of the overall budget)</i>		%	%
<b>Additional Fees</b>			
<i>Overall Production/Design Fee</i>		%	%

*Platforms listed are the minimum number of required platforms the department is seeking for this solicitation. Platforms listed in ATTACHMENT F – PRICE SHEET should be reflected within the Campaign Budget Breakdown as required in ATTACHMENT B – SCOPE OF SERVICES, section 4.1, but may not necessarily represent the full scope of advertising platforms submitted as part of the Campaign Budget Breakdown within the FHP Recruitment Campaign Advertising Plan.*

“By signature below, I hereby certify that I am qualified to and do hereby bind the company named below to the prices on this price sheet.”

Respondent's Company Name:	_____		
Address:	_____		
City:	State:	Zip:	
Authorized Signature:	_____		
Printed Name and Title:	_____		
Date:	Telephone: _____		

**ATTACHMENT G  
REQUIRED CERTIFICATIONS**

**Acceptance of Contract Terms and Conditions**

I hereby certify that should my company be awarded a contract resulting from this RFP, my company accepts and agrees to comply with all terms and conditions specified in this RFP and contained in the Department's awarded Contract.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Organizational Conflict of Interest Certification**

I hereby certify that, to the best of my knowledge, my company and its subcontractors (if applicable), subsidiaries and partners, have no existing relationship or financial interest, and are not engaged in any other activity, which creates any actual or potential organizational conflicts of interest with any organization relating to the award of a contract resulting from this RFP, and must comply with section 287.057(17)(a)1, F.S.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**NOTE:**

**FAILURE TO SUBMIT ATTACHMENT G, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT G WITH ANY QUALIFYING LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A RESPONDENT'S REPLY.**

**ATTACHMENT H  
CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

Contractor Name: _____
Contractor FEIN: _____ - _____
Contractor's Authorized Representative Name: _____
Contractor's Authorized Representative Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Pursuant to subsection 287.135(5), Florida Statutes, a company must certify its compliance with the requirements of that statute at the time of submitting a response for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), Florida Statutes, please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

**For procurement/contract valued at less than \$1,000,000**

I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel.

**For procurement/contract valued at \$1,000,000 or more**

I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), Florida Statutes.

Certified By: _____,
who is authorized to sign on behalf of the above-referenced company.
Please print the Authorized Signer's Name and Title below:
_____

**ATTACHMENT I  
EVALUATION CRITERIA**

**1. Review of Mandatory Criteria**

The Bureau of Purchasing and Contracts (BPC) will review proposals submitted in response to this RFP for compliance with the mandatory criteria, below. Proposals failing to comply with any mandatory criterion will be deemed non-responsive and will not be considered for evaluation. The questions (which will be reproduced on a separate review sheet) that will be used by the BPC to determine whether proposals are “responsive” or “non-responsive,” are shown in the below table.

**If the answer to any of the questions in the table below falls into the “No” column, the proposal will be designated as “non-responsive” and will not be considered for evaluation.**

<b>QUESTIONS</b>		<b>YES</b>	<b>NO</b>
1.	Does the proposal include ATTACHMENT D, RESPONDENT INFORMATION FORM <b>(with the original proposal only)</b> as required in Section 4.2, Mandatory Submission Requirements, subsection 4.2.1, Respondent Information Form?		
2.	Does the proposal include ATTACHMENT E, PAST PERFORMANCE - CLIENT REFERENCES <b>(with the original proposal only)</b> , as required in Section 4.2, Mandatory Submission Requirements, subsection 4.2.2, Past Performance – Client References?		
3.	Does the proposal include a <b>signed</b> ATTACHMENT F, PRICE SHEET <b>(with the original proposal only)</b> , as required in Section 4.2, Mandatory Submission Requirements, subsection 4.2.3, Price Sheet?		
4.	Does the proposal include a <b>signed</b> ATTACHMENT G, REQUIRED CERTIFICATIONS, <b>(with the original proposal only)</b> , as required in Section 4.2, Mandatory Submission Requirements, subsection 4.2.4, Required Certifications?		
5.	Does the proposal include all components of the technical response, as required in Section 4.2, Mandatory Submission Requirements, subsection 4.2.5, Technical Response?		
6.	Does the proposal include three (3) previous marketing samples, as required in Section 4.2, Mandatory Submission Requirements, subsection 4.2.6, Previous Marketing Samples?		

**ATTACHMENT I  
EVALUATION CRITERIA**

**2. Evaluation Criteria**

A prospective Contractor<sup>1</sup> whose proposal meets all mandatory requirements of this RFP will be evaluated as described in this attachment.

The Department will review and evaluate each responsive and responsible Respondent's response and award points based on the following criteria:

Evaluation Criteria	Possible Points
Pricing	300
Technical Response	700
Previous Marketing Samples	200
<b>Total Possible Final Score</b>	<b>1,200</b>

In the example below, there are four (4) evaluators and four (4) respondents. The Department will add together the Respondent's Pricing Score, Technical Response Score, and Previous Marketing Samples Score to calculate the Respondent's Final Score:

**RESPONDENT'S FINAL SCORE SCORING EXAMPLE:**

**(NOTE: The scoring example provided below is instructional only and does not represent actual points to be awarded.)**

Respondent	Pricing Points	Technical Response Points	Previous Marketing Samples Points	Respondent's Final Score
Respondent 2	216.67	680	180	<b>1,077</b>
Respondent 3	235	665	165	<b>1,065</b>
Respondent 1	200	675	175	<b>1,050</b>
Respondent 4	158.33	655	155	<b>968</b>

The Final Scores will be rounded to the nearest whole number and will be arranged by the Department from highest to lowest. The Department intends contract with the Respondent who received the top Final Score.

**2.1 PRICING EVALUATION SCORING**

The Department will review each responsive and responsible Respondent's submitted Price Sheet, Attachment F, and award points, based on the following:

Pricing Evaluation Criteria	Points Possible
Subtotal of Mandatory Platforms	200
Overall Agency Fees	100
<b>Total Points</b>	<b>300</b>

<sup>1</sup> The terms "prospective contractor," "responsive contractor," "responsive proposer," "contractor," "vendor", "respondent" and "proposer" are used herein interchangeably. In all instances, "proposer" refers to the business or individual submitting a proposal to the Department.



**ATTACHMENT I  
EVALUATION CRITERIA**

**Section 1. – The Subtotal of Mandatory Platforms during the original Contract Term:** The Respondent submitting the lowest price will automatically receive the maximum points of 200 points.

The remaining Respondents will receive a percentage of the maximum points using the formula below, starting with the Respondent submitting the next lowest Subtotal of Mandatory Platforms Price. Pricing will be rounded to the nearest hundredth decimal. This process continues until each proposed Subtotal of Mandatory Platforms Price has been calculated for each Respondent using the below formulas.

**SCORING EXAMPLE:**

The Scoring Example provided below is instructional only and does not represent actual points to be awarded. In this example, rounding was utilized for ease of reference. Points are also not calculated using any weighting.

**Section 1 – Subtotal of Mandatory Platforms:**

In this example there are four (4) respondents each submitting a *Subtotal of Mandatory Platforms Price* as indicated below:

Respondent	Price
Respondent 1	\$ 100,000
Respondent 2	\$ 150,000
Respondent 3	\$ 125,000
Respondent 4	\$ 120,000

In this example table, Respondent 1 submitted the lowest *Subtotal of Mandatory Platforms Price*, therefore, Respondent 1 would receive the 200 maximum points. Utilizing the following formula, the next lowest Price (submitted by Respondent 4) would be as follows:

$$\frac{\$100,000}{\$120,000} = 83\% \text{ (or } 0.83) \times 200 = 166.67$$

**Section 2. – Overall Agency Fees during the original Contract Term:** Points for the Overall Agency Fees percentage will be applied as indicated in the table below.

Percentage Range	Points Possible
0-2 %	100 points
3-4 %	75 points
5-6 %	50 points
7-8 %	25 points
9-10 %	0 points

**SCORING EXAMPLE:**

The Scoring Example provided below is instructional only and does not represent actual points to be awarded. In this example, rounding was utilized for ease of reference. Points are also not calculated using any weighting.

**ATTACHMENT I  
EVALUATION CRITERIA**

**Section 2 – Subtotal of Additional Fees:**

In this example, the four (4) respondents submitted their Overall Agency Fees (%) and were applied points as indicated below:

<b>Respondent</b>	<b>Overall Agency Fees %</b>	<b>Points Applied</b>
Respondent 1	9%	0 points
Respondent 2	5%	50 points
Respondent 3	3%	75 points
Respondent 4	7%	25 points

**Total Price Evaluation Score:**

Each Respondent's *Subtotal of Mandatory Platforms Price Points* and their *Subtotal of Overall Agency Fees Points* would be added together to determine Each Respondent's Total Price Evaluation Score as follows:

<b>Respondent</b>	<b>Price Points</b>	<b>Overall Agency Fees Points</b>	<b>Total Price Evaluation Score</b>
Respondent 1	200	0	200
Respondent 2	166.67	50	216.67
Respondent 3	160	75	235
Respondent 4	133.33	25	158.33

**2.2 TECHNICAL RESPONSE EVALUATION SCORING**

Each responsive and responsible Respondent's response will be independently evaluated based on the criteria and points scale below. Each Response will be evaluated and scored by at least three (4) evaluators, who collectively have experience and knowledge in the requirements as outlined in this solicitation.

The scoring tabulation table below will be used to tabulate points for the Technical portion of a responsive and responsible Respondent's Response.

<b>TECHNICAL RESPONSE SCORING</b>	
<b>Technical Evaluation Criteria</b>	<b>Maximum Points Possible</b>
1. <b>Table of Contents</b>	N/A
1. <b>Executive Summary</b>	N/A
2. <b>Campaign Advertising Plan</b>	400
3. <b>Production and Graphic Design Plan</b>	200
4. <b>Campaign Evaluation Plan</b>	100
<b>TECHNICAL RESPONSE – TOTAL POSSIBLE POINTS</b>	<b>700</b>

**ATTACHMENT I  
EVALUATION CRITERIA**

The evaluator scores for each respondent’s Technical Response will be averaged to determine the Respondent’s Final Technical Response Points. Final Technical Response Points will be rounded to the nearest whole number.

**SCORING EXAMPLE:**

(NOTE: The scoring example provided below is instructional only and does not represent actual points to be awarded.)

In the example below, there are four (4) evaluators and four (4) respondents. The Technical Response scores in this example were calculated based on the points earned by each respondent for their Technical Response, as scored by members of the evaluation team. The individual evaluators’ scores for each Respondent were averaged together to calculate the Respondent’s Final Technical Response Points.

<b>TECHNICAL RESPONSE CALCULATION</b>					
<b>Respondent</b>	<b>Evaluator A’s Scores</b>	<b>Evaluator B’s Scores</b>	<b>Evaluator C’s Scores</b>	<b>Evaluator D’s Scores</b>	<b>Technical Response Scores</b>
Respondent 1	680	660	690	670	<b>675</b>
Respondent 2	660	685	675	700	<b>680</b>
Respondent 3	680	670	660	650	<b>665</b>
Respondent 4	670	650	640	660	<b>655</b>

**2.2.1 CAMPAIGN ADVERTISING PLAN**

As described in the solicitation, Section 4.2.6, Technical Response, the Respondent’s Campaign Advertising Plan will be evaluated and awarded points based on the following point structure **(400 total possible points)**:

<b>Possible Points</b>	<b>Scoring Criteria</b>
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
100	The component is below average. It met some of the minimum requirements but did not address all elements requested.
200	The component is average and met the minimum requirements with minimum detail.
300	The component is above average. It exceeded the minimum requirements and provided good detail.
400	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

**2.2.2 PRODUCTION AND GRAPHIC DESIGN PLAN**

As described in the solicitation, Section 4.2.6, Technical Response, the Respondent’s Production and Graphic Design Plan will be evaluated and

**ATTACHMENT I  
EVALUATION CRITERIA**

awarded points based on the following point structure **(200 total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
50	The component is below average. It met some of the minimum requirements but did not address all elements requested.
100	The component is average and met the minimum requirements with minimum detail.
150	The component is above average. It exceeded the minimum requirements and provided good detail.
200	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

**2.2.3 CAMPAIGN EVALUATION PLAN**

As described in the solicitation, Section 4.2.6, Technical Response, the Respondent’s Campaign Evaluation Plan will be evaluated and awarded points based on the following point structure **(100 total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
25	The component is below average. It met some of the minimum requirements but did not address all elements requested.
50	The component is average and met the minimum requirements with minimum detail.
75	The component is above average. It exceeded the minimum requirements and provided good detail.
100	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

**2.3 PREVIOUS MARKETING CAMPAIGN SAMPLES**

Each responsive and responsible Respondent’s response will be independently evaluated based on the criteria and points scale below. Each response will be evaluated and scored by at least four (4) evaluators, who collectively have experience and knowledge in the requirements as outlined in this solicitation, Section 4.2.7, Previous Marketing Samples.

The evaluator scores for each respondent’s previous marketing campaign samples will be averaged to determine the Respondent’s final previous marketing campaign samples points **(200 total points possible)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.

**ATTACHMENT I  
EVALUATION CRITERIA**

50	The component is below average. It met some of the minimum requirements but did not address all elements requested.
100	The component is average and met the minimum requirements with minimum detail.
150	The component is above average. It exceeded the minimum requirements and provided good detail.
200	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

**SCORING EXAMPLE:**

**(NOTE: The scoring example provided below is instructional only and does not represent actual points to be awarded.)**

In the example below, there are four (4) evaluators and four (4) respondents. The scores in this example were calculated based on the points earned by each respondent for their previous marketing campaign samples, as scored by members of the evaluation team. The individual evaluators' scores for each Respondent were averaged together to calculate the Respondent's Previous Marketing Campaign Samples Points.

Previous Marketing Campaign Samples Calculation					
Respondent	Evaluator A's Scores	Evaluator B's Scores	Evaluator C's Scores	Evaluator D's Scores	Technical Response Scores
Respondent 1	180	160	190	170	<b>175</b>
Respondent 2	160	185	175	200	<b>180</b>
Respondent 3	180	170	160	150	<b>165</b>
Respondent 4	170	150	140	160	<b>155</b>