

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT-17/18-8002-WS

**MARKETING AND PUBLIC RELATIONS AGENCY SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

ADVERTISEMENT
INVITATION TO BID
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE

Sealed Invitation to Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Monday, February 26, 2018**, for the following project:

BID NO.: RFP-DOT-17/18-8002-WS
MARKETING AND PUBLIC RELATIONS AGENCY SERVICES

SCOPE OF SERVICES: The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") under this Agreement seeks to retain the services of one or more full service advertising agencies for a range of services to include, but not limited to, communications planning and implementation, marketing and advertising services, marketing and media research, media planning and placement, creative services, preparation of related media communications and collateral materials, preparation of audio/video presentations and project planning coordination and implementation, public relations, and other related services. Work efforts may include the development of marketing plans for SunPass branding, express lanes, and the Department's retail program.

Vendor's Qualifications

General

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

Qualifications of Key Personnel

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

Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

Licensed to Conduct Business in the State of Florida

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

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

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

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

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the timeline of the attached solicitation, with agendas for the public meetings.

MFMP Transaction Fee:

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (0.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. A vendor on either Scrutinized List may not bid on, submit a proposal for, or enter into or renew a contract for commodities and/or contractual services of \$1 million or more.

Title VI of the Civil Rights Act of 1964

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order

12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INSPECTOR GENERAL

The Contractor/Consultant/Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

HOW TO APPLY: Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by copying the link below into your browser:

http://www.myflorida.com/apps/vbs!/vbs_www.search_r2.matching_ads

The Department reserves the right to reject any or all bids.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (407) 264-3400 OR E-MAIL TO Windy Spatafora at windy.spatafora@dot.state.fl.us

Bid Number: RFP-DOT-17/18-8002-WS

Title: MARKETING AND PUBLIC RELATIONS AGENCY SERVICES

Bid Due Date & Time (On or Before): Wednesday, February 28, 2018 2:30pm

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (407) 264-3058, or e-mail to windy.spatafora@dot.state.fl.us.

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

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: Windy Spatafora (407) 264-3400, or e-mail to windy.spatafora@dot.state.fl.us.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



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FLORIDA'S TURNPIKE ENTERPRISE**

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**State of Florida
Department of Transportation**



**REQUEST FOR PROPOSAL
MARKETING AND PUBLIC RELATIONS AGENCY SERVICES**

RFP-DOT-17/18-8002-WS

**DIRECT ADMINISTRATIVE AND
TECHNICAL QUESTIONS TO:**

Email: windy.spatafora@dot.state.fl.us

Phone: (407) 264-3400

SUBMIT SEALED BIDS REGULAR MAIL TO:

Windy Spatafora, CPPB, FCCN, FCCM

Florida Department of Transportation

Florida's Turnpike Enterprise

P.O. Box 613069

Ocoee, FL 34761-3069

**SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR
HAND DELIVERY TO:**

Windy Spatafora, CPPB, FCCN, FCCM

Florida's Turnpike Enterprise MP 263

Turkey Lake Service Plaza, Bldg 5315

Ocoee, FL 34761-3069

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, Florida's Turnpike Enterprise, hereinafter referred to as the "Department," requests written proposals from qualified proposers to provide full service advertising services, to include but not limited to, communications planning and implementation, marketing and advertising services, marketing and media research, media planning and placement, creative services, preparation of related media communications and collateral materials, preparation of audio/video presentations and project planning coordination and implementation, public relations, and other related services. It is anticipated that the term of the contract will begin on or around April 30, 2018 and be effective for five (5) years.

The Department intends to award this contract to a maximum of two (2) responsive and responsible Proposers whose proposals are determined to be the most advantageous to the Department. After the award, said Proposers will be referred to as the "Vendor." For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

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

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	02/12/2018	5:00PM
TECHNICAL PROPOSALS DUE, ON OR BEFORE - Florida's Turnpike Headquarters, MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999	02/26/2018	2:30PM
PUBLIC OPENING (Technical Proposal)* Florida's Turnpike Headquarters, MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761	02/26/2018	2:30PM
SHORTLIST POSTING [Maximum of six (6) firms] Vendor Bid System	03/08/2018 03/13/2018	5:00 PM through 5:00 PM
ORAL PRESENTATIONS (Shortlisted Firms)	03/22/2018 & 03/23/2018	TBA
PRICE PROPOSALS DUE, ON OR BEFORE - Florida's Turnpike Headquarters, MP 263 Turkey Lake Service Plaza, Bldg. 5315	03/28/2018	2:30PM

Ocoee, Florida 34761
(407) 532-3999

PUBLIC OPENING (Price Proposal)** Florida's Turnpike Headquarters, MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761	03/28/2018	2:30PM
POSTING OF INTENDED AWARD Vendor Bid System	04/03/2018 04/06/2018	5:00PM through 5:00PM

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)*

Agenda for Public Opening of Technical Proposals for RFP-DOT-17/18-8002-WS

Starting Time: see "Timeline" in RFP solicitation

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

Agenda – Public Opening (Price Proposals)**

Agenda for Public Opening of Price Proposals for RFP-DOT-17/18-8002-WS

Starting Time: see "Timeline" in RFP solicitation

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

4) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

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

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14.

The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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

3) QUESTIONS & ANSWERS

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Windy Spatafora at windy.spatafora@dot.state.fl.us. Florida's Turnpike Enterprise, P.O. Box 613069, Ocoee, FL 34764, Fax (407) 264-3058.

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3400.

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

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

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

5) DIVERSITY ACHIEVEMENT

ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21***, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and

will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used. To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

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

8) PRE-PROPOSAL CONFERENCE

A pre-proposal conference will NOT be held for this project.

9) QUALIFICATIONS

9.1 General

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

9.2 Qualifications of Key Personnel

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

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

9.4 Licensed to Conduct Business in the State of Florida

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

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

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Windy Spatafora, P.O. Box 613069, Ocoee, FL 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this contract.

(X) The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$1,000,000.00. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

Refer to Exhibit "B," Method of Compensation is attached hereto and made a part hereof.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

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

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the

bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) **UNAUTHORIZED ALIENS**

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

18) **SCRUTINIZED COMPANIES LISTS**

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

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

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

19) **RESERVATIONS**

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

20) **ADDITIONAL TERMS & CONDITIONS**

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

21) **RESPONSIVENESS OF PROPOSALS**

21.1 **Responsiveness of Proposals**

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

21.2 Multiple Proposals

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

21.3 Other Conditions

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

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

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

TECHNICAL PROPOSAL NUMBER RFP-DOT-17/18-8002-WS

All price proposals submitted shall be marked as follows:

PRICE PROPOSAL NUMBER RFP-DOT-17/18-8002-WS

22.2 Technical Proposal [One (1) Original, four (4) copies and one (1) electronic file] (Do not include price information in the technical proposal)

The Proposer must submit one (1) original, four (4) copies and one (1) electronic file of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal.

1. **Services & Activities:**

- Provide a letter of interest and an executive summary of your proposal.
- Provide a description of the nature of the Proposer's services and activities. Provide the year in which your company was formed. Note your company's history and expertise in the transportation and or tolling industries (if applicable). List the address from which the primary work on the contract would be performed and size of agency by headcount. List the number of full and part-time employees. Do not list any sub-contractors in this section.
- List any transportation and or tolling-related clients for whom you have provided services to in the United States during the past 5 years. If Proposer had no transportation and or tolling-related clients, list any clients in the public or private sectors that may be relative to this project. Provide dates of service and a brief description of service provided.

2. **Personnel/Management:**

- Identify those individuals on the Proposer's account team who will manage the contract work. Identify specific individuals who will be conducting day-to-day activities. Identify all personnel assigned to this account by position title. Include a description of the duties for each position title.
- Note who will be the contract manager and primary contact.

- For all individuals, please document overall experience, and include current resumes/biographies. Provide education, experience and expertise with pertinent information demonstrating qualifications for this RFP. Include length of time with agency, and length of time in any previous related positions. Do not exceed two pages per person.
- Include a detailed organizational chart for your entire organization, and an organizational chart for the management and personnel that will be assigned to this account, if applicable.

3. **Subcontractors:**

- Identify all proposed subcontractors and document which portions of service will be performed by subcontractors and their ability to perform the work. Additionally, Proposer should submit signed letters of commitment for all proposed subcontractors and resumes/biographies of proposed subcontractor's key personnel, including those conducting day to day activities. Resumes/biographies should detail education, experience, and key timeframes for all individuals on the account. Do not exceed two pages per person.

4. **Scope of Work:**

The Agency will be required to produce marketing materials and develop marketing concepts on an as-needed basis. For each of the following project areas, the Proposer should prove capability; describing strategies to be used and quality controls. Sufficient detail must be given and must include examples of past projects, ability to meet deadlines, and managerial experience. The Proposer should demonstrate knowledge and understanding of branding in a statewide marketplace, and the shifting dynamics of how consumers receive and use information today.

Strategic Planning: Provide an "insider's look" at Proposer's strategic account planning process. What goes into the development of a plan? What type of research does the Proposer do, etc.? Is the research function conducted by in house personnel or by an outside organization?

Advertising Campaign Development: Demonstrate how the Proposer develops a holistic approach to client brand advertising, integrating interactive, including social, into the overall strategy. Exemplify how your agency has evolved based on the way consumers are receiving and using their information today.

Production/Creative: Does Proposer do production in-house? If not, how does Proposer manage production? What production is done in house and what is contracted to outside firms? Is the Proposer's creative team located in the office that this account will be managed? Show current and/or past client examples of how Proposer's brand development moves across all mediums.

Media Planning & Buying: Provide Proposer's process in deciding where, when, and how to purchase media. What tools or analytics are used? What are the determining elements that make purchasing decisions? Provide an overview of your philosophy as it relates to planning and buying media. How is media planning and buying charged to the client, hourly, fee based, etc.?

Promotional and Strategic Partnerships: Where do strategic partnerships or alliances fit into the Proposer's overall approach? How have you used strategic partnerships to extend a client's budget and exposure?

Social Media: Show how Proposer integrates social media into a brand strategy and how you would approach a statewide or targeted social strategy.

Research & Analytics: Provide an overview of how Proposer determines success. What are the analytic tools or services that you use, and what type of information will you be reporting

back to the Department as it relates to meeting our objectives? Please define how your analytics can be converted into insights, and how the insights will help guide the Department in making decisions on how we market in the future.

5. Innovation Case Study:

Innovation is critical to the Department. In fact, it is one of the organization's guiding principles. The Department is constantly seeking new opportunities to connect with our target audiences and build and leverage the power of the Florida's Turnpike and the SunPass brands. Provide a case study that demonstrates how your agency has pushed a client beyond the norm for their industry and achieved success. The example does not have to be transportation or tolling specific.

22.3 Price Proposal [One (1) Original, four (4) copies and one (1) electronic file]

The firms with the highest combined scores of Technical Proposals and Oral Presentations [maximum of six (6)] will be invited to complete and submit a Detail of Unit Rates, Exhibit "C" detailing experience, education, and appropriate licensure for each Job Classification on Proposer's account team who will be working on the Department's account.

The price proposal information is to be submitted in a sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-17/18-8002-WS". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

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

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

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

23) "DRUG-FREE WORK PLACE" PREFERENCE

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

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-17/18-8002-WS - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

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

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

**Florida Department of Transportation
Florida's Turnpike Enterprise
Turkey Lake Service Plaza
Milepost 263, Building 5315
Ocoee, FL 34761
Phone # (407) 532-3999**

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

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

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

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) PROPOSAL OPENING

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

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

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

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor.

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

30.2 Oral Presentations

Vendors under consideration for this project [the firms with the highest scored Technical Proposals, maximum of six (6)] will be presenting to the TRC in person, or by video-conference if TRC members are in a district and cannot travel on the date of oral presentation. The presentation should include information on the Agency's qualifications, capabilities, personnel and management, subcontractors, and all other strategies and experience the Agency can provide to achieve the Department's objectives as described in this Request for Proposal. The presentation should be no longer than twenty-five (25) minutes and will be followed by a thirty-five (35) minute question and answer session.

Attendance at the oral presentation by the Vendor's proposed project manager is strongly recommended. Inclusion of lead personnel proposed for the project is also encouraged.

30.3 Price Proposal

Following the oral presentations, the firms with the highest combined scores of Technical Proposals and Oral Presentations [maximum of six (6)] will be invited to provide a Detail of Unit Rates, Exhibit "C."

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

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

30.4 Criteria for Evaluation

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

a. Technical Proposal (80 Points)

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

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

1. OVERALL EXPERIENCE OF COMPANY & DEMONSTRATED RESULTS – Points: 15

The evaluation will include an assessment of the history of the Proposer, Proposer’s experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.

2. CREATIVITY – Points: 15

The evaluation will include an assessment of the quality of proposed strategies, and creativity as demonstrated by the Scope of Services.

3. FAMILIARITY WITH FLORIDA’S TURNPIKE ENTERPRISE, SUNPASS AND THE TRANSPORTATION AND TOLLING INDUSTRY– Points: 5

The evaluation will include an assessment of the Proposer’s understanding of Florida’s Turnpike Enterprise, SunPass and the transportation and tolling industries.

4. QUALIFICATIONS OF ABILITY TO PERFORM/PERSONNEL AND PROJECT TEAM – Points: 20

The evaluation will include an assessment of the qualifications and experience of the Proposer’s managerial team, staff, and subcontractors, and related items.

5. PLANNING & INNOVATION – Points: 10

The evaluation will include an assessment of the Proposer’s ability to think beyond the now and set Florida’s Turnpike Enterprise up to be at the forefront of the changing marketing landscape.

6. STRATEGIC THINKING/PLANNING APPROACH – Points: 15

The evaluation will include an assessment of the Proposer’s philosophy/approach to account planning, media planning and overall campaign development.

b. Oral Presentation (10 Points)

The evaluation will include an assessment of the Proposer’s presentation of their qualifications, capabilities, personnel and management, subcontractors, and all other strategies and experience the Agency can provide to achieve the Department’s objectives as described in this Request for Proposal.

c. Price Proposal (10 Points)

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

The total price evaluation will be based on the Vendor’s unit prices as they relate to a “true to life” case scenario. The case scenario will be provided to each Vendor upon submittal of their Price Proposal.

The following formula will be used in determining each Vendor’s pricing score:

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

31) POSTING OF INTENDED DECISION/AWARD

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

Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

31.2 - Inability to Post:

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

31.3 - Request to Withdraw Proposal:

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

32) AWARD OF THE CONTRACT

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

- a) Standard Written Agreement executed by both parties.

33) RENEWAL

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

34) ATTACHED FORMS

Price Proposal Form
Drug-Free Workplace Program Certification
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)
Corporate Resolution

35) ATTACHED TERMS AND CONDITIONS

- Exhibit A – Scope of Services
- Exhibit B – Method of Compensation
- Exhibit C – Price Proposal
- Attachment “A” – Disbursement of Previous Payments
- Attachment “B” – Certificate of Contract Completion
- Standard Written Agreement

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

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

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

36) ORDER OF PRECEDENCE

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

- Standard Written Agreement
- Scope of Services
- Attachments
- Special Conditions
- Method of Compensation
- Price Proposal
- PUR Forms

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



FORMS

RFP-DOT-17/18-8002-WS

**MARKETING AND PUBLIC RELATIONS AGENCY SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

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

375-040-18
 PROCUREMENT
 06/12

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

YES

NO

NAME OF BUSINESS: _____

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

PROCUREMENT
OGC – 07/17

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for _____

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed Contract, a copy of which is attached hereto as Exhibit A, Scope of Services and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20_____, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20_____.

Signature of Secretary

Name of Secretary printed or typed

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

RFP-DOT-17/18-8002-WS

**MARKETING AND PUBLIC RELATIONS AGENCY SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: _____

F.E.I.D. No.: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S. _____
(required for contracts in excess of \$5 million)

Procurement No.: RFP-DOT-17/18-8002-WS

D.M.S. Catalog Class No.: 80141501, 80141606, 30171600, 80171603, 82101802, 82101600

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the “Department” and _____, of _____, duly authorized to conduct business in the State of Florida, hereinafter called “Vendor,” hereby agree as follows:

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

Executive Director and Chief Executive Officer, Florida’s Turnpike Enterprise

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
 - Services shall commence upon written notice (Letter of Authorization) from the Department’s Contract Manager and shall be completed within five (5) years or date of termination, whichever occurs first.
 - Other: See Exhibit “A,” Scope of Services
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
 - This Agreement may be renewed for a period that may not exceed three (3) years or the term of the Original Contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department’s Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate): Also see Exhibit "A," Scope of Services, Section 2.5.
- No general liability insurance is required.
 - The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
 - The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ 1,000,000.00.
- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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

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

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

5. COMPLIANCE WITH LAWS

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

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

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

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

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes, are met. The requirement is not applicable to federally funded contracts.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

- The following provision is hereby incorporated in and made a part of this Agreement:

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

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

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

8. MISCELLANEOUS

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

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "A"
SCOPE OF SERVICES

RFP-DOT-17/18-8002-WS

**MARKETING AND PUBLIC RELATIONS AGENCY SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

EXHIBIT "A"
SCOPE OF SERVICES
MARKETING AND PUBLIC RELATIONS AGENCY SERVICES

I. Purpose

The State of Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the Department), requires the services of one or more full service advertising agencies (hereinafter referred to as the Agency) for a range of services to include, but not limited to, communications planning and implementation, marketing and advertising services, marketing and media research, media planning and placement, preparation of related media communications and collateral materials, preparation of audio/video presentations and project planning coordination and implementation, public relations, and other related services. Work efforts may include the development of marketing plans for SunPass branding, express lanes, and the Department's retail program.

The Agency shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Department, at its sole discretion, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services provided such action does not alter the intent of this Agreement.

The Department shall request Agency services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the Agency is providing these services on a non-exclusive basis. The Department, at its sole discretion, may elect to have any of the services set forth herein performed by other agencies or Department staff.

The Department intends to award this contract to a maximum of two (2) responsive and responsible Proposers whose proposals are determined to be the most advantageous to the Department.

II. Initial Term and Commencement of Work

A. Initial Term

This Agreement shall have an initial contract term commencing upon the execution of the Agreement and ending five (5) years later or date of termination, whichever occurs first. This Agreement may also be renewed subject to paragraph 2.B. of the Standard Written Agreement.

B. Commencement of Work

LOAs will be awarded on an as-needed basis. The Agency will be provided an objective for each assigned project associated with the scope of services set forth in Exhibit "A," Scope of Services, and the Agency must, upon request by the Department, prepare a full scope of work, schedule, an estimate of work effort and price based on the unit rates for key personnel established in Exhibit "C," Detail of Unit Rates, and negotiated rates for other personnel, subcontractors costs and allowable expenses.

In the event a personnel position classification is required by the Agency for performance of the services herein and is not set forth in Exhibit "C," Detail of Unit Rates, such personnel

classification may be added to Exhibit “C,” Detail of Unit Rates, by written amendment if mutually agreed to by both parties.

Once negotiations have been completed and the parties have agreed to an amount for an authorization, the Project Manager shall furnish the Agency a Letter of Authorization (LOA) outlining the services to be performed, and the compensation to be paid for services authorized pursuant to the Scope of Services attached to the LOA. No payment for work performed shall be made to the Agency unless a LOA has been issued (refer to attached Exhibit “B,” Method of Compensation) by the Project Manager and accepted by the Agency. Job cost cannot exceed approved amount without written authorization from the Project Manager.

III. Services

The following types of work elements may be assigned under the terms of this Agreement:

A. Marketing, Advertising and Promotions Services

The Agency may be authorized to perform the following services:

1. The Agency may provide marketing, advertising and promotions services in support of the Department as well as the SunPass Prepaid Toll Program. The Agency’s responsibilities may include, but are not limited to:
 - a. Communications planning and implementation
 - b. Marketing and advertising services
 - c. Marketing and media research
 - d. Media planning and placement
 - e. Preparation of related media communications and collateral materials
 - f. Preparation of audio/video presentations
 - g. Project planning coordination and implementation, and other related activities

2. The Agency shall be a “full service advertising agency.” For purposes of this Scope of Work, a “full service” advertising agency is one in which most basic industry standard functions are present within the agency, and are being provided on a day to day basis by full-time “in-house” agency employees, as opposed to being provided on a subcontracted basis by “freelance” personnel. Basic agency functions for the purpose of this Scope of Work include:
 - a. Study the Department’s products or services
 - b. Analyze the Department’s present and potential markets
 - c. Perform account management and account services
 - d. Create, and/or prepare advertising ideas, copy writing, art direction and art/design, conceptual services and other programs
 - e. Create brochures, coordination of printing and video/audio media
 - f. Prepare estimates of costs of recommended advertising programs
 - g. Write, design, illustrate, or otherwise prepare the Department’s advertisements, including commercials to be broadcast, or other appropriate forms of the Department’s message

- h. Order and buy the space, time, or other means to be used for the Department's advertising, endeavoring to secure the most advantageous rates available and provide post-buy analysis
- i. Check and verify insertions, displays, broadcasts, or other means used, to such degree as is usually performed by advertising agencies
- j. Audit invoices for space, time, material preparation, and services

B. Public Relations

The Agency may be authorized to perform the following services:

- 1. Public relations campaigns
- 2. Crisis communications
- 3. Press relations
- 4. Media spokesperson
- 5. Editorial boards
- 6. Special events
- 7. Media training
- 8. Newsletter writing
- 9. Feature story writing
- 10. Social media

C. Planning Support

The Agency may be authorized to perform the following services:

- 1. Assist the Department in short and long-term planning related to the introduction of expansion projects or existing projects.
- 2. Assist the Department in short and long-term planning related to the introduction of new products and services or existing products and services.

IV. Responsibilities of the Department

The Department will furnish, without cost to the Agency, the following services and data in connection with services authorized under the terms of this Agreement:

- A. Provide all criteria and full information as to the Department's requirements for the Agency's and subcontractor's services including objectives, constraints, budgetary limitations, and time restraints.
- B. Furnish all Department procedures, standards, forms, and policies applicable to such services and authorized under the terms of this Agreement.
- C. Furnish any photos, drawings, research data, specifications, schedules, reports and other information prepared by and/or for the Department by others which are available to the Department and which the Department considers pertinent to Agency's responsibilities, as described herein.

- D. Provide office space, on an as needed basis (if available) in Turnpike facilities, including, but not limited to, the 1) Turnpike Headquarters Building in Ocoee, Florida, 2) SunPass Operations Center in Boca Raton, Florida and 3) Turnpike Operations Building in Pompano Beach, Florida.

V. Subcontracting

Services assigned to subcontractors must be approved in advance by the Department in accordance with Section 7 (Assignment and Subcontracts) of the Standard Written Agreement.

Subcontractors must be authorized by the Department in advance of any assignment to perform all work assigned to them.

In the event services of a subcontractor are authorized, the Agency shall obtain a schedule of rates, and the Department shall review and must approve any rates to be paid to the subcontractor and include said rates in the Letter of Authorization

VI. Specifications for Work

Provided below are lists of standards utilized by the Department. These lists are by no means all inclusive but suggestive of the regulations governing the Agency's performance. The Agency shall comply with all applicable federal, state, and local regulations in performance of services.

A. Industry Standards

The Agency shall ensure that all documents, studies, and plans, as applicable, are prepared in accordance with latest industry standards.

B. Document Preparation

The Agency shall ensure that all documents and support forms have been prepared on FDOT approved hardware using Microsoft Office or compatible convertible format and stored on preapproved media or as otherwise directed by the Department.

C. Works Made for Hire

All works and products that are designed, developed, authored and or produced by the Agency under this contract are considered works made for hire and shall be the property of the Department without restriction or limitation on their use, copying, or publication. The Department, at its sole discretion, will have the right to use, copy and reproduce all products or designs using Department resources or outside vendors.

To the extent any work or material designed, developed, authorized, or produced by the Agency pursuant or in connection with this Agreement does not constitute a work made for hire, the Agency hereby irrevocably assigns to the Department all ownership and all rights in and to such work or material. The Agency shall execute any documents necessary for the Department to file any application necessary or advisable to register any rights in or to the work or material.

D. Quality Assurance/Quality Control (QA/QC)

The Agency is required to have a Quality Control Plan that is applicable to all work completed as part of the Scope of Services for this Agreement. The Agency's Quality Control procedures for the implementation of this Agreement must be designed to ensure that all appropriate deliverables are consistently and sufficiently reviewed for technical accuracy, grammatical correctness, adherence to standards in form, and completion (on time and within budget). The Agency's Quality Control Plan is subject to approval by the Department.

VII. Conflict of Interest

The Agency and its subcontractors shall not enter into any other contract with the Department during the term of this Agreement, which would create or involve a conflict of interest with the services provided herein.

ATTACHMENT "A"

**CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS**

Date: _____, 20_____

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the Month of, _____, 20_____

(State)

(Zip)

As prime contractor for the above referenced Contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this Contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPI No.: _____

Project Description _____

Contractor _____

Contract Date _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named Contract and all Amendments and Supplements thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print/Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "B"
METHOD OF COMPENSATION

RFP-DOT-17/18-8002-WS

**MARKETING AND PUBLIC RELATIONS AGENCY SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

EXHIBIT "B"
METHOD OF COMPENSATION
MARKETING AND PUBLIC RELATIONS AGENCY SERVICES

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The Department shall request Agency services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" (LOA) will be issued for each project scheduled.

3.0 COMPENSATION:

There is no Budgetary Ceiling for this Agreement. Funds will be established and encumbered for each Letter of Authorization.

This is a Term Contract for an Indefinite Quantity whereby the Agency agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

A. The Agency will be provided an objective for each assigned project associated with the scope of services set forth in Exhibit "A," Scope of Services, and the Agency must, upon request by the Department, prepare a full scope of work, schedule, an estimate of work effort and price based on the unit rates for key personnel established in Exhibit "C," Detail of Unit Rates, and negotiated rates for other personnel, subcontractors costs and allowable expenses.

In the event a personnel position classification is required by the Agency for performance of the services herein and is not set forth in Exhibit "C," Detail of Unit Rates, such personnel classification may be added to Exhibit "C," Detail of Unit Rates, by written amendment if mutually agreed to by both parties.

Unless otherwise required herein, purchases of subcontract services and tangible personal property should, to the maximum extent possible, be obtained from certified Minority Business Enterprises (as certified by the Florida Department of Labor and Employment Security, Minority Business Advocacy and Assistance Office).

B. Once negotiations have been completed and the parties have agreed to an amount for an authorization, the Letter of Authorization shall state whether the agreed compensation shall be paid as a Lump Sum Amount or Maximum

Amount. Compensation based on a Maximum Amount may contain portions to be paid on a Lump Sum basis.

The Department's Project Manager shall issue each "Letter of Authorization". No work shall commence by the Agency on a project until the Agency has received a Letter of Authorization and has accepted in writing said Authorization. It is the intent that all Letters of Authorization be completed within the term of this Agreement. In the event problems arise which prevent completion of a Letter of Authorization within the terms of the Agreement, the term of the Agreement may be extended to complete an Authorization in accordance with Section 2.C. of the Standard Written Agreement.

Each Letter of Authorization will state that the Department's Comptroller's Office has given approval of the availability of funds to perform the required work.

- C. If a Letter of Authorization has been established as a Maximum Amount, it shall be the responsibility of the Agency to ensure at all times that sufficient funding remains within the Maximum Amount established for each assigned project to complete authorized services. Changes in the Maximum Amount shall require execution of an amendment to a Letter of Authorization. The Agency shall not be obligated to perform services or incur costs which would result in exceeding the Maximum Amount for each assigned project, nor shall the Department be obligated to reimburse the Agency for costs or make fee payments which result in exceeding the Maximum Amount, except to the extent said amount is, by mutual agreement, increased by an amendment.

5.0 PROGRESS PAYMENTS:

The Agency shall submit monthly invoices (3 copies) in a format acceptable to the Department and with supporting documentation as required by the Department to substantiate the charges being invoiced.

Bills for compensation for services or expenses shall be submitted to the Department in detail sufficient for a proper pre-audit and post audit thereof.

The Agency shall promptly pay all subcontractors their proportionate share of payments received from the Department. The Agency shall provide a statement, (Attachment "A", Certification Disbursement of Previous Payments) with all but the first monthly invoices to the Department which certifies that the Agency has disbursed to all subcontractors, laborers, and material suppliers, having an interest in the contract, their pro-rata shares of the payment, out of the previous payments received by the Agency for all work completed and materials furnished in the previous period. The Department shall not make any payments after the initial payment until the Agency furnishes said certification, unless the Agency demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both the Department and the affected subcontractors, laborers, and material suppliers.

Each monthly progress payment invoice shall also include Minority Business Enterprises Payment Certifications in a format acceptable to the Department. Failure to provide this completed form shall be cause for rejecting the invoice.

The Agency shall submit all the outstanding invoices within forty-five (45) calendar days of the termination date/last day of the term of the Contract. Failure to timely

submit the outstanding invoices or issues by the Agency may be grounds for the Department to close the contract. The Department shall not be obligated to reimburse the Agency for any invoice submitted thereafter unless the Agency has obtained a written exception to the time limit from the Department. The Agency shall submit a Certificate of Contract Completion (Attachment "B") with the final invoice.

- 5.1 MAXIMUM AMOUNT LETTERS OF AUTHORIZATION (LOAs) – For the satisfactory performance of the services detailed in each "Letter of Authorization", the Agency shall be paid up to the Maximum Amount of each Authorization. Payment to the Agency shall be made at the unit rates in Exhibit "C," Detail of Unit Rates, and at the negotiated unit rates for other personnel as detailed in each LOA, for services provided, as approved by the Department. The unit rates for position classifications shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for subcontractors costs and expenses shall be made on the basis of actual allowable costs incurred as authorized and approved by the Department in accordance with 5.1.1 and 5.1.2.

5.1.1 Subcontractors as a Reimbursable Amount

The Agency shall be reimbursed for actual subcontractors costs incurred. The Agency shall allow subcontractors the following costs:

- Hourly rates for position classifications or individuals established in the Letter of Authorization. If a Letter of Authorization sets a cap for a position classification or individual, compensation shall be limited to the cap.
- Expenses in accordance with this Exhibit "B," Method of Compensation.
- Other billing rates/unit prices as established in the Letter of Authorization.

5.1.2 Expenses as an Estimated Reimbursable Amount:

- The Agency shall be reimbursed for allowable expenses incurred. Expenses shall include, but not be limited to, purchase of material and parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, delivery costs, fax costs, lease of special facilities, travel expenses, and purchases of other services (subcontracts) and/or items as approved by the Department. Expense costs not otherwise addressed above such as equipment usage rates, Agency in-house reproduction rates, etc., shall be based on rates properly established and documented by the Agency.
- To be allowable, other costs and expenses paid or incurred by the Agency must be consistently treated as Other Direct Costs in accordance with accepted accounting principles, consistently applied, must be reasonable and directly related to the performance of this Agreement, and must be properly supported by invoices, canceled checks, or other such evidence of payment and propriety of such expenses.

- Purchases of equipment and other tangible personal property of a nonconsumable and nonexpendable nature shall not be eligible for reimbursement as a direct cost, unless such purchase is approved by the Department. Equipment and other tangible personal property of a nonconsumable and nonexpendable nature approved for purchase by the Department for exclusive use by the Agency on this project shall become the property of the Department when reimbursement is made to the Agency. Upon Agency receipt of property approved for reimbursement by the Department, the Agency shall forward to the Department a copy of the purchase invoice/property description/serial number and date of receipt. The Department will forward inventory control label(s) to be affixed to all property. The Agency will accommodate physical inventories required by the Department. Such property will be returned to the Department upon completion of services or end of the contract, whichever occurs first.
- In lieu of actual expenses, the Department may authorize in a Letter of Authorization, and the Agency shall be reimbursed when authorized, usage rates for certain expense items such as equipment usage rates, Agency in-house reproduction rates, etc. Such usage rates shall be authorized when properly established and documented by the Agency to the Department.

5.2 LUMP SUM AMOUNT LOAs – For satisfactory performance of services detailed in each LOA, the Agency shall be paid the Lump Sum Amount. Payment shall be made on a per task or percent of work complete basis, as detailed in the LOA and approved by the Department.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Agency's services, are contained in Exhibit "C," Detail of Unit Rates, attached hereto and made a part hereof.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "C"
DETAIL OF UNIT RATES

RFP-DOT-17/18-8002-WS

**MARKETING AND PUBLIC RELATIONS AGENCY SERVICES FOR
FLORIDA'S TURNPIKE ENTERPRISE**

EXHIBIT "C"
DETAIL OF UNIT RATES
MARKETING AND PUBLIC RELATIONS AGENCY SERVICES

YEARS ONE (1) THROUGH FIVE (5)

I. Agency Name: _____

A. Hourly Rates by Job Classification

<u>Job Classification & Description</u>	<u>Hourly Rate</u>
<p>Account Director Responsible for the development of ongoing business relationships from the prospect stage through existing account management. The Account Director leads and manages a large piece of business and client engagements. The position is responsible for the overall client satisfaction and quality of service.</p>	\$ _____
<p>Account Executive Coordinates the planning and execution of advertising activities, including traffic responsibilities, for clients. Guides day-to-day development of advertising activities within approved plans.</p>	\$ _____
<p>Creative Director Agency Creative Directors are designers, filmmakers, and storytellers. They are catalysts for change. Using creative vision, experience and ambition, they lead teams and inspire the best work the industry has seen.</p>	\$ _____
<p>Art Director Responsible for encompassing the total creative product to appear in printed or broadcast media. Their creative interest involves every facet of production which affects their work. Works with Copywriters, Account Executives and clients to concept and develop an advertising product for the assigned client group.</p>	\$ _____
<p>Senior Copywriter The Senior Copywriter is a copywriter who, after a proven period of success, is beginning to hone their instincts for what works and what does not. Produces bold, strategic, persuasive messages in all types of media for agency clients. Develops concepts in some media. Writes advertising copy from conception to completion for print, broadcast and online media to promote the sale of goods and services.</p>	\$ _____
<p>Associate Media Director Directs Media Planning and Buying activities for assigned accounts. Presents plans to middle levels in client organizations. Works with Account Management and Creative Department to be sure all necessary information, marketing and advertising direction are acquired which could influence Media Planning.</p>	\$ _____

<u>Job Classification & Description</u>	<u>Hourly Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Job Classification and Experience Level:

For each Job Classification listed above, indicate the experience, education and appropriate licensure. Agencies may list additional job classifications and rates that are essential to provide the required services detailed in Exhibit “A,” Scope of Services.

Provide a list of each staff member and their associated Job Classification to be used in the performance of the Agency’s services.

The parties agree to review this Exhibit “C,” Detail of Unit Rates, as needed, to determine if new classifications are required or if existing personnel may meet the requirements for other classifications.

B. Expenses

Provide detail for any unique expenses or expenses that are not described in Section 5.1.2 of Exhibit “B,” Method of Compensation. Unless specifically noted, the Agency will be reimbursed for expenses strictly in accordance with Section 5.1.2 of Exhibit “B,” Method of Compensation.

II. Subcontractors:

A. Hourly Rates by Classification

<u>Subcontractor Name</u>	<u>Service Provided</u>	<u>Hourly Rate</u>	<u>MBE Y/N</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Provide a list of each Subcontractor staff member and their associated Job Classification to be used in the performance of the Agency’s services.

The parties agree to review this Exhibit "C," Detail of Unit Rates, as needed, to determine if new classifications are required or if existing personnel may meet the requirements for other classifications.

B. Expenses

Provide detail for any unique expenses or expenses that are not described in Section 5.1.2 of Exhibit "B," Method of Compensation. Unless specifically noted, the Agency will be reimbursed for expenses strictly in accordance with Section 5.1.2 of Exhibit "B," Method of Compensation.