



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOLICITATION ACKNOWLEDGEMENT FORM
INVITATION TO BID (ITB)
CONTRACTUAL SERVICES**

PAGE 1 OF 50	SUBMIT BID TO:	Bureau of General Services - Procurement Section Florida Department of Environmental Protection 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
January 10, 2019		

SOLICITATION TITLE: Media Services	SOLICITATION NO.: 2019008
---	----------------------------------

BIDS ARE DUE: February 4, 2019 at 3:00 PM
BIDS WILL BE OPENED: February 5, 2019 at 10:00 AM

RESPONSES MUST BE VALID FOR A PERIOD OF: **180** Days

VENDOR NAME:	<hr/> AUTHORIZED SIGNATURE (MANUAL) <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the respondent.
VENDOR MAILING ADDRESS:	
VENDOR CITY-STATE-ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS	
FEID NO.:	

TYPE OF BUSINESS ENTITY (CORPORATION, LLC, PARTNERSHIP, ETC.):

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

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

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

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

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

TABLE OF CONTENTS

Section 1.00	Introduction	3
Section 2.00	ITB Process and Instructions	6
Section 3.00	Instructions to Respondents (PUR 1001)	10
Section 4.00	Special Instructions to Bidder	11
Section 5.00	General Contract Conditions (Form PUR 1000)	14
Section 6.00	Price Sheet	15
Section 7.00	Vendor Principal Place Of Business Attestation	18
Section 8.00	Vendor Drug-Free Workplace Attestation	20
Section 9.00	Bidder/Contractor Or (Team, If Not Subcontractor) Summary Form	21
Section 10.00	Vendor Financial Attestation	22
Section 11.00	Vendor Responsibility Disclosure	23
Section 12.00	Vendor Conflicts of Interest Attestation.....	24
Section 13.00	Proposed Contract.....	25
Section 14.00	Bid Reply Checklist.....	51

SECTION 1.00 INTRODUCTION

1.01 Purpose and Scope.

The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") is requesting bids from qualified vendors (hereinafter referred to as the "Bidder" or "Respondent" or "Contractor" or "Vendor") to provide all labor, supervision, equipment, materials, and expertise required for Content Creation, Marketing Planning, and Media Planning and Buying (Media Services) throughout the State of Florida on an "as needed" basis. This service is directed by the Department's Office of Communications. These services are further described in the Scope to the attached proposed Contract.

1.02 Timeline of Events.

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

EVENTS	DATES	TIME	LOCATION/METHOD
ITB Advertised	January 10, 2019		Vendor Bid System
Vendor Questions Due	January 21, 2019	3:00 PM	Email to Procurement Officer
Questions & Answers Addendum, on or about	January 24, 2019		Vendor Bid System
Sealed Bids Due	February 4, 2019	3:00 PM	Mail to Department: ITB 2019008 Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	February 5, 2019	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Intent to Award, on or about	February 18, 2019		Vendor Bid System

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

1.03 Procurement Officer.

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

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

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS. Please note that no information will be given via telephone.

The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section.

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER 2019008 IN THE SUBJECT LINE OF THE EMAIL*****

1.04 Type of Contract Contemplated.

A copy of the proposed Contract containing all requirements is included. Vendor shall be paid on a fixed (per unit) price basis and based on the prices provided by the Bidder on the submitted Price Sheet(s). The selected Vendor shall be paid for the services rendered under the Contract resulting from this Solicitation upon satisfactory completion of these services.

1.05 Anticipated Contract Term and Renewal.

The term of the Contract will begin upon execution by both parties and remain in effect for a period of three (3) years unless cancelled earlier in accordance with the terms of the Contract. The Department reserves the right to renew any contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

1.06 MyFloridaMarketPlace (MFMP) Vendor Registration.

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

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

Code	Title
82101500	Print Advertising
82101501	Poster Advertising
82101502	Broadcast Advertising
82101600	Broadcast Advertising
82101601	Radio Advertising
82101605	Television Commercials Production Service
82101606	Radio Commercial Production Service
82101802	Advertising Production Service
82101900	Media Placement and Fulfillment
82101901	Radio Placement
82101902	Television Placement

1.07 Diversity.

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

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

– Remainder of Page Intentionally Left Blank –

SECTION 2.00 ITB Process and Instructions

2.01 Questions.

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

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any questions from prospective Bidders concerning this Solicitation shall be submitted in writing to the Procurement Officer no later than the time and date specified in the Timeline of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. All questions and answers will be posted on the VBS.

It is the prospective Bidder's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Bidder's failure to obtain the information made available through the VBS.

Questions will not constitute a formal protest of the specifications or of the Solicitation.

Responses to all written inquiries, and clarifications or addenda, if made to the Solicitation, will be made through the VBS.

Each submission shall identify the **solicitation number 2019008 in the subject line of the email. Questions must be submitted in the following format to be considered:**

Question #	ITB Section	ITB Page #	Question

2.02 Bid Preparation.

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

2.03 Administrative Review.

All Responses will be reviewed by the Procurement Officer to ensure that complete responses have been submitted and to ensure that the responses meet the minimum requirements as outlined in this ITB. In order to foster maximum competition, the Department will seek to minimize Bidders disqualifications resulting from nonresponsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Bidders whose qualifying information or documentation does not meet the requirements of the ITB and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

2.04 Administrative Cure Process.

In the interest of maximizing competition, the Response qualification and cure process seeks to minimize, if not eliminate, disqualifications resulting from nonmaterial, curable deficiencies in the Bid. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Bid will result in the disqualification of a Bidder, the Department may notify the Bidder of the deficiency and a timeframe within which to cure the deficiency. This process is at the sole discretion of the Department; therefore, the Bidder is advised to ensure that its Bid is compliant with the ITB at the time of submittal.

2.05 General Evaluation Information.

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

A nonresponsive submittal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NONRESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.

The Department objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bid. In submitting its bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

2.06 Basis of Award.

The Department intends to make award to the lowest responsible, responsive Bidder(s) meeting the specifications, terms, and conditions. The Department will be awarding based on the Price Sheet form (Section 6.00) submitted with the Bid. The Vendor's Rate Schedule (optional) will not be considered as part of the award but if submitted must include pricing for both the original term and renewal term. The Department reserves the right to award to a single Respondent, or multiple Respondents, or to make no award, as determined to be in the best interest of the State.

2.07 Posting of Agency Decision.

NOTE: This section supersedes Section 2.00, General Instructions to Bidders (PUR-1001), Paragraph 13, Electronic Posting of Notice of Intended Award.

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

2.08 Addenda.

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

2.09 Department's Reserved Rights.

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

The Department reserves the right at any time to:

1. Reject any and all bids at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
2. Determine a response nonresponsive.
3. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will be in the best interest of the State of Florida.
4. Withdraw the ITB at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.

5. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to, situations in which the selected vendor fails to execute the contract.
6. Withdraw or amend its Notice of Award if the contractor defaults in performance.
7. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.
8. To make an award without further discussion of the bids submitted.

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

2.10 Responsiveness.

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

2.11 Price Sheets.

Bidder shall provide its Bid per the instructions on the Price Sheet form (Section 6.00). Pricing must include all costs necessary to provide the Services as specified in the Scope of Work. Bidder may submit a separate "Vendor's Rate Schedule" of additional pricing for related services that are not listed on the Price Sheet but fall within the scope of this Solicitation. The Vendor Rate Schedule shall not be evaluated and is only provided as "value add." If items appear on both the Price Sheet form and the Vendor Rate Schedule, the Department will use the lower price in its Task Assignments.

2.12 Contract Formation.

NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000) Paragraph #2, Purchase Orders.

The Scope of Work and Price Sheet(s) will be incorporated into the final Contract. The Department reserves the right to award another type of contract, if such contract will provide best value to the Department and the State of Florida, price and other factors considered.

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

2.13 Submittal of Bid.

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

Bid must be received in accordance with VBS and Timeline of Events. Sealed Bid must be executed and submitted in a sealed envelope. **The face of the envelope shall contain the Bid number (#2019008) and opening date.** All bids are subject to the conditions specified herein. Those that do not comply with these conditions shall be considered nonresponsive and therefore rejected.

The bid package shall contain the following:

- The Solicitation Acknowledgement Form (page 1 of ITB);
- Price Sheet (Section 6.00);
- Vendor Rate Schedule(optional);
- Vendor Principal Place of Business Attestation;
- Vendor Drug-Free Workplace Attestation;
- Bidder/Contractor or (Team, If Not Subcontractor) Summary Form;
- Vendor Financial Attestation;
- Vendor Responsibility Disclosure; and

- Vendor Conflicts of Interest Attestation.

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

CAUTION: Responses received at the office designated after the exact time specified for receipt will not be considered.

2.14 Alternate Replies.

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

2.15 Vendor Principal Place of Business Attestation.

The Bidder shall complete and submit Vendor Principal Place of Business Attestation Form, indicating whether its principal place of business is within the State. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

Consistent with section 287.084 (2), F.S., if a Bidder indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on the Vendor Principal Place of Business Attestation Form.

2.16 Florida Department of State Registration Requirements.

The Bidder is responsible for obtaining and maintaining, at its expense, any business licenses or permits required in the operation of its business and performance of the Services in the state of Florida.

2.17 Convicted Vendor List.

A company placed on the Convicted Vendor List may not submit a Bid or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C.

2.18 Protest Rights.

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

Only documents delivered by the U.S. Postal Service, a private delivery service, or in person, during Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m.) will be accepted. Documents received after hours will be filed the following business day. No filings may be made by email or any other electronic means.

All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk and are accompanied by a Protest Bond in the amount of one percent (1%) of the total estimated value of the contract. The Agency Clerk's mailing and physical address is:

Agency Clerk, Office of General Counsel
Department of Environmental Protection
3900 Commonwealth Boulevard
Douglas Building, MS#35
Tallahassee, Florida 32399-3000

Do not send Bids/Responses to the Agency Clerk's Office. Send all Bids/Responses to the Procurement Officer identified in the Solicitation.

– Remainder of Page Intentionally Left Blank –

SECTION 3.00 INSTRUCTIONS TO RESPONDENTS (PUR 1001)

The General Instructions to Respondents Form PUR 1001 is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS).

– Remainder of Page Intentionally Left Blank –

SECTION 4.00 SPECIAL INSTRUCTIONS TO BIDDER

4.01 Definitions.

Listed below are definitions specific to this Solicitation:

- (a) "Associated Business Entity" shall mean a Business Entity, that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Respondent; including but not limited to, the following: i) a business entity twenty percent (20%) or more of whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Respondent, ii) a business entity which directly or indirectly owns controls, or holds, with power to vote, twenty percent (20%) or more whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Respondent.
- (b) "Business Entity" includes firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, companies, fiduciaries, corporations, and all other groups or combinations.
- (c) "Control" means the ability, directly, or indirectly, to direct the management or policies of an entity, whether through ownership of securities, by contract, or otherwise, including through common officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of an entity.

4.02 Assertion of Confidentiality Regarding Submitted Materials.

- (a) Bids should contain only information that is responsive to the ITB. Any relevant and responsive information submitted which is asserted by you to be proprietary, trade secret, intellectual property, or otherwise confidential ("Confidential Information") and which you claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of your Bid, and either removed from or obliterated in the Redacted Copy.
- (b) If Bidder fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Bid.
- (c) The Redacted Copy should redact all, but only, those portions of material that Bidder asserts are Confidential Information. Bidder must identify the statutory citation supporting its claim of confidentiality for each and every redaction.
- (d) Failure to identify asserted Confidential Information in Bids, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or bid.

4.03 Conflict of Interest.

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

4.04 Disclosure.

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

4.05 Firm Response.

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

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

4.06 Misrepresentation.

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

4.07 Public Requests for Bids.

- (a) If a public records request is made for the Bids, the Department will provide the requestor access to the Redacted Copy, bearing Bidder's assertion of exemption from disclosure. If a public records request is made for the un-redacted Bids challenging the assertion of exemption, the Department will notify Bidder that the requested records contain asserted Confidential Information. Bidder shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.
- (b) Bidder shall obtain either an agreement with the requestor withdrawing its request or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Bidder's receipt of notice of the public records request.
- (c) By submitting its Bid, Bidder agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Bidder's failure to promptly protect its claim of exemption.
- (d) By submitting a Response to this ITB, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's assertion that the redacted portions of its Bid are Confidential Information not subject to disclosure.

4.08 Qualifications.

The Bidder must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this ITB. The Bidder must provide contact information for references as outlined in Past Performance/Client References.

Any Bidder or associated business entity who has provided the services listed in the Scope of Work over the past five (5) years for the Department will also be evaluated as described above. Failure to receive a satisfactory or better performance evaluation shall result in the bid being rejected.

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED SHALL RESULT IN THE BID BEING DEEMED NONRESPONSIVE AND THEREFORE REJECTED.

4.09 Prime Contractor and Subcontractor.

In accordance with the terms of the Solicitation Acknowledgment Form (page 1), a Bidder may not respond to this ITB as both prime contractor and as a subcontractor. The Bidder **shall be disqualified** if and to the extent it responds to this ITB as a proposed prime contractor and has agreed to serve as a subcontractor to any other bidder

to this ITB. A Bidder may not disclose to any other Bidder or subcontractor what prices or terms Bidder has included in its response as a prime contractor.

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

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

– Remainder of Page Intentionally Left Blank –

SECTION 5.00 GENERAL CONTRACT CONDITIONS (FORM PUR 1000)

The General Contract Conditions Form PUR 1000 is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS).

– Remainder of Page Intentionally Left Blank –

SECTION 6.00 PRICE SHEET

Media Services

Bidder must provide a price for each of the specific media types according to the instructions and formats below for both the **Original Term (Years 1, 2, 3)** and the **Optional Renewal Term (Years 1, 2, 3)**. Bidder’s pricing must include all costs necessary to provide the Services as specified in the Scope of Work.

The **Bidder must sign and return this Price Sheet with their bid. Bidder’s Price Sheet must include ONLY pricing information, as requested below;** any footnotes, notations, additional terms, or exceptions made to the Contract by the Bidder will not be considered, and inclusion of any such items may be grounds for a bid being rejected as **nonresponsive and not eligible for Award.**

Note: Vendor Rate Schedule (see Section 2.11) with additional pricing shall be submitted as a separate Price Sheet. This will not be considered as part of the Award but if submitted, it must include pricing for both the Original Terms and Optional Renewal Terms.

Media Services Price Sheet							
Media Type and Pricing Format		Original Three (3) Year Term			Optional Renewal Three (3) Year Term		
Media Type	Description / Requirement	Price Original Year 1	Price Original Year 2	Price Original Year 3	Price Optional Renewal Year 1	Price Optional Renewal Year 2	Price Optional Renewal Year 3
Web (Internet)	<ul style="list-style-type: none"> • Display ads 	\$____	\$____	\$____	\$____	\$____	\$____
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for various types of web display ads (stationary and/or animated) based on size, placement, quantity, reach/impressions, run-time, targeting and approximate Click-Through Rate (CTR). 						
Web (Internet)	<ul style="list-style-type: none"> • Video advertising 	\$____	\$____	\$____	\$____	\$____	\$____
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for various types of video ads based on placement, quantity, reach/impressions, run-time, targeting and approximate CTR. 						
Web (Internet)	<ul style="list-style-type: none"> • Articles, sponsored publications, blogs and newsletters 	\$____	\$____	\$____	\$____	\$____	\$____
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for inclusion in articles, sponsored publications, blogs and newsletters, based on prominence, reach/impressions, and any available targeting. 						
Web (Internet)	<ul style="list-style-type: none"> • Digital “takeovers” 	\$____	\$____	\$____	\$____	\$____	\$____
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost based on prominence of digital presence, amount of time allotted for the takeover, reach, targeting and approximate CTR. 						
Web (Internet)	<ul style="list-style-type: none"> • Remarketing 	\$____	\$____	\$____	\$____	\$____	\$____
	<ul style="list-style-type: none"> ○ Provide tiered quote for remarketing services to apply in conjunction with other types of ad placements. 						
Online Video Streaming Services	<ul style="list-style-type: none"> • Placement of video content, in-stream during programming available on major television streaming services. 	\$____	\$____	\$____	\$____	\$____	\$____

	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for available digital video commercial spots based on placement, quantity, reach/impressions, run-time and available targeting. 						
Online Music Streaming Services	<ul style="list-style-type: none"> • Placement of video and/or audio content, in-stream during programming available on major television streaming services. 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for audio and/or video commercial spots based on placement, quantity, reach/impressions, run-time, targeting and approximate CTR. 						
In-App Advertisements	<ul style="list-style-type: none"> • Advertisements within mobile apps. 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for display ads, audio and/or video commercial spots based on placement, quantity, reach/impressions, run-time, targeting and approximate CTR. 						
Television	<ul style="list-style-type: none"> • Broadcast/Satellite 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for available video commercial spots based on placement, quantity, reach/impressions, run-time and available targeting. 						
Print	<ul style="list-style-type: none"> • Newspaper, magazine, etc. 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for various types of print ads based on size, placement, quantity and reach/impressions. 						
Direct Mail	<ul style="list-style-type: none"> • Including brochures, postcards, newsletters, etc. 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for direct mail options based on size, available targeting, quantity and reach/impressions. 						
Email	<ul style="list-style-type: none"> • Advertisements sent via email 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost for e-mail advertising options based on size, available targeting, quantity and reach/impressions. 						
Outdoor Advertising	<ul style="list-style-type: none"> • Billboards 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-board cost based on placement, quantity and reach/impressions. 						
Outdoor Advertising	<ul style="list-style-type: none"> • Point-of-sale displays 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-board cost based on placement, quantity and reach/impressions. 						
Outdoor Advertising	<ul style="list-style-type: none"> • Street furniture (bus shelters, kiosks, telephone booths, etc.) 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost based on placement, quantity and reach/impressions. 						
Outdoor Advertising	<ul style="list-style-type: none"> • Transit advertising and wraps (taxis, buses, subways, trains, etc.) 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost based on placement, quantity and reach/impressions. 						
Outdoor Advertising	<ul style="list-style-type: none"> • Banners, wrap displays 	\$___	\$___	\$___	\$___	\$___	\$___
	<ul style="list-style-type: none"> ○ Provide tiered, per-unit cost based on placement, quantity and reach/impressions. 						
Outdoor Advertising	<ul style="list-style-type: none"> • Gas Station pumps 	\$___	\$___	\$___	\$___	\$___	\$___

	○ Provide tiered, per-unit cost for available video commercial spots based on placement, quantity, reach/impressions, run-time and available targeting.						
Radio	• Satellite and Terrestrial	\$____	\$____	\$____	\$____	\$____	\$____
	○ Provide tiered, per-unit cost for available audio PSA spots based on placement, quantity, reach/impressions, run-time and available targeting.						
Cinema	• Movie theaters	\$____	\$____	\$____	\$____	\$____	\$____
	○ Provide tiered, per-screen cost for available spots based, location, quantity, reach/impressions, run-time and available targeting. If retargeting services are available, please provide a quote as listed above in the “Web” section.						

Original Three (3) Year Term and Optional Three (3) Year Renewal Term GRAND TOTAL	\$_____
--	---------

Bidder must sign and return this Price Sheet with their bid.

Signature: _____

Date: _____

Name of Respondent /Company: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

– Remainder of Page Intentionally Left Blank –

SECTION 7.00 VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION

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

Section I. Respondent’s Principal Place of Business

(Please select one)

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

Section II. Legal Opinion About Foreign State Preferences in Contracting

(Please select all that apply)

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

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

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

**SECTION 9.00 BIDDER/CONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR)
SUMMARY FORM**

Section A BIDDER IDENTIFICATION (to be completed by the Bidder.)

As Bidder to this Bid, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Bidder / Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

LIST NAMES OF BIDDER (S)	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
	STATE NON-MINORITY BUSINESS CLASSIFICATION			CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG													
	Non-Minority (A)	Small Business (State) (B)	Small Business (Federal) (C)	Governmental Agency (D)	Non-Profit Organization (F)	P.R.I.D.E. (G)	Veteran Business Enterprise (L)	African American (H)	Hispanic (I)	Asian/Hawaiian (J)	Native American (K)	American Woman (M)	Veteran Business Enterprise (W)	African American (N)	Hispanic (O)	Asian/Hawaiian (P)	Native American (Q)	American Woman (R)	Veteran Business Enterprise (Y)	Board Is 51% Or More Minority (S)	51% Or More Minority Officers (T)	51% Or More Minority Community	Other Non-Profit (V)

Section B ACKNOWLEDGEMENT (to be completed by the Bidder(s).)

I / WE HEREBY CERTIFY that, as Bidder to this Bid, that the information provided herein is true and correct.

_____		_____	
Name of Bidder #1		Name of Bidder #2	
_____	_____	_____	_____
Signature	Date	Signature	Date
_____		_____	
Print Name/Title		Print Name/Title	

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

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

SECTION 10.00 VENDOR FINANCIAL ATTESTATION

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

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*

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

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

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

Signature

Date

SECTION 11.00 VENDOR RESPONSIBILITY DISCLOSURE

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

I, _____ am the _____ of
(Authorized Representative’s Name) *(Title)*

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

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

Within the past 5 years, has the vendor:

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

Signature

Date

SECTION 12.00 VENDOR CONFLICTS OF INTEREST ATTESTATION

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

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*

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

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

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

Employee Disclosure:

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

 Signature

 Date

SECTION 13.00 PROPOSED CONTRACT

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2019008, a prospective Contractor has agreed to accept the terms and conditions of the Proposed Contract contained in this section. The Department reserves the right to make modifications to this Proposed Contract if it is deemed to be in the best interest of the Department or the State of Florida.

CONTRACT NO. Contract #

BETWEEN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

Contractor Name

This Contract is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and *Contractor Name Fill in the address of Contractor (Contractor), a type of company*, to provide all labor, supervision, equipment, materials, and expertise required for Content Creation, Marketing Planning, and Media Planning and Buying (Media Services) throughout the State of Florida on an “as needed” basis. This service is directed by the Department’s Office of Communications.

SERVICES AND PERFORMANCE

13.01 Services.

Department does hereby retain, and Contractor agrees to provide all labor, supervision, equipment, materials, and expertise required for Content Creation, Marketing Planning, and Media Planning and Buying (Media Services) throughout the State of Florida on an “as needed” basis. This service is directed by the Department’s Office of Communications. (Services), as described Attachment A, Scope of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. This contract is the result of DEP Solicitation No. 2019008, therefore PUR 1000 is incorporated by reference, but superseded by this Contract where there is a conflict. Contractor has been determined to be a vendor to the Department under this Contract.

13.02 Work.

- a) Contractor shall provide the services specified in the Scope (Work). All regular scheduled work assignments are assigned through Department generated Task Assignment (Attachment E).
- b) Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until a Task Assignment (Attachment E) has been issued.
- c) In the event services are required that are within the general description of services, but are not specifically set out in the Scope, Department and Contractor reserve the right to negotiate the Task Assignment (Attachment E) covering performance of those required services.
- d) There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.
- e) Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the

Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

13.03 Standard of Care for Performance.

- a) Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
- b) Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
- c) Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.
- d) Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

13.04 Term of Contract.

- A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of three (3) years, inclusive.
- B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.
 - This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto for a period no greater than the three (3) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.
 - This Contract may not be renewed.

13.05 Compensation.

- a) As consideration for the services rendered by the Contractor, the Department shall pay the Contractor on a fixed (per unit) price basis. The Contractor shall be compensated on a fixed (per unit) price basis at the rates specified in Rate Schedule (Attachment B), attached hereto and made apart hereof.
- b) In no event shall the Contractor perform services which will exceed the authorized funding increment amount or perform services after it has been reached. It is the Contractor's responsibility to know when the authorized funding increment amount will be reached. Contractor shall not commence work on any services that will exceed the balance of the current funding increment amount until the Department notifies the Contractor of an increase in funding.
- c) CONTRACTOR SHALL NOT COMMENCE WORK ON ANY SERVICES THAT WILL EXCEED THE COMPENSATION AMOUNT OF THE CONTRACT UNLESS AND UNTIL THE CONTRACT IS AMENDED. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached.

13.06 Annual Appropriation.

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

13.07 Payment Method.

- a) Contractor shall submit invoices as specified in the Scope. If subcontractors are used, the Contractor shall complete and submit Attachment C, Subcontractor Utilization Report Form (Subcontractor Report) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.
- b) All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.
- c) Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.
- d) Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection

Insert Program Area name

Attn: insert

Email address: insert

- e) Contractor shall submit invoices to the Department within seven (7) business days after completion of each deliverable as specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in, suspension or termination of remaining work or the Contractor's forfeiture of any unpaid balance for such deliverables.
- f) The following provisions apply to any cost reimbursement payments. The State of Florida Department of Financial Services (DFS) requires detailed supporting documentation of all costs under a cost reimbursement contract.

13.08 Travel.

Normal travel costs associated with services under this Contract are included in the fixed cost amounts of this Contract. No other travel will not be reimbursed under this Contract.

13.09 Subcontractor Payments and Releases.

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

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

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

13.10 Prompt Payment

- (a) Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per section 215.422, F.S.
- (b) If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, per section 215.422, F.S.

13.11 Physical Access and Inspection.

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

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

PARTY REPRESENTATIVES

13.12 Notice.

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

13.13 Identification of Contract Managers.

All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a

change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

Contractor Contract Manager	Department Contract Manager
Contractor Name	Department of Environmental Protection
Contractor Address	Office of Communications
City, State Zip	3900 Commonwealth Blvd.
Attn: Contractor Contract Manager	Tallahassee, Florida 32399-3000
Phone Number: Contractor Phone Number	Attn:
Email: Contractor Email	Phone Number:
	Email:

13.14 Change Orders and Amendments.

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

CONSEQUENCES FOR FAILURE TO PERFORM

13.15 Dispute Resolution.

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

- (a) All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.
- (b) The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.
- (c) Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
 - i. All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
 - ii. Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
- (d) Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.

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

13.16 Financial Consequences for Unsatisfactory Performance.

- (a) No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.
- (b) If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

13.17 Corrective Action Plan.

In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than thirty (30) days.

- (a) A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.
- (b) Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.
- (c) Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

13.18 Payment and Performance Bonds.

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

- No Payment or Performance bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of \$ insert amount.

- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

13.19 Liquidated Damages.

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

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
 - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
 - B. The date of submission shall be the date of receipt by the Department.
 - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
 - D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
 - E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
 - F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
 - G. Contractor’s failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

LIABILITY

13.20 Insurance.

- a) Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through

insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

- i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 - b) \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
 - c) \$200,000/300,000 Hired and Non-Owned Automobile Liability Coverage
 - i. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.
- d) Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.
- e) Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

- f) Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.
- g) Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- h) Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13.21 Indemnification.

- a) Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.
- b) Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or the Department's operation or use of the Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.
- c) The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

THIRD PARTIES

13.22 Subcontracting.

A. The Contractor shall not subcontract, assign, or transfer the obligation to provide or perform any of the services sought under this Solicitation, with the exception of those subcontractors identified in the prospective Contractor's Bid, without the prior written consent of the Department.

The Contractor will be responsible for the fulfillment of all work elements included in all subcontracts and shall be solely responsible for payment of all monies due under any subcontract. The Department shall not be responsible for any expenses or liabilities incurred under any subcontract.

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

13.23 Nonassignability.

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its Rights and Duties), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign the Department's Rights and Duties, but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

13.24 Third Party Beneficiaries.

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

SUSPENSION AND TERMINATION

13.25 Suspension.

- (a) Department may order the Contractor (a) in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:
 - i. Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
 - ii. Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
 - iii. Contractor or subcontractor materially violates safety laws or other constraints;
 - iv. Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or

- v. For the convenience of the Department.
- (b) If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:
 - i. Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
 - ii. Equitable adjustment is provided for (or excluded) under any other provision of this Contract.
- (c) Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

13.26 Termination.

- (a) Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.
- (b) The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

13.27 Additional Quantities.

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

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

13.28 Additions / Deletions.

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

13.29 Disclosure of Litigation.

The contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the contractor, or, to the extent the Contractor is aware, any of the Contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises

during the term of the contract and extensions thereto, to which the Contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

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

GENERAL CONDITIONS

13.30 Attorney's Fees.

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

13.31 Conflict of Interest.

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

13.32 Compliance with Applicable Law.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, F.S., and Rule 60A, F.A.C., govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status, and local health and safety rules and regulations. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination. This provision shall be included in all subcontracts issued as a result of this Contract.

13.33 Permits.

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

13.34 Disqualification.

- (a) The employment of unauthorized aliens by the Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- (b) Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing

services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

13.35 Execution in Counterparts.

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

13.36 Force Majeure.

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

13.37 Forum Selection, Severability, and Choice of Law.

This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

13.38 Governmental Restrictions.

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

13.39 Headings.

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

13.40 Integration.

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

13.41 Interpretation of Contract.

- (a) Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.
- (b) Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used.

Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

13.42 Modifications Required by Law.

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

13.43 MyFloridaMarketPlace Transaction Fee.

- (a) The State of Florida through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, F.A.C.
- (b) For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code (F.A.C.). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- (c) Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) is/are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.
- (d) Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

13.44 Non-discrimination.

- (a) Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- (b) Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

(c) Contractor shall comply with the Americans with Disabilities Act.

13.45 Non-Solicitation.

Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

13.46 Non-Waiver of Rights.

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

13.47 Order of Precedence.

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

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

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

13.48 Ownership of Documents.

All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

13.49 P.R.I.D.E.

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

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

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

13.50 Public Entity Crimes.

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

13.51 Public Records.

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

13.52 Record Keeping and Audit.

- (a) Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- (b) The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

13.53 Remedies

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

13.54 RESPECT of Florida.

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

out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

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

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

13.55 Scrutinized Companies.

- (a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- (b) If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel, the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- (c) As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

13.56 Tax Exemption.

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

13.57 Warranty of Ability to Perform.

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

13.58 Warranty of Authority.

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

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

Contractor Name

Florida Department of Environmental Protection

By: _____

By: _____

Secretary or Designee

Print/Type Name: _____

Print/Type Name: _____

Print/Type Title: _____

Print/Type Title: _____

Date: _____

Date: _____

FEID No.: «FEID»

- Attachment A Scope of Work (2 pages)
- Attachment B Rate Schedule (___ pages)
- Attachment C Subcontractor Utilization Report Form (1 page)
- Attachment D Public Records Requirement (1 page)
- Attachment E Task Assignment Form (1 page)
- Attachment F Task Assignment Change Order Form (1 page)

ATTACHMENT A: SCOPE OF WORK

1. Purpose.

The objective of this Contract is for the Contractor to provide to the Department broadcast, print, and online Media Services throughout the State of Florida (Services). The Services defined by this Contract are part of an ongoing effort and work will be authorized by Task Assignment (TA) on an “as needed” basis.

2. Scope of Service.

The Contractor shall provide all labor, supervision, equipment, materials, and expertise required to perform the following Media Services for the Department, as directed in the TAs:

- **Content Creation** - Develop creative content in print, online advertisement, or video formats as needed.
- **Marketing Plan** - Develop a marketing plan to reach the target audience(s) with proposed media mix, estimated impressions, ratings and measurement.
- **Media Planning and Buying** – Projects may include, but are not limited to, planning and placing all types of media and marketing activities such as TV, cable, radio, digital, print, social, outdoor, direct mail, transit, etc.

3. Task Assignments.

The Department will issue TAs to the Contractor, designating work to be undertaken by the Contractor. TAs shall specify:

- Budget
- Timeframes
- Target Audience(s)
- Target Market(s)
- Key Performance Indicators

The media TAs may be placed on any of the following platforms, as applicable to the Contractor’s Rate Sheet and the Price Sheet:

1. Television (broadcast, satellite, and cable)
2. Radio (satellite and terrestrial)
3. Print
 - a. Newspapers
 - b. Magazines
4. Email
5. Web (Internet)
 - a. Display ads
 - b. Video Advertising
 - c. Articles, sponsored publications, blogs and newsletters
 - d. Digital “takeovers”
 - e. Remarketing
6. Online Video Streaming Services
 - a. Placement of video content, in-stream during programming available on major television streaming services.

7. Online Music Streaming Services
 - a. Placement of video and/or audio content, in-stream during programming available on music streaming services.
8. In-App Advertisements
9. Outdoor Advertising
 - a. Billboards
 - b. Point-of-sale displays
 - c. Street furniture (bus shelters, kiosks, telephone booths, etc.)
 - d. Transit advertising and wraps (taxis, buses, subways, trains, etc.)
 - e. Banners, wrap displays
 - f. Gas Station pumps
10. Cinema

4. Deliverables

1. Contractor shall perform all services set forth in the Scope of Work.
2. Contractor shall provide invoicing, supporting documentation, and reports as requested by the Department within seven (7) business days of the request.
3. Contractor shall provide an overview of ALL media activities, deployments and Services per the Scope of Work prior to the Services being performed.
4. Contractor shall communicate, coordinate and collaborate ALL media activities with the DEP Contract Manager (or designated point of contact).
5. Contractor shall secure Department approval in writing, through the DEP Contract Manager (or designated point of contact), PRIOR to ALL Media Services being provided.

ATTACHMENT B: PRICING

Attachment B is only a placeholder for the final Price Sheet (Section 6.00) and the Vendor Rate Schedule (if applicable) of the awarded Bidder(s). The Pricing will be inserted here as part of the Contract.

ATTACHMENT C: SUBCONTRACTOR UTILIZATION REPORT FORM

DIRECTIONS:

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

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

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

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

Signature & Date: _____

Business Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

ATTACHMENT D: PUBLIC RECORDS REQUIREMENTS

1. Public Records Access Requirements.

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

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

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

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

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

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

Attachment F: Task Assignment Change Order Form

DEP CONTRACT NO. _____

Task Assignment Number: _____ Date _____ Change Order No. _____

Contractor Name: _____

Contractor Contract Manager: _____ Phone: _____

DEP Contract Manager: _____ Phone: _____

Description of Change (Use Additional Sheets if necessary): _____

CHANGE IN TASK AMOUNT

<u>Item</u>	<u>Rate Schedule</u>	<u>Cost Reimbursement</u>	<u>Total</u>
Original Task Amount:	_____	_____	_____
Task Amount Prior to This Change Order:	_____	_____	_____
Net Increase/Decrease in Task Amount:	_____	_____	_____
Task Amount with all Change Orders:	_____	_____	_____

CHANGE IN TASK TIME

Original Task Completion Date:	_____
Completion Date Prior to This Change:	_____
Net Increase/Decrease in Task Period:	_____
Completion Date with all Change Orders:	_____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACTOR

Contract Manager	Date	Contract Manager	Date
------------------	------	------------------	------

APPROVED:

Cost Center Administrator	Date
---------------------------	------

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

SECTION 14.00 BID REPLY CHECKLIST

This “Checklist” is provided merely for the convenience of the Bidder and may not be relied upon in lieu of the instructions or requirements of this Bid.

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

- Complete, sign, and submit page 1 of the ITB, **The Solicitation Acknowledgement Form.**
- Provide the complete and signed **Price Sheet** per the instructions for pricing.
- Provide a **Vendor Rate Schedule** based on the Media Type Requirements for the pricing and services you provide. (if applicable)
- Complete and submit the **Vendor Principal Place of Business Attestation.**
- Complete, sign, and submit the **Vendor Drug-Free Workplace Attestation.**
- Complete, sign, and submit the **Bidder/Contractor or (Team, If Not Subcontractor) Summary Form.**
- Complete, sign, and submit the **Vendor Financial Attestation.**
- Complete, sign, and submit the **Vendor Responsibility Disclosure.**
- Complete, sign, and submit the **Vendor Conflicts of Interest Attestation.**

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