



FLORIDA DEPARTMENT OF STATE

Request for Proposal

Solicitation Acknowledgement Form

Page <u>1</u> of <u>36</u> pages	SUBMIT REPLY TO: Department of State R.A. Gray Building 500 South Bronough Street, Room 428 Tallahassee, Florida 32399-2150 Attention: Christina Harrell
AGENCY RELEASE DATE: March 5, 2018	

SOLICITATION TITLE: Videos for Florida Panhandle Shipwreck Trail	SOLICITATION NO: DOS-RFP 02/18-14
--	---

REPLIES WILL BE OPENED:	March 20, 2018 at 4:00 PM, Eastern Time and may not be withdrawn within: <u>180</u> days after such date and time.
-------------------------	--

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a response to an agency for the State of Florida, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:	*Authorized Representative's Signature *Name and Title of Authorized Representative *This individual must have the authority to bind the Respondent.
RESPONDENT MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	
--	--

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation 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 – INTRODUCTORY MATERIALS	6
1.0 Purpose	6
1.1 Definitions	6
1.2 Contract Term	6
1.3 Purchase/Contract Documentation	7
1.4 Solicitation Timeline.....	7
1.5 Special Accommodations	7
1.6 Procurement Officer	8
SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS	9
2.0 General Instructions to Respondents (PUR 1001 10/06).....	9
2.1 Addenda to the Solicitation Documents	9
2.2 Questions	9
2.3 Verbal Instructions.....	9
2.4 Alternate Replies.....	9
2.5 Terms and Conditions	10
2.6 Business Registration Requirement	10
2.7 MyFloridaMarketPlace Registration	10
2.8 Certification of Drug-Free Workplace Program	10
2.9 Diversity	10
2.10 Office of Supplier Diversity	11
2.11 Licenses, Permits, Other Charges.....	11
2.12 Employment Eligibility Verification (E-Verify).....	11
2.13 Subcontracting	11
2.14 Copyrighted Material	11
2.15 Vendor’s Duties to Assert Exemption from Disclosure as a Public Record	11
2.16 Conflict of Interest and Disclosure	12
2.17 Scrutinized Companies Lists (Contracts for \$1 million or more)	12
2.18 Cooperation with the Inspector General	13
2.19 Posting of Notice of Agency Decision	13
SECTION 3 – PROPOSAL SUBMISSION INSTRUCTIONS	14
3.0 Special Instructions for the Preparation of Proposals	14
3.1 Submittal Requirements	17

3.2	Delivery of Proposal	17
3.3	Proposal Opening	18
3.4	Proposal Administrative Review	18
3.5	Material Deviations.....	19
3.6	Changes to Proposal.....	19
3.7	Withdrawal of Proposal	19
3.8	Proposal Disposal	19
3.9	Proposal Preparation Cost	19
3.10	Right to Accept or Reject.....	19
	SECTION 4 - EVALUATION PROCESS.....	21
	SECTION 5 - SPECIAL CONDITIONS.....	23
5.0	General Contract Conditions – PUR 1000 (10/06)	23
5.1	Compliance with Laws.....	23
5.2	Breach of Contract	23
5.3	Damages upon Termination.....	23
5.4	Independent Vendor Status.....	23
5.5	Non-Discrimination	23
5.6	Invoices and Payments.....	23
5.7	Financial Consequences	24
5.8	Interest Penalties	24
5.9	Vendor Ombudsman.....	24
5.10	Travel Expenses.....	24
5.11	Department’s Contract Manager (DCM).....	24
5.12	Vendor’s Contract Manager.....	24
5.13	Governing Law and Venue	24
5.14	Records Audit.....	25
5.15	Records Retention.....	25
5.16	Accessible Electronic Information Technology	25
5.17	Performance Bond	25
5.18	Copyrights, Right to Data, Patents and Royalties	25
5.19	Intellectual Property	25
5.20	Information Technology Security Requirement.....	26
	SECTION 6 - ATTACHMENTS.....	27
	ATTACHMENT A - QUESTIONS SUBMITTAL FORM.....	28

ATTACHMENT B - STATEMENT OF WORK/SPECIFICATIONS AND REQUIREMENTS..... 29

ATTACHMENT C - PRICE PROPOSAL SHEET 32

ATTACHMENT D - DRUG FREE WORKPLACE CERTIFICATE 33

ATTACHMENT E - DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE 34

ATTACHMENT F - VENDOR REFERENCES 35

Things to Keep in Mind When Responding to a Solicitation

1. Read the entire document. Note critical items such as: mandatory requirements; sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. Note the Procurement Officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. Attend the pre-Proposal conference. (If applicable)
4. Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed in the Solicitation Timeline and view the answers given in the formal "addenda" issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System (VBS) website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.
5. Follow the format required in the Solicitation when preparing your Proposal. Provide point-by-point response to the required sections in a clear and concise manner.
6. Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The Replies are evaluated based solely on the information and materials provided in the Proposal.
7. Check the VBS website for Solicitation addenda. Before submitting your Proposal, check the VBS website to see whether any addenda were issued for the Solicitation. Some addenda require that you sign and return them with the Proposal.
8. Review and read the Solicitation document again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your Proposal.
9. Submit your Proposal on time. Note all the dates and times listed in the Solicitation Timeline and within the document, and be sure to submit all required items on time. Faxed, emailed or late Replies may not be considered.

SECTION 1 – INTRODUCTORY MATERIALS

1.0 Purpose

The Florida Department of State (DOS), Division of Historical Resources (DHR) is interested in new and exciting ways to promote the Florida Panhandle Shipwreck Trail (FPST) and the destinations near which the 12 wrecks are located (www.floridapanhandledivetrail.com). As part of this effort, DHR seeks a qualified video production company to film and produce promotional underwater/topside videos that depict the exciting history, culture, and heritage of the Florida Panhandle Shipwreck Trail. DHR requires 5 videos (at least 5 mins. each – no less than :30 over or under) highlighting the various shipwrecks and their destinations and 1 overall promotional video (at least 60 secs. long – no less than :10 over or under) highlighting the Trail in its entirety, with the option of recording 360-degree underwater footage (photo or video) of sections of the wrecks, as determined by DOS archaeologists. The videos should be broken up as such: two 5-minute videos covering wrecks in Pensacola, one 5-minute video covering the wreck in Destin, and two 5 minute videos covering wrecks in Panama City. The successful vendor shall capture and synthesize high-quality video footage (both underwater and topside) to be used on websites and social media, and distributed to dive shops to promote the Trail. Archaeologists will be present during all dives to discuss the history of the wrecks, lead the vendor around the wrecks, and decide which aspects of the wrecks should be highlighted in the videos and 360-degree footage.

1.1 Definitions

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. Certified Minority Business Enterprise: A business which has been certified by the Florida Department of Management Services, Office of Supplier Diversity, in accordance with Section 287.0943 (2) (e), Florida Statutes and Chapter 60A-9, Florida Administrative Code.
2. Contract: The agreement entered into between the Department and the successful Respondent after completion of the Request for Proposal process.
3. Deliverable: A tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.
4. Department: The Florida Department of State. (DOS)
5. FY: The State of Florida’s Fiscal Year, July 1 thru June 30.
6. Proposal/Response: All information and materials submitted by a Respondent in response to this RFP.
7. Respondent: Means a potential Vendor/Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent’s team who submits a proposal to this solicitation.
8. Vendor/Contractor: Any firm or person who submits a proposal to the Department in response to this ITN
9. Vendor Bid System (VBS): The system which allows all state agencies to advertise solicitations and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases.

1.2 Contract Term

The contract shall be in effect from the date of execution through June 30, 2018, unless terminated earlier by the Florida Department of State.

The resulting contract may not be renewed.

1.3 Purchase/Contract Documentation

This purchase shall be accomplished by issuance of a purchase order through MyFloridaMarketPlace (MFMP).

1.4 Solicitation Timeline

Listed below are important dates/times during which actions must be taken or completed. If the Department finds it necessary to update any of the dates/times noted, it will be accomplished by an Addendum to the solicitation. All times listed below are Tallahassee, Florida local time.

EVENT	DUE DATE	
Solicitation Released	March 5, 2018 @ 5:00 p.m.	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for vendor questions	March 12, 2018 @ 9:00 a.m.	Submit questions by email to christina.harrell@dos.myflorida.com and vonda.murray@dos.myflorida.com
Anticipated date answers to vendor's question will be posted on VBS	March 14, 2018 @ 3:00 p.m.	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
SEALED PROPOSALS DUE AND OPENED REMEMBER: Package should clearly marked with the following:	Must be received PRIOR to: March 20, 2018 @ 3:00 p.m. Public Meeting Opening March 20, 2018 @ 4:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Department of State Purchasing Office Attn: Christina Harrell 500 S. Bronough Street, Room 428 Tallahassee, FL 32399-0250
Anticipated Posting of Intended Award on VBS	March 29, 2018 @ 3:00 p.m.	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Contract Start date	April 3, 2018	

1.5 Special Accommodations

Any person with a qualified disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact the Purchasing Officer at 850-245-6581 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

1.6 Procurement Officer

The Procurement Officer is the Department's contracting personnel and the primary contact for this solicitation. All questions and requests for clarification should be directed to:

Christina Harrell, Purchasing Officer
500 S. Bronough Street – Room 428
Tallahassee, Florida 32399-0250
Phone # 850-245-6595
Procurement Officer's Fax #850-245-6560
christina.harrell@dos.myflorida.com

The Procurement Officer designates *Vonda Murray* as an alternate Procurement Officer when *Christina Harrell* is unavailable. Phone: 850-245-6590 email: vonda.murray@dos.myflorida.com

END OF SECTION

SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

2.0 **General Instructions to Respondents (PUR 1001 10/06)**

The “State of Florida PUR 1001 (10/06) General Instructions to Respondents” which is attached to this RFP, contains instructions explaining the solicitation process and the actions necessary to respond. The Department may attach additional information specific to each particular solicitation commonly referred to as “Special Instructions to Respondents.” In the event of any conflict between Form PUR 1001 and additional Department instructions, the additional instructions shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

Inapplicable Provisions of PUR 1001 General Instructions to Respondents

The following are not applicable:

- A. Section 3. Electronic Submission of Responses (entire section)
Responses shall be submitted in accordance with Section 3 of this solicitation.
- B. Section 5. Questions (language regarding submittal “via the Q & A board MFMP is not applicable”).
Questions shall be submitted in accordance with Section 2.2 of this solicitation.

2.1 **Addenda to the Solicitation Documents**

The Department reserves the right to amend this RFP. Any and all addenda will be in writing and posted on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

Each Respondent is responsible for monitoring the VBS for new or changing information.

2.2 **Questions**

Respondents shall address and submit any questions regarding this solicitation, via email, to the Procurement Officer identified in Section 1.6. Please use Attachment A – Questions Submittal Form. The Department will post answers to questions on the VBS as noted in Section 1.4 - Solicitation Timeline.

Questions will only be accepted if submitted in writing; reference PUR 1001 Section 5 for additional information. (See PUR 1001 - General Instructions to Respondents, Section 21, Limitation on Vendor Contact with Agency during Solicitation Period.)

2.3 **Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any State employee. Only those communications that are in writing from the Department’s Procurement Officer identified in Section 1.6 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only written, signed communications from Respondents will be recognized by the Department as duly authorized expressions on behalf of the Vendor.

2.4 **Alternate Replies**

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any proposal may result in the proposal being deemed non-responsive to the solicitation.

2.5 Terms and Conditions

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

- A. Statement of Work - Specifications and Requirements (Attachment B);
- B. Proposal Submission Instructions (Section 3);
- C. General Contract Conditions (PUR 1000); and
- D. General Instructions to Respondents (PUR 1001);
- E. Any Addenda to the RFP.

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Proposal, may result in rejection of a Proposal.

2.6 Business Registration Requirement

Under the provisions of Title 36, Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations prior to any execution of a contract agreement. Contact the Division of Corporations at (850) 245-6900.

2.7 MyFloridaMarketPlace Registration

Respondents desiring to sell commodities or contractual services to the State of Florida are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see, State of Florida PUR 1000 General Contract Conditions. The registration process requires the Vendor to electronically register a valid W-9 with the Department of Financial Services (DFS) at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions. Respondent must be registered on the MyFloridaMarketPlace website prior to DOS posting of the intent to award the contract.

2.8 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and vendors drug-free. Section 287.087, Florida Statutes, provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the Attachment D (Drug-Free Workplace Certificate) form to certify that the Respondent has a drug-free workplace program. The Vendor shall describe how it will address the implementation of a drug-free workplace in offering the items of proposal.

In the event that the Department receives identical proposals from two or more responsive Respondents with drug-free workplace programs, the final determination of the award shall be decided through the toss of a coin in a public meeting.

2.9 Diversity

The Department encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity (see contact information below) or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

Office of Supplier Diversity
Florida Department Management Services
4050 Esplanade Way, Suite 380

Tallahassee, Florida 32399-0950
Telephone: (850) 487-0915
Fax: (850) 922-6852
Email Address: osdhelp@dms.myflorida.com

2.10 Office of Supplier Diversity

The Office of Supplier Diversity has standing to protest, pursuant to Section 287.09451, F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding respondent has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, an agency failed to adopt applicable preference for minority participation. Any low respondent with no participation may be deemed not in “good faith.”

2.11 Licenses, Permits, Other Charges

The successful respondent shall pay for any and all licenses, permits, other charges and taxes required for the Contract, and shall comply with all laws, ordinances or other requirements applicable to the work specified during the term of this contract.

2.12 Employment Eligibility Verification (E-Verify)

Pursuant to State of Florida Executive Order No. 11-116, Vendor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Vendor during the contract term.

Only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization may perform work on this contract. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use – and it’s the best way employers can ensure a legal workforce.

2.13 Subcontracting

The successful vendor shall not subcontract, assign, or transfer any work identified under the resulting Contract without prior written consent of the Department. The awarded Vendor will be the prime service provider and shall be responsible for all work performed and all Contract deliverables.

2.14 Copyrighted Material

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

2.15 Vendor’s Duties to Assert Exemption from Disclosure as a Public Record

Any Proposal content submitted to DOS which is asserted to be exempted by law from disclosure as a public record shall be clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked “EXEMPT”, “confidential” or “trade secret” unless the entire page or paragraph consists of such confidential

information. Only the confidential portions(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DOS will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), Florida Statutes, or Section 688.002, Florida Statutes, where identified as such in the Proposal, to the extent permitted under Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes. Each Responding Vendor acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DOS.

It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

DOS takes its public records responsibilities under chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Vendor must also provide DOS with a separate Redacted Copy of its Proposal, in hard copy and on a CD, DVD- ROM or USB flash drive, at the time of Proposal submission.

This Redacted Copy should contain DOS's solicitation name, number, and the name of the Responding Vendor on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy must be provided to DOS at the same time the Vendor submits its Proposal and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

The Vendor shall protect, defend, and indemnify, save and hold harmless, DOS from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DOS to protect information redacted by the Vendor, and to further indemnify DOS for any other loss DOS incurs due to any claim being made against DOS regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If a Vendor fails to submit a Redacted Copy with its Proposal as described herein, DOS is authorized to produce the entire document(s), data or records submitted by the Vendor in answer to a public records request.

2.16 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. (Attachment E - Disclosure Statement Conflict of Interest Disclosure) All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement. The selected Vendor shall be required to provide written notification to DOS within five (5) working days of the discovery of any potential conflict of interest. DOS reserves the right to make an independent determination as to whether or not a conflict of interest exists.

2.17 Scrutinized Companies Lists (Contracts for \$1 million or more)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria.

In executing a contract, the Vendor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. The Vendor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs; and that any contract with the Department for goods or services of \$1 million or more may be terminated at the option of the Department if the Vendor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 Cooperation with the Inspector General

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

2.19 Posting of Notice of Agency Decision

The Notice of Agency Decision will be posted on or about the date shown in the Solicitation Timeline (1.4) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period).

Posting will be made available on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu and at the Department of State's Purchasing Office located in Tallahassee, Florida.

The Department shall not be obligated to pay for information obtained from or through any respondent prior to entering into a contract with the successful respondent.

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, any Respondent who is adversely affected by the Department's recommended award or intended decision must file a Notice of Protest or Formal Written Protest with the Agency Clerk in the Department's Office of General Counsel, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

END OF SECTION

SECTION 3 – PROPOSAL SUBMISSION INSTRUCTIONS

Each proposal shall be prepared simply and economically, following the instructions contained herein. Note: Fancy binding of replies, colored displays in replies, and promotional material are not desired. There is no intent to limit the content of the proposal and additional information deemed appropriate by the Respondent may be included. However, cluttering the proposal with irrelevant material makes the review more difficult.

All Proposal and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. All Proposal and related documents submitted in response to this RFP shall become the property of the State of Florida.

3.0 Special Instructions for the Preparation of Proposals

The instructions for this solicitation have been designed to help insure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and reply time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

Proposals are to be divided into three Sections:

- **SECTION ONE: Administrative Qualification Documents**
- **SECTION TWO: Technical Response**
- **SECTION THREE: Price Proposal**

A. SECTION ONE – Administrative Qualification Documents

Tab 1 – Attachments, Forms and Certifications

Responses to this RFP should include the following original documents and certifications:

1. Acknowledgement Form
2. Drug Free Workplace Certification (Attachment D)
3. Disclosure Statement/Conflict of Interest Disclosure (Attachment E)
4. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with DMS.
5. Proof of Business Registration (must be provided prior to contract execution- see Section 2.6)
6. Proof of MFMP Registration (must be provided prior to contract execution- see Section 2.7)

Tab 2 – Business Experience and Vendor References (Attachment F)

Vendors must complete Attachment F to provide DOS with a basis for determining the Vendor's direct experience that is relevant to the requirements of this solicitation. Respondents must meet the minimum requirements for business experience and vendor references provided below to be deemed "responsive."

Past Work Experience

The references and business experience provided in Attachment F must clearly indicate the Respondent's experience filming and producing underwater/topside videos.

Minimum Requirements for Experience and References

1. A minimum of three (3) references must be provided in Attachment F.
2. The Respondent must have provided the same or similar products or services as those specified in this RFP within the last five (5) years for the reference.

B. SECTION TWO – Technical Response

Failure of the Vendor to provide any of the information required in the Technical Response portion of the Proposal may result in a score of zero for that criteria of the evaluation or may result in the Proposal being deemed non-responsive and rejected.

The Technical Response section should be prepared by each responding Vendor utilizing 8.5” x 11” paper. All pages should be consecutively numbered.

Using the description of work outlined in Attachment B, Statement of Work – Specifications and Requirements, Vendors should prepare their Proposals in the order of the outlines below, with the sections tabbed for ease of identification and review.

Tab 1 – Business/Corporate Experience and Qualifications

Company Profile

Vendors shall include in their submittal background information, which, at a minimum, should include:

- a. Name and address of the business entity submitting the Proposal;
- b. date established;
- c. ownership (public company, partnership, subsidiary, etc.);
- d. primary type of business and number of years conducting primary business; and
- e. national accreditations, memberships in professional associations or other similar credentials.

Narrative /Record of Past Experience

It is mandatory that the proposer provide documentation of past performance. Such documentation is to include:

- A list of clients for whom similar assistance has been provided within the last five years.
- Identification of one project that is most comparable to this project.
- Works Samples. Examples of finished underwater videos and photographs.

The purpose of this section is to provide DOS with a basis for determining the Vendor’s direct experience that is relevant to the requirements of this solicitation.

Vendors should describe similar contracts executed in the last five (5) years that are of scope and size to the services sought in this RFP. Please be sure to identify all relevant similarities or differences to such contracts when compared to the services sought in this RFP. DOS desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

Qualifications and Experience: This section should present the qualifications of the Respondent and Respondent’s team. The following topics must be addressed:

- Respondent’s experience in carrying out similar projects;
- Documented Experience which demonstrates the Respondent’s Project Approach and Methodology as it pertains to the Department of State’s business needs.
- Respondent must list all names under which it has operated during the last five (5) years.

Litigation

Vendors are required to list and summarize any pending or threatened litigation; administrative or regulatory proceedings; or similar matters that could materially affect the Vendor or that could materially affect the Vendor's ability to service DOS. In addition, the Vendor must describe any administrative or civil litigation involving the Vendor and any State or Federal entity in the last five (5) years.

Tab 2 – Project Staff

It is **mandatory** that the proposer describe each person who will work with the project. For each team member, provide the following information:

- Resumes of the individuals who will be directly responsible for and involved with the project.
- Each person's level of participation in the project, including a breakdown of the time to be dedicated to the project.
- Provide a statement of assurance that at the time of response the project team members have the time available to complete the project as described in the response. The response should also describe the availability of needed resources during the project.
- If subcontractors will be used, provide the name(s) of each. Identify the tasks for which they will be responsible.

Tab 3 – Proposed Approach

It is **mandatory** that the proposer provide a description of the overall approach and processes to be used in carrying out the project, including the time for each step of the overall process.

Tab 4 – Samples

It is **mandatory** that the proposer provide at least 2 finished and edited videos (underwater or otherwise) completed within the last five years.

C. SECTION THREE - Price Proposal

Submitted price proposals must include budget for all production elements, including travel, pre-production, interview(s), b-roll shots, post-production, and final master video files created for distribution, including 360-degree video of below water shots of the shipwrecks, as well as highlighting marine life, divers, and features of the wrecks.

Tab 1 - Attachment C - Price Proposal Sheet

Each Vendor shall use the form provided as Attachment C, "Price Proposal Sheet", to provide fixed price rates for the services requested in this solicitation.

The prices provided shall include the cost of all necessary activities to accomplish the services outlined in the RFP and the Vendor's proposal hereto, including, but not limited to MyFloridaMarketPlace transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses, dive gear and videography equipment; boat rental; air fills; etc. Please do not itemize costs, rather calculate total cost and submit as one price in the table below. Failure by the Vendor to provide a price on Attachment C may result in the Proposal being deemed non-responsive and therefore, the Proposal may be rejected. Footnotes, notations, and exceptions made to Attachment C may not be considered.

Vendors must not include any Technical Response information or alternative Terms and Conditions within the Price Proposal Sheet. Proposals which include such information in the Price Proposal Sheet will be rejected as non-responsive.

3.1 **Submittal Requirements**

1. One (1) signed original **Administrative Qualifications Documents (SECTION ONE)** shall be enclosed. The Vendor shall also provide one (1) copy in electronic format to be submitted on CD, DVD-ROM or USB flash drive.
2. One (1) signed original **Technical Response (SECTION TWO)** shall be enclosed. The original should be labeled "Original Technical Response" Each Original shall also contain the Response in electronic format submitted on CD, DVD-ROM or USB flash drive. The Vendor shall also provide three (3) copies of its "Technical Response" and label them as "Technical Response-Copy".

If a Vendor considers any portion of its Technical Response to be confidential, the Vendor must submit a separate CD, DVD-ROM or USB flash drive in accordance with Section 2.15. This CD, DVD-ROM or USB flash drive should be titled "Redacted Copy."

3. One (1) signed original **Price Proposal (SECTION THREE)** shall be enclosed and sealed separately. The Vendor shall also provide one (1) copy in electronic format to be submitted on CD, DVD-ROM or USB flash drive.

Electronic files should be logically named and easily mapped to the hard copy submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

If a Vendor fails to submit the electronic, signed copies with its proposal, DOS reserves the right to contact the responding Vendor by telephone for submission of this document via email. This right will be exercised only when the Proposal has met all other requirements of the solicitation.

3.2 **Delivery of Proposal**

It is the respondent's responsibility to ensure their proposal is delivered to the proper place and by the deadline stipulated in the Solicitation Timeline. Proposals must be submitted in a sealed envelope/package by U.S. Mail, express or expedited courier delivery service, private courier, or hand delivery.

Notwithstanding Section 3 of the "State of Florida PUR 1001 (10/06) General Instructions to Respondents", the Department of State does not accept Electronic Submission of Responses.

The DOS Building is a secured facility, if you are hand-delivering the Reply, please allow for sufficient time to gain access into the building. **REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED.** The Department's clocks will provide the official time for Reply receipt.

The shipping package should be addressed as follows:

**Attention: Christina Harrell
Florida Department of State
Division of Administrative Services
500 S. Bronough Street – Room 428
Tallahassee, Florida 32399-0250**

Responding Vendor's Name
Solicitation Number: DOS-RFP 02/18-14
Title: Videos for Florida Panhandle Shipwreck Trail
Bid Opening: March 20, 2018 / 4:00 PM ET

The Department is not responsible for opening improperly marked Proposals.

3.3 Proposal Opening

A public proposal opening will be conducted at the time and date specified in the "Solicitation Timeline" (*SECTION 1.4*) in the Purchasing Office located at R.A. Gray Building, 500 S. Bronough Street, Room 428, Tallahassee, Florida, 32399-0250.

After the public proposal opening, the name(s) of all Respondents submitting proposals shall be made available to interested parties upon request to the Procurement Officer listed in *SECTION 1.6 – Procurement Officer*.

3.4 Proposal Administrative Review

A. Non-Responsive Replies

Each Vendor shall submit a Proposal that meets all material requirements of this RFP. DOS reserves the right to determine whether the Proposal meets the material requirements as outlined in the RFP solicitation. Material requirements of this RFP are those without which adequate analysis and comparison of Replies is impossible, or those that affect the competitiveness of Replies. DOS seeks to maximize competition and reserves the right to seek clarification from responding Vendors to obtain non-material information to complete a responsiveness review. Failure of a Vendor to provide required information may cause a Vendor to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Replies may include, but are not limited to, those which:

- fail to utilize, complete, and/or submit the mandatory prescribed forms;
- include terms and conditions contrary to the requirements of this solicitation;
- do not contain original authorized signatures;
- contain Technical or Proposal information contrary to those outlined in this RFP; and
- are not in conformance with the requirements and instructions contained herein.

A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED UNLESS, AT DOS'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE PROPOSAL BY DOS AND CAN BE EASILY AND QUICKLEY REMEDIED.

DOS reserves the right to wave minor irregularities in a Proposal. A minor irregularity is a variation of a technical nature to this RFP which does not affect the price of the Proposal or give the Vendors a substantial or unfair advantage over other Vendors. At its sole discretion, DOS may request a Vendor to provide clarifying information or additional materials to correct a minor irregularity. However, DOS will not request, and the Vendor shall not provide, additional materials that affect the price of the Proposal or give the Vendor an advantage or benefit not provided to all responding Vendors.

B. Disqualification for Non-Responsibility

DOS reserves the right to utilize sources other than those identified by the Vendor to obtain additional information regarding the prospective vendor's capability of fully performing a contract for the services outlined in this RFP as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Vendor is a Responsible Vendor. DOS will reject the Proposal submitted by any Vendor deemed not to be a Responsible Vendor.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Vendor is not a Responsible Vendor include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; bid or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

3.5 Material Deviations

The Department has established certain requirements with respect to proposals to be submitted by Respondents. The use of *shall*, *must*, or *will* (except to indicate simple futurity) in this Request for Proposal indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient proposal is not in substantial accord with this Request for Proposal requirements, provides an advantage to one Respondent over other Respondents, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department or otherwise adversely impact the Department's interest. Material deviations cannot be waived and shall be the basis for rejection of a proposal.

3.6 Changes to Proposal

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Department of State Purchasing Office. Rule 60A-1.002(11), Florida Administrative Code (F.A.C.), specifically prohibits modification of a proposal after proposals are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the written approval of the Purchasing Office prior to the proposal opening date.

3.7 Withdrawal of Proposal

A Respondent may withdraw a Proposal by written notice to the Department on or before the deadline specified for the receipt of Proposal in the Solicitation Timeline of this Solicitation. Such written notice is to be submitted to the Procurement Officer at the address specified

3.8 Proposal Disposal

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in proposal to this RFP. Selection or rejection of the proposal shall not affect this right.

3.9 Proposal Preparation Cost

The Department is not liable for any costs incurred by a Respondent in responding to this RFP, including those for oral presentations, if applicable.

3.10 Right to Accept or Reject

The Department reserves the right to accept or reject any and all proposals failing to meet mandatory

responsiveness requirements, or containing material deviations, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest. Additionally, the Department reserves the right to reject any and all proposals and to re-solicit if in the best interest of the Department.

Respondents are responsible for thoroughly reviewing the specifications of this Request for Proposal.

END OF SECTION

SECTION 4 - EVALUATION PROCESS

DOS's Evaluation Team will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP.

Proposal Evaluation

Replies will be evaluated using the criteria set forth in this section.

Evaluators will not search through the Proposals for information that is missing from a section being reviewed, so it is important for the Vendor to carefully follow the RFP organization and contents specified for Proposals in Section 3. DOS will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In reply to a Clarification Request, DOS will not allow or evaluate any information that does not respond directly to the Clarification Request.

Vendors are responsible for thoroughly reviewing all of the RFP requirements to ensure that their Proposal and proposed approach are fully compliant with RFP requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned.

Evaluation Criteria

A maximum of 150 points may be awarded to a proposal by each reviewer. The points awarded in each category by each reviewer will be totaled and then averaged so that each vendor has a single score. Based on the vendor's single score, the vendor issuing the proposal receiving the highest single score points will be selected. The categories for evaluation and a general statement of the criteria for each area are outlined below:

Evaluation Criteria	Maximum Points Available Whole number only
<p><i>Proposed Approach</i> The proposal will be evaluated to determine the appropriateness of the approach for promoting Florida's Panhandle Shipwreck Trail and the ability of the company to collect footage for and edit FIVE 5 minute videos of various shipwrecks and their destinations and ONE 1-minute video of the overall Trail, and an option of 360-degree footage. (Omitted – 0; Poor – 15; Adequate – 25; Good – 30; Exceptional – 45)</p>	45
<p><i>Production Company/Videographer</i> The quality of the production company/videographer will be evaluated, including relevant experience and knowledge. It is required that the production company/videographer have an established history of recording and editing underwater footage. (Omitted – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)</p>	40
<p><i>Project Examples</i> The applicant will provide at least 2 examples of work completed on similar projects. Examples will include activities done during the project, the scope of work accomplished, and finished underwater videos and/or photos. (Omitted – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)</p>	40

<p>Price Proposal</p> <p>1. The Department will take the following steps upon reviewing Vendor Price Replies.</p> <ol style="list-style-type: none"> a. Confirm that the Proposal includes a fixed price b. Confirm that the Proposal is submitted using the Department's Price Proposal Sheet (Attachment C) c. Confirm that prices are clear and unambiguous d. Check the arithmetic in the Price Proposal and conduct a Clarification Request for any computational or transfer errors noted e. Confirm that the Vendor has not submitted any Technical Response information, Vendor assumptions, changes or additional terms and conditions <p>2. The maximum available points (25) will be awarded to the Vendor with the lowest Price Proposal.</p> <p>3. The remaining Proposals from all other Vendor's will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula: (Lowest price submitted by any vendor / Actual Price submitted by vendor) X 25 = Points awarded</p>	<p>25</p>
<p>Total Possible Points for the Proposal</p>	<p>150</p>

Identical Scoring of Replies

In the case of an exact tie in the scoring, the tie will be resolved in accordance with section 295.187, Florida Statutes and Rule 60A1.011, Florida Administrative Code, which may include certification that a drug-free workplace has been implemented. Vendors may execute and return Certification of a Drug Free Workplace (Attachment D), to be considered in the event of an exact tie score.

END OF SECTION

SECTION 5 - SPECIAL CONDITIONS

5.0 **General Contract Conditions – PUR 1000 (10/06)**

The “State of Florida PUR 1000 (10/06) General Contract Conditions” – attached to this RFP, contains terms and conditions that apply to this solicitation. It is understood and agreed that Section 5 – Special Conditions are in addition to the General Contract Conditions (PUR 1000). In the event of any conflict between Form PUR 1000 and additional Department special conditions, the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

5.1 **Compliance with Laws**

The Vendor 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 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Vendor shall comply with Section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination.

5.2 **Breach of Contract**

In the case of breach of contract on the part of the vendor, the Department reserves the right to cancel the contract and charge the vendor for the reprocurement of satisfactory service or product on the open market, or other remedies available to the Department pursuant to the provisions of the Uniform Commercial Code, Chapter 672, F.S., relating to the breach of express or implied warranties, including, but not limited to, warranties of fitness for a particular purpose or use.

5.3 **Damages upon Termination**

The Department’s exercise of the right to terminate shall not release the vendor from its obligation to pay damages incurred by the State due to any breach by vendor, including re-procurement costs, prior or subsequent to the notice of termination.

5.4 **Independent Vendor Status**

The Vendor shall be considered an independent Vendor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

5.5 **Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in, the performance of this Contract.

5.6 **Invoices and Payments**

The Vendor agrees to submit invoices for compensation for delivery of products in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of product(s).

Vendor's acceptance of final payment shall constitute a full waiver of any and all claims by Vendor against the Department arising out of this Agreement or otherwise relating to the goods or services, except those previously made in writing and identified by Vendor as unsettled at the time of the final payment.

5.7 Financial Consequences

The Department's contract manager shall review the Vendor's Work/services as completed. If the Vendor fails to perform specified tasks in accordance with the Scope of Work the Department's contract manager shall not authorize payment.

5.8 Interest Penalties

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the vendor's rights and the State agency's responsibilities concerning penalties and time limits for payment of invoices.

5.9 Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

5.10 Travel Expenses

No travel expenses shall be allowed under the resulting contract; unless specifically set forth herein.

5.11 Department's Contract Manager (DCM)

The Department's Contract Manager's information shall be provided upon contract execution. The DCM will receive for the Department all invoices called for in this contract and will represent the Department in the technical phases of work. However, in no event shall any understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of this contract between the vendor and a person other than the DCM be effective or binding upon the Department unless approved in writing by the DCM. The Department shall notify the vendor in the event there is any change of Department's Contract Manager.

5.12 Vendor's Contract Manager

Vendor shall provide contract supervision (when applicable) and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. Vendor shall be responsible to see that the finished Work complies accurately with the contract documents. All communications given to the Vendor's contract supervisor shall be as binding as if given to the Vendor. The Department shall have the right to direct Vendor to remove and replace its supervisor, with or without cause. The successful Vendor shall provide the name, telephone number, and email address of the Vendor's contract manager assigned to the project prior to commencement of the Work. The Vendor shall notify the Department in the event there is any change of the Vendor's Contract Manager.

5.13 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

5.14 Records Audit

1. The successful Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract. Further, the successful Vendor agrees to allow the Department or the Office of the Auditor General access to all documentation and records related to this contract to conduct a financial or compliance audit at any time during the term of the contract and for five (5) years after contract termination.
2. The successful respondent agrees to include all record-keeping requirements in all sub-contracts and assignments related to this Contract.

5.15 Records Retention

All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following Contract expiration, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location. Violations will be noted and forwarded to the Department's Inspector General for review.

5.16 Accessible Electronic Information Technology

When applicable, Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

5.17 Performance Bond

A performance bond is not required.

5.18 Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

5.19 Intellectual Property

Unless otherwise agreed in writing, (i) intellectual property rights to preexisting property will remain with Vendor, (ii), intellectual property rights to all property created or otherwise developed by Vendor specifically for Customer will be owned by the Customer and the State of Florida. Proceeds derived from the sale, licensing, marketing or other authorization related to any such agency controlled intellectual property right shall be handled in the manner specified by applicable state statute.

5.20 Information Technology Security Requirement

Vendors, providers, and partners employed by the Department of State or acting on behalf of the Department shall comply with Rule 71A-1 of Florida Administrative Code, Department security policies, and employ adequate security measures to protect Department information, applications, data, resources, and service.

END OF SECTION

SECTION 6 - ATTACHMENTS

Attachment A – Question Submittal Form

Attachment B – Statement of Work, Specifications and Requirements

Attachment C – Price Proposal Sheet

Attachment D – Drug Free Workplace Certificate

Attachment E – Disclosure Statement Conflict of Interest Disclosure

Attachment F – Business Experience and Vendor References

ATTACHMENT A - QUESTIONS SUBMITTAL FORM

Vendors should complete the table provided based on their questions relating to this RFP. The completed form shall be submitted in accordance with the instructions provided in Section 2.2. This form may be expanded as needed to facilitate response to this requirement.

VENDOR NAME: _____

Vendor Question Number	RFP Page Number, Section Number, Subsection Reference	Vendor Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add additional rows or pages as necessary.

ATTACHMENT B - STATEMENT OF WORK/SPECIFICATIONS AND REQUIREMENTS

Scope of Service.

This section contains the Scope of Service that will be required in any contract that may be executed as a result of this Solicitation. By submitting a proposal, each Respondent specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this Solicitation, all requirements referencing “Contractor” contained within the Scope of Service below be applicable to the Respondent should he/she be deemed the successful Respondent.

All services to be performed by, or under the direction of the successful Respondent under any resulting contract, shall meet or exceed the minimum requirement outlined in this Solicitation. Under no circumstances shall services meeting less than the minimum services requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with requirement and rules, regulations and governance contained in this Solicitation and successful Respondent shall be held responsible therefore.

DOS/DHR requires a production company experienced in working in an underwater setting and editing and synthesizing underwater footage. Underwater footage of at least 5 wrecks and associated marine life will be recorded. Above water footage will be collected on location and include cinematic interviews with archaeologists, who will recount the histories of 12 of the shipwrecks. Archaeologists will be present during all dives to discuss the history of the wrecks, lead the vendor around the wrecks, and decide which aspects of the wrecks should be highlighted in the videos and 360-degree footage. The production company is responsible for hiring an underwater videographer if it does not have one on staff.

The production company must provide scripts and storyboards to DHR for review prior to filming. Upon filming, the vendor must provide raw/draft versions of the videos for DHR to review and comment upon. The production company is responsible for correcting errors identified by DHR in the draft versions. DHR requires 5 videos (at least 5 mins. each – no less than :30 over or under) highlighting the various shipwrecks and their destinations (spotlighting local dive shops and charters) and 1 overall promotional video (at least 60 secs. long – no less than :10 over or under) highlighting the Trail in its entirety, with the option of recording 360-degree underwater footage (photo or video) of sections of the wreck, as determined by DOS archaeologists. The videos should be broken up as such: two 5-minute videos covering wrecks in Pensacola, one 5-minute video covering the wreck in Destin, and two 5 minute videos covering wrecks in Panama City. Final submission of completed videos in digital format are due by June 15, 2018. Rights to the videos will belong exclusively to DOS.

Sufficient video should be recorded at each wreck and above water at each location. The vendor may opt to bring diver(s) to each wreck to provide testimonials about their diving experience. The videos should include biological aspects of the wreck, divers in the background of the wreck, features of the wreck itself, and experts speaking about the histories of the wrecks. DHR archaeologists will accompany the videographer. If time allows, videographer may collect optional 360-degree underwater footage (photo or video) of interesting areas of the wrecks for use on the Panhandle Shipwreck Trail website. Videos are expected to implement sleek motion graphics to enhance the films along with quality music and sound design to bring the history and experience of the shipwrecks and their locations to life.

Video collection will take place over 6 to 10 days in April 2018. All dives will be completed by April 30. Specific dates for travel will be coordinated with DHR and based on weather and dive conditions. Dives will be made out of Pensacola, Destin, and Panama City.

The vendor is required to have their own diving insurance (Diver’s Alert Network or otherwise), be certified to dive at least 130 feet deep, and supply their own dive gear (rental or otherwise). The vendor is responsible for reserving the boat, though the DOS will choose the charter company and send the details to the vendor. It is important to reserve the whole boat for the project, and ensure the boat can take at least 6 divers.

The production company is required to work closely with DHR throughout the entire project process to understand the vision of the videos and to satisfy the requirements of the videos.

The production company is responsible for designing, staffing, filming, and editing the promotional videos as detailed below:

- Pre-production
 - Creative development and coordination with DOS
 - Submission of script and story board for DOS review and comments
 - If DOS requires changes to script/story board, change/re-submit for review
- Production
 - Coordination with DOS about travel dates, dive schedule
 - Coordination of boat reservation, optional diver(s), gear rental
 - Filming with high-definition underwater camera, lighting, audio, crew/staffing
- Post-production
 - Edit (assembly, music, effects, revisions)
 - Encode/uploading for review and delivery

Deliverables: Production company agrees to submit the following deliverables:

- a) Hire dive 'extras' if desired, secure appropriate actor/model forms and provide DOS with copies
- b) Reserve dive boat/charter
- c) Script/story board
- d) Rough cut of 6 videos, with option of 360-degree underwater footage (photo or video)
- e) If DOS requires changes to rough cut videos, change and re-submit rough cut videos
- f) Any final changes will be incorporated and 6 final versions will be submitted to DOS
 - Final version of 6 videos in mp4 format
 - Final version of 6 videos in YouTube/Vimeo format
 - Final version of 6 videos in avi format
 - Any other audio and visual files created for this project

Qualifications

It is required that the production company/videographer have experience collecting underwater footage and photographs and editing footage into completed videos that are expected to implement sleek motion graphics to enhance the films along with quality music and sound design.

TERMS

The term begins upon issuance of purchase order and continues through June 15, 2018.

SCHEDULING

The videos will be recorded in April 2018. Exact dates will be determined after discussion with the production company. Edited videos will be due no later than June 15, 2018.

The tentative dates for travel include 6 to 10 days in April 2018 and will be chosen based on weather, with the possibility of rescheduling or adding days in the event of inclement weather. The project timeline will be as close as possible to the following:

TRIP 1

Area 1, Pensacola:

Day 1: Travel to Pensacola

Day 2: Dive Pete Tide II and YDT-14

Day 3: Dive USS Oriskany, travel to Destin

Area 2, Destin:

Day 4: Dive Miss Louise

Day 5: Return travel to Tallahassee

Day 6: Potential extended weather day

TRIP 2

Area 3, Panama City:

Day 1: Travel to Panama City

Day 2: Dive Black Bart and USS Strength

Day 3: Dive USS Accokeek and USS Chippewa

Day 4: Return travel to Tallahassee

Day 5: Potential extended weather day

**Because this project covers wrecks in three separate areas, the vendor may choose to film all venues in a single 8 to 10-day trip, OR break the trip into two segments taking place in April 2018. Furthermore, if there are inclement weather days or the vendor feels it is necessary to spend more time on each site, more days can be added to the trip.

All diving must be completed in such a manner that the production company has enough time to edit the 6 videos and provide edited and completed versions to the Department of State **no later than June 15, 2018**. DHR requires 5 videos (around at least 5 mins. Each – no less than :30 over or under) highlighting the various shipwrecks and their destinations and 1 overall promotional video (around at least 60 secs. Long – no less than :10 over or under) highlighting the Trail in its entirety, with the option of recording 360-degree underwater footage (photo or video) of particularly impressive sections of the wrecks. The videos should be broken up as such: two 5-minute videos covering wrecks in Pensacola, one 5-minute video covering the wreck in Destin, and two 5 minute videos covering wrecks in Panama City. Archaeologists will be present during all dives to discuss the history of the wrecks, lead the vendor around the wrecks, and decide which aspects of the wrecks should be highlighted in the videos and 360-degree footage.

INTELLECTUAL PROPERTY REQUIREMENT

All materials resulting from DOS funding under this contract, including final video files, raw video footage, sound recordings, scripts and storyboards shall become property of DOS. DOS shall have the royalty-free, exclusive, and irrevocable right to reproduce, publish, modify, or otherwise use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to authorize others acting on behalf of DOS to do so. DOS retains the right, upon signature of contract, to reproduce and distribute all copyrighted material(s) in perpetuity.

The Vendor is required to inform DOS of any copyrighted materials that are going to be used within the videos and submit them to DOS for approval. Vendor warrants that any submission does not include any unlicensed copyrighted material. Vendor also agrees to hold DOS harmless in any copyright disputes.

FINANCIAL CONSEQUENCES

The vendor shall pay the Department the amount of one hundred dollars (\$100) per calendar day the vendor fails to complete agreed upon work on the scheduled date(s). Allowing completion after the time allowed shall not act as a waiver of financial consequences.

Nothing in this section shall be construed to make the bidder liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Department's right to pursue its remedies for other types of damages.

ATTACHMENT C - PRICE PROPOSAL SHEET

Florida Department of State DOS-RFP 02/18-14
Videos for Florida Panhandle Shipwreck Trail

After the purchase order is issued, DHR will work with the selected vendor to finalize specific dates for diving and videography. Finished videos are due by June 15, 2018. Prices are broken up by dive destinations in case weather stalls/halts/cancels videography and a total of 6 videos is not possible. Refer to above project timeline. Final videos should be included in each deliverable price.

Area 1 (Pensacola) Videography, editing, final videos \$ _____ (a)
Not to exceed 40% of total cost.

Area 2 (Destin) Videography, editing, final video \$ _____ (b)
Not to exceed 20% of total cost.

Area 3 (Panama City) Videography, editing, final videos \$ _____ (c)
Not to exceed 40% of total cost.

(a) + (b) + (c) = Total for award \$ _____

Optional 360-degree underwater footage (photo or video) \$ _____
(Unit Price for each Area)

Company Name: _____

Company Contact Name: _____ Contact Phone # _____

Address: _____

City: _____ State: _____ Zip: _____

Printed Name of Authorized Representative: _____

****This individual must have the authority to bind the Vendor.***

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT D - DRUG FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS – Preference will be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug free workplace program. In order to have a drug free workplace program, a business must:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT’S SIGNATURE

Name (typed or printed)

Title

Date

ATTACHMENT E - DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of DOS, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Vendor's firm or any of its branches or affiliates. All Vendors must also disclose the name of previous employee of DOS who has received or will receive compensation of any kind to seek to influence the actions of DOS in connection with this procurement.

The following persons are officers, directors, employees, or agents of Vendor's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Vendor's firm:

_____	_____
_____	_____

The following previous employee(s) of DOS have sought to influence DOS in this procurement on behalf of the Vendor:

_____	_____
_____	_____

The Vendor has no interest to disclose and has had no person seeking to influence DOS in connection with this procurement.

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

ATTACHMENT F - BUSINESS EXPERIENCE AND VENDOR REFERENCES

Vendor Name: _____

Vendors are required to submit with their response, references for at least three (3) separate and verifiable clients for projects/contracts with services of a similar size and parameters of those requested in this solicitation. The Department reserves the right to obtain and utilize references not provided by the Respondent. The Department reserves the right to contact any and all references in the course of this solicitation to determine the responsiveness of a Vendor's Response, not subject to review or challenge.

Negative references will automatically disqualify the Contractor. The references and past experience provided below must demonstrate that the Contractor meets the following requirements:

1. The Respondent must have provided the same or similar products or services as those specified in this RFP within the last five (5) years for the reference.
2. The same entity, i.e., client, company, may not be listed more than once.
3. Confidential clients **must not** be included.

Failure to meet the mandatory requirements for Business Experience/Vendor References shall result in the Respondent's Bid being deemed Non-Responsive.

Reference Information	Business Experience #1
Company Name	
Contact Person / Title	
Address	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Approximate Contract Value:	\$
Summary of Services	

Reference Information	Business Experience #2
Company Name	
Contact Person / Title	
Address	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Approximate Contract Value:	\$
Summary of Services	

Reference Information	Business Experience #3
Company Name	
Contact Person / Title	
Address	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Approximate Contract Value:	
Summary of Services	