



FLORIDA DEPARTMENT OF STATE

Invitation to Bid

Solicitation Acknowledgement Form

Page <u>1</u> of <u>52</u> pages	SUBMIT BIDS TO: Department of State R.A. Gray Building 500 South Bronough Street, Room 428 Tallahassee, Florida 32399-2150
AGENCY RELEASE DATE: June 5, 2020	

SOLICITATION TITLE: Voter Education Marketing Campaign	SOLICITATION NO: DOS-19/20-050
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REPLIES WILL BE OPENED:	June 18, 2020 at 3:30 PM, Eastern Time and may not be withdrawn within: 180 Days after such date and time.
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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:	<p>*Authorized Representative's Signature</p> <hr/> <p>*Name and Title of Authorized Representative</p> <hr/> <p>*This individual must have the authority to bind the Respondent.</p>
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.):	
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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 ERROR! BOOKMARK NOT DEFINED.

SECTION 1 – INTRODUCTORY MATERIALS..... **5**

1.1 PURPOSE 5

1.2 DEFINITIONS 5

1.3 CONTRACT TERM 5

1.4 SPECIAL ACCOMMODATIONS 5

1.5 PROCUREMENT OFFICER 5

1.6 CONTRACT DOCUMENTATION 6

SECTION 2 – SOLICITATION PROCESS..... **6**

2.1 GENERAL OVERVIEW 6

2.2 QUESTIONS AND ANSWERS 6

2.3 TIMELINE OF EVENTS 6

2.4 ADDENDUM TO SOLICITATION 7

2.5 CONTRACT FORMATION 7

2.6 DISCLOSURE OF PROPOSAL CONTENTS 7

2.7 CLARIFICATION PROCESS 7

2.8 DIVERSITY 7

SECTION 3 – SPECIAL INSTRUCTIONS TO BIDDERS..... **8**

3.1 GENERAL INSTRUCTIONS 8

3.2 VERBAL INSTRUCTIONS 8

3.3 ALTERNATE REPLIES 8

3.4 BUSINESS REGISTRATION REQUIREMENT 8

3.5 MYFLORIDAMARKETPLACE REGISTRATION 8

3.6 FLORIDA SUBSTITUTE FORM W-9 PROCESS 8

3.7 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM 9

3.8 OFFICE OF SUPPLIER DIVERSITY 9

3.9 LICENSES, PERMITS, OTHER CHARGES 9

3.10 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) 9

3.11 SUBCONTRACTING 10

3.12 COPYRIGHTED MATERIAL 10

3.13 VENDOR’S DUTIES TO ASSERT EXEMPTION FROM DISCLOSURE AS A PUBLIC RECORD 10

3.14 CONFLICT OF INTEREST AND DISCLOSURE 11

SECTION 4 – BID CONTENT **11**

4.1 SPECIAL INSTRUCTIONS FOR THE PREPARATION OF BIDS 11

SECTION 5 – BID SUBMITTAL REQUIREMENTS **12**

SECTION 6 - SELECTION METHODOLOGY **16**

6.1 BASIS OF AWARD 16

6.2 POSTING OF AWARD 17

6.3 NOTICE OF PROTEST 17

Attachments:

- Attachment A – Sample Contract
- Attachment B – Statement of Work
- Attachment C – Price Sheet

Forms:

- Form 1 – Mandatory Responsiveness Requirements
- Form 2 – Contact Information
- Form 3 – Past Performance and Experience
- Form 4 – Subcontracting
- Form 5 – Drug Free Workplace Certification
- Form 6 – Conflict of Interest Disclosure
- Form 7 – Non-Disclosure Affidavit
- Form 8 – Statement of No Involvement
- Form 9 – Security Acknowledgement
- Form 10 – Non-Disclosure Agreement

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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-Bid 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 Bid. 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 will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The Vendor's submission is based solely on the information and materials provided in the Bid.
7. Check the VBS website for Solicitation addenda. Before submitting your Bid, 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 Bid and the requested copies must be identical and be complete.
9. Submit your Bid 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

1.1 Purpose

The Department of State (DOS), is seeking a responsible Vendor to produce a Voter Education Marketing Campaign.

The minimum requirements are contained herein in Attachment B - Statement of Work.

1.2 Definitions

The following terms used in this ITB, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. Bid: Vendor's response to this solicitation.
2. 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.
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. Mediation: Staff involvement in the requesting process.
7. Contract: The binding agreement between the State of Florida and the awarded Vendor to procure the services described herein.
8. 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.

1.3 Contract Term

The resulting Contract shall be in effect from the date of execution through September 30, 2020, unless terminated earlier by the Department.

The resulting Contract may not be renewed.

1.4 Special Accommodations

Any person with a qualified disability requiring special accommodations due to a disability should contact the Purchasing Officer at 850-245-6590 at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact the Florida Relay Services which can be reached at (800) 955-8771 (TDD).

1.5 Procurement Officer

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

Jeanie Vause, Procurement Officer
500 S. Bronough Street, Suite 428
Tallahassee, Florida 32399-0250
Phone: 850-245-6595
Email: Jeanie.vause@dos.myflorida.com

*****PLACE THE BID NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER. *****

1.6 Contract Documentation

This purchase shall be accomplished by issuance of a formal Contract.

END OF SECTION 1

SECTION 2 – SOLICITATION PROCESS

2.1 General Overview

The Invitation to Bid (ITB) is a method of competitively procuring a commodity or contractual service under Chapter 287, Florida Statutes. Bidders can submit formal questions in writing to the Procurement Officer by the deadline listed in Section 2.3, Timeline of Events.

2.2 Questions and Answers

Bidders will address all inquiries regarding this ITB to the Procurement Officer, via email, during the Question and Answer period. The deadline for submission of questions is reflected in Section 2.3, Timeline of Events. If the Department makes changes based on questions received, the Department will issue an addendum to the ITB.

The Department requests that all questions have the ITB number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	ITB Section	ITB Page #	Question

2.3 Timeline of Events

The table below contains the Timeline of events for this ITB. The dates and times within the Timeline of Events are subject to change. The Department reserves the right to adjust the schedule and will notify participants in the ITB by posting an addendum on the VBS. It is the Bidder's responsibility to check for any changes on the VBS. All changes to the Timeline of Events will be made through an addendum to the ITB. Bidders are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below.

TIMELINE OF EVENTS		
Event	Time	Date
ITB posted on the VBS		June 5, 2020
Deadline to submit questions to the Procurement Officer	5:00 P.M.	June 10, 2020
Department's anticipated posting of answers to Bidder's questions on the VBS.	5:00 P.M.	June 12, 2020

Deadline to submit Bids and all required documentation to the Procurement Officer	3:00 P.M.	June 18, 2020
Public Opening 500 S. Bronough Street Tallahassee, Florida 32399 (see page 15)	3:30 P.M.	June 18, 2020
Anticipated Date to post Notice of Intent to Award		June 22, 2020
Anticipated Contract Start Date		June 24 , 2020

2.4 Addendum to Solicitation

The Department reserves the right to modify this ITB by issuing an addendum posted on the VBS. It is the responsibility of the Bidder to check VBS for any changes.

2.5 Contract Formation

The Department may issue a Notice of Intent to Award to the successful Bidder. The Department shall not be liable for any work performed before the issuance of a formal Contract.

The Department intends to enter in a formal Contract with a Bidder pursuant to the Basis of Award section of this ITB. No additional documents submitted by a Bidder will be incorporated in the PO unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis of Award.

2.6 Disclosure of Proposal Contents

All documentation supplied to the Department as part of a Bid becomes the exclusive property of the Department and will not be returned to the Bidder unless withdrawn prior to the deadline to submit Bids in accordance with the modification or withdrawal of Bid requirements in Section 5.5. Selection or rejection of a Bid shall not affect this right.

The State of Florida shall have the right to use all ideas, or adaptations of ideas, contained in any Bid received in response to this ITB. Selection or rejection of a Bid shall not affect this right.

2.7 Clarification Process

The Department may request clarification from the Bidder for resolving ambiguities or questioning information presented in its Bid. Clarifications may be requested throughout the ITB process. The Bidder's answer to requested clarifications must be in writing and must address only the information requested. The Bidder's answer to requested clarifications must be submitted to the Department within the time specified by the Department in the request.

2.8 Diversity

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

SECTION 3 – SPECIAL INSTRUCTIONS TO BIDDERS

3.1 General Instructions

The General Instructions to Respondents is the PUR 1001, 2006 version, which is incorporated by reference and can be accessed at:

Section 3 and 5 of PUR 1001 are inapplicable and are replaced as follows:

- **Section 3. Electronic Submission of Proposal**
Proposals shall be submitted in accordance with Section 5.2, How to Submit a Proposal, of this ITB.
- **Section 5. Question**
Questions shall be submitted in accordance with Section 2.2 of this ITB.

3.2 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Bidder 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 1.5 of this ITB shall be considered a duly authorized expression on behalf of the Department. Only written, signed communications from Bidders will be recognized by the Department as duly authorized expressions on behalf of the Vendor.

3.3 Alternate Replies

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

3.4 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 execution of a PO agreement. Contact the Division of Corporations at (850) 245-6900.

3.5 MyFloridaMarketPlace Registration

The awarded Bidder(s) must have completed this process prior to the issuance of a purchase order. For additional information, please visit:

<https://vendor.myfloridamarketplace.com>

3.6 Florida Substitute Form W-9 Process

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

<http://www.myfloridacfo.com/Division/AA/StateAgencies/W9Instructions022212.pdf>

3.7 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 Bidder that certifies it has implemented a drug-free workforce program. If applicable, the Bidder shall sign and submit Form 5 (Drug-Free Workplace Certificate) to certify that the Bidder 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 (2) or more responsive Bidders with drug-free workplace programs, the final determination of the award shall be decided through the toss of a coin in a public meeting.

3.8 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." 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

3.9 Licenses, Permits, Other Charges

The successful Bidder 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 agreement.

3.10 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

3.11 Subcontracting

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

3.12 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, and Florida Statutes.

3.13 Vendor's Duties to Assert Exemption from Disclosure as a Public Record

Any bid content submitted to the Department 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. Bidders 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. The Department 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 Respondent 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 the Department.

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

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

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

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

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

3.14 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders 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. (Form 5 - 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 Bidder's firm or any of its branches or affiliates. All Bidders 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 Bidder shall be required to provide written notification to the Department within five (5) working days of the discovery of any potential conflict of interest. The Department reserves the right to make an independent determination as to whether or not a conflict of interest exists.

END OF SECTION 3

SECTION 4 – BID CONTENT

Each Bid 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 Bid and additional information deemed appropriate by the Bidder may be included. However, cluttering the Proposal with irrelevant material makes the review more difficult.

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

4.1 Special Instructions for the Preparation of Bids

The instructions for this ITB have been designed to help insure that all Bids 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. Bids are to be divided into three (3) sections:

- **TAB 1:** Administrative Qualification Documents
- **TAB 2:** Technical Response
- **TAB 2:** Price Sheet

Tab 1 – Attachments, Forms and Certifications

Bids should include the following original documents and certifications:

1. Letter of Commitment
2. Acknowledgement Form (Page 1 of this ITB)
3. Form 1 – Mandatory Responsiveness Requirements
4. Form 2 – Contact Information
5. Form 4 – Subcontracting
6. Form 5 – Drug Free Workplace Certification
7. Form 6 – Conflict of Interest Disclosure
8. Form 7 – Non-Collusion Affidavit
9. Form 8 – Statement of No Involvement
10. Form 9 – Security Acknowledgement
11. Form 10 – Non-Disclosure Agreement
12. Proof of Business Registration (must be provided prior to issuance of a PO - see Section 5.1.6)

Tab 2 – Technical Response

Each Bidder shall submit their technical response as specified in Attachment B, Statement of Work and in the order listed in Section 11 of Attachment B.

Tab 3 – Attachment C - Price Sheet

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

The prices provided shall include the cost of all necessary activities to accomplish the services outlined in the ITB and the Bids hereto, including, but not limited to MFMP transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Bidder to provide a price on Attachment C may result in the Bid being deemed non-responsive and therefore, the Bid may be rejected. Footnotes, notations, and exceptions made to Attachment C may not be considered.

Bidders must not include any technical response information or alternative terms and conditions within the Price Sheet. Bids which include such information in the Price Sheet will be rejected as non-responsive.

END OF SECTION 4

SECTION 5 – BID SUBMITTAL REQUIREMENTS

5.1 Mandatory Responsiveness Requirements

The Department will not review Bids from Vendors that do not meet the minimum requirements listed below.

Provide a signed Form 1 - Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

- 5.1.1 The Bidder must certify that the person submitting the Bid and its pricing is authorized to respond to this ITB on the Vendor's behalf.
- 5.1.2 The Bidder must certify that the Vendor will accept the formal Contract terms and conditions as stated herein, without qualifications or exception.
- 5.1.3 The Bidder must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by Section 3.1 herein.
- 5.1.4 The Bidder must certify that the Vendor is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001.
- 5.1.5 The Bidder must certify the Vendor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

Note: The certifications required in subsections 5.1.1 through 5.1.5 are to be accomplished through the execution of Form 1 – Responsiveness Requirements.

- 5.1.6 The Bidder must submit proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State Registration.

Note: Florida Statutes require out-of-state business entities transacting business in Florida to register or obtain authorization from the Florida Department of State, Division of Corporations, to transact business in this state. See sections 605.0903, 607.1501, 607.1503, 620.1902, 620.1903 or either applicable statute(s). If not already registered or authorized, the Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded.

Website: www.sunbiz.org

- 5.1.7 The Bidder must submit their Bid in accordance with Section 4 of this ITB.

5.2 How to Submit a Bid

Bidder's shall submit the bid in (a) properly marked, sealed box(es) containing the following:

- 5.2.1 One (1) signed original un-redacted bound version of the Bid with one (1) un-redacted, bound copy.
- 5.2.2 One (1) scanned copy of the entire Bid in Adobe (.pdf) on a CD or USB flash drive.

Note: Large files should be scanned as separate files.

- 5.2.3 One (1) electronic redacted copy of the entire Bid on a CD or USB flash drive (if applicable, as described in Section 3.13 of this ITB).

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 Bidder fails to submit the electronic, signed copies with its Bid, the Department reserves the right to contact the Bidder by telephone for submission of this document via email. This right will be exercised only when the Bid has met all other requirements of the ITB.

5.3 Delivery of Bid

It is the Bidder's responsibility to ensure their Bid is delivered to the proper place and by the deadline stipulated in the Timeline of Events. Bids 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 Proposals.

The DOS Building is a secured facility, if you are hand-delivering the Bid, please allow for sufficient time to gain access into the building. **PROPOSALS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED.** The Department's clocks will provide the official time for Bid receipt. The shipping package should be addressed as follows:

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

Vendor's Name
Solicitation Number: ITB No.: DOS-19/20-050
Title: Voter Education Marketing Campaign
Bid Opening: June 18, 2020 at 3:30 PM, Eastern Time

The Department is not responsible for opening improperly marked Bids.

5.4 Bid Opening

A public opening will be conducted at the time and date specified in Section 2.3, Timeline of Events in the Purchasing Office located at R.A. Gray Building, 500 S. Bronough Street, Room 428, Tallahassee, Florida, 32399-0250.

The public opening will be conducted on the time and date specified in Section 2.3, Timeline of Events, and public can attend via conference call by using the information below.

Conference Call Number: 1-888-585-9008 Room Number: 666-567-017

After the public opening, the name(s) of all Vendors submitting bids can be made available to interested parties upon request to the Procurement Officer.

5.5 Proposal Administrative Review

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

Bidders are responsible for thoroughly reviewing the specifications of this ITB.

5.5.1 Non-Responsive Replies

Each Vendor shall submit a Bid that meets all material requirements of this ITB. The Department will review Bids to determine the material requirements as outlined in the ITB. The Department seeks to maximize competition and reserves the right to seek clarification from Bidders to obtain non-material information to complete a responsiveness review. Failure of a Vendor to provide required information may cause a Bidder to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Bids 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 ITB;
- do not contain original authorized signatures;
- contain information contrary to those outlined in this ITB; and
- are not in conformance with the requirements and instructions contained herein.

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

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

5.5.2 Disqualification for Non-Responsibility

The Department reserves the right to utilize sources other than those identified by the Bidder to obtain additional information regarding the Vendor's capability of fully performing a Contract for the services outlined in this ITB as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Bidder is a responsible vendor. The Department will reject the Bid submitted by any Vendor deemed irresponsible.

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 Bidder 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.

5.5.3 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 ITB 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 ITB requirements, provides an advantage to one Vendor over other Vendors, 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 Bid.

5.5.4 Changes to Bids

No substitutions, variations or changes to Contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Department's Purchasing Office. Rule 60A-1.002(11), Florida Administrative Code (F.A.C.), specifically prohibits modification of a Bid after Bids 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 opening date.

5.5.5 Withdrawal of Bid

A Vendor may withdraw a Bid by written notice to the Department on or before the deadline specified in Section 2.3, Timeline of Events. Such written notice is to be submitted to the Procurement Officer.

5.5.6 Bid Preparation Cost

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

END OF SECTION 5

SECTION 6 - SELECTION METHODOLOGY

6.1 Basis of Award

The Department intends to award this ITB to the responsive and responsible Bidder who presents the best value and accomplishes the statement of work as outlined in Attachment B. The prices submitted may be evaluated using present-value methodology.

6.2 Posting of Award

The Notice of Agency Decision will be posted on the anticipated date shown in the Section 2.3, Timeline of Events, 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). Vendors or persons acting on their behalf may not contact, between the release of the ITB and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this ITB, except in writing to the Procurement Officer or as provided in the ITB documents. Violation of this provision may be grounds for rejecting a response.

Posting will be made available on the Florida Vendor Bid System at:
http://vbs.dms.state.fl.us/vbs/main_menu

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

6.3 Notice of Protest

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 Section 20, any Bidder 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, at:

DOS.GeneralCounsel@DOS.MyFlorida.com, or (fax) 850-245-6127. Failure to file a protest within the time prescribed in subsection 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

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ATTACHMENT A – SAMPLE CONTRACT

CONTRACT

FOR

VOTER EDUCATION MARKETING CAMPAIGN

DOS NO: DOS-19/20-050

BETWEEN

FLORIDA DEPARTMENT OF STATE

AND

<<PARTY NAME>>

Table of Contents

<u>SECTION 1. DEFINITIONS</u>	20
<u>SECTION 2. TERM</u>	20
<u>SECTION 3. PAYMENTS</u>	20
<u>SECTION 4. CONTRACT DOCUMENT</u>	21
<u>SECTION 5. CONTRACT ADMINISTRATION</u>	21
<u>SECTION 6. COMPLIANCE WITH LAWS</u>	22
<u>SECTION 7. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE</u>	23
<u>SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE</u>	23
<u>SECTION 9. PUBLIC RECORDS</u>	24
<u>SECTION 10. INTELLECTUAL PROPERTY</u>	25
<u>SECTION 11. E-VERIFY</u>	26
<u>SECTION 12. SCRUTINIZED COMPANY LIST</u>	26
<u>SECTION 13. GEOGRAPHIC LOCATION OF DATA AND SERVICES</u>	26
<u>SECTION 14. RECORDS RETENTION</u>	26
<u>SECTION 15. GIFTS</u>	26
<u>SECTION 16. VENDOR OMBUDSMAN</u>	27
<u>SECTION 17. MONITORING BY THE DEPARTMENT</u>	27
<u>SECTION 18. AUDITS</u>	27
<u>SECTION 19. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY</u>	27
<u>SECTION 20. PERFORMANCE BOND</u>	29
<u>SECTION 21. NO OFFSHORING AFFIDAVIT</u>	29
<u>SECTION 22. PREFERRED PRICING AFFIDAVIT</u>	30

Contract

This Contract is between the Florida Department of State (Department), an agency of the State of Florida with offices at 500 S. Bronough Street, Florida 32399, and (Contractor), with offices at (Contractor Address), each a "Party" and collectively referred to herein as "Parties".

The Parties enter into this Contract in accordance with the terms and conditions of solicitation DOS-19/20-050, ITB, Voter Education Marketing Campaign.

The Parties therefore agree as follows.

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the PUR 1000 form.

- 1.1 Confidential Information: Any portion of a Contractor's documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked "Confidential."
- 1.2 Contract Manager: The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

<<If Applicable Insert definitions specific to the Contract and statement of work.>>

SECTION 2. TERM

2.1 Initial Term

The initial term of the Contract will be from June 25, 2020 to September 30, 2020.

2.2 Renewal Term

There are now renewals resulting from this Contract.

2.3 Termination

Any contract resulting from this ITB may be cancelled by the department, in whole or in part, by providing thirty (30) days written notice to the contractor. Failure of the contractor to follow specifications and requirements set forth herein may result in cancellation and default proceeding. Additionally, the state shall have the right to unilateral cancellation for refusal by the contract to allow public access to all documents papers, letters or other material subject to Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

SECTION 3. PAYMENTS

3.1 Pricing

The maximum budget for this project is \$750,000.00 and shall include all costs and deliverables, including travel or other incidental costs.

3.2 Price Adjustments

The maximum budget for this project is \$750,000.00 and shall include all costs and deliverables, including travel or other incidental costs. There will be no allowance for price increases.

3.3 Detail of Bills

The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed.

3.4 Bills for Travel

The maximum budget for this project is \$750,000.00 and shall include all costs and deliverables, including travel or other incidental costs.

3.5 Payments

The Parties agree that payments under this Contract shall be made monthly, upon receipt of deliverables.

3.6 Final Invoice

Unless renewed or extended, the deliverables of the Statement of Work must be completed by September 30, 2020.

3.7 Appropriations

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

SECTION 4. CONTRACT DOCUMENT

Contract Documents & Hierarchy

This Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- 4.1 This Contract and all attachments;
- 4.2 ITB No.: DOS-19/20-050 and all addenda, in reverse order of issuance of the Vendor Bid System;
- 4.3 Contractor's Proposal to the ITB; and
- 4.4 The General Contract Conditions - PUR 1000 form, which are incorporated by reference, and available at:
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

SECTION 5. CONTRACT ADMINISTRATION

5.1 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Jeanie Vause, Procurement Officer
500 S. Bronough Street, Suite 428
Tallahassee, Florida 32399-0250
Phone: 850-245-6595
Email: Jeanie.vause@dos.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.2 Contract Manager

The Contract Manager who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Mark Ard, External Affairs Director
500 South Bronough Street, Tallahassee, Florida 32399
Telephone: 850.245.6529
Email: Mark.Ard@DOS.MyFlorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.3 Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Mark Ard, External Affairs Director
500 South Bronough Street, Tallahassee, Florida 32399
Telephone: 850.245.6529
Email: Mark.Ard@DOS.MyFlorida.com

5.4 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Compliance

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. Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality 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 or non-renewal of the Contract.

6.2 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach

of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

6.3 Convicted and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

6.3.1 Convicted Vendors

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

6.3.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

6.3.3 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

SECTION 7. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

Contractor and any subcontractors that assert corporate status must provide the Department conclusive evidence, per section 607.0127, 605.0211, or 620.1209, Florida Statutes, of a certificate of status if a Florida business entity, or of a certificate of authorization if a foreign business entity obtained from the Florida Department of State per section 607.0128, 605.0902, or 620.1902, Florida Statutes, not subject to any qualification stated in the certificate, and maintain such status through the life of the Contract.

SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph modifies section 35, of the PUR 1000 form. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$200,000 per

accident, \$200,000 per person and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. 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 authorized to write policies in the State of Florida.

The Contractor shall have their insurance carrier note the Department as the certificate holder as provided below:

Florida Department of State
Office of the Secretary of State
c/o Purchasing Section
500 Bronough Street, Suite 428
Tallahassee, Florida 32399

SECTION 9. PUBLIC RECORDS

9.1 Access to Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

9.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

9.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for

defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4 Indemnification

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

9.5 Contractor as Agent

Solely for the purposes of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Contractor shall:

- 9.5.1** Keep and maintain public records required by the public agency to perform the service.
- 9.5.2** Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.5.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- 9.5.4** Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 9.5.5** **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

SECTION 10. INTELLECTUAL PROPERTY

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the state. This provision will survive the termination or expiration of this Contract.

SECTION 11. E-VERIFY

Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) days of Contract execution. The link to E-Verify is provided below.

<http://www.uscis.gov/e-verify>

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

SECTION 12. SCRUTINIZED COMPANIES – TERMINATION BY THE DEPARTMENT

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted false certification as provided under Section 287.135(5), Florida Statutes, or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 13. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all data generated, used or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

SECTION 14. RECORDS RETENTION

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

SECTION 15. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

SECTION 16. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

SECTION 17. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor that are relevant to this Contract and to interview clients, employees and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 18. AUDITS

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and Subcontractors' data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal business hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

SECTION 19. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

19.1 Background Screening

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.

19.1.1 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from directly performing services under the Contract. The disqualifying offenses are:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony theft

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

19.1.2 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

19.1.3 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

19.2 Indemnification

The Contractor agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two (2) year period of time following the breach.

SECTION 20. PERFORMANCE BOND

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

SECTION 21. NO OFFSHORING AFFIDAVIT

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one (1) business day in the event it discovers any Data is breached, any unauthorized access of State of Florida Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of personal information that was subject to the unauthorized access and acquisition.
- (c) The number of individuals who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data information from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not

practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one (1) business day.

SECTION 22. PREFERRED PRICING AFFIDAVIT

Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in price/fees over the course of the Contract period. To that end, the price indicated in this Contract is a maximum guarantee.

Contractor's fee under this Contract will not exceed the Contractor's total fees then in effect for substantially the same services to any organization with similar services to those in this Contract. During the term of the Contract, if Contractor implements or provides any other client, whether a public or private entity, such pricing with more favorable than the pricing in this Contract, then Contractor agrees to offer equivalent pricing terms to the Department and the Department and Contractor will execute an amendment of this Contract. The Contractor shall submit to the Department, a completed Preferred Pricing affidavit form annually.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties

FLORIDA DEPARTMENT OF STATE

Signature: (Name), External Affairs Director

Date

CONTRACTOR NAME

Signature: Contractor Representative

Contractor Representative Title

Date

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ATTACHMENT B STATEMENT OF WORK

1. Overview

The purpose of this ITB is to acquire audio and video services for broadcasts to raise levels of public awareness for cybersecurity and safety during the upcoming Florida election cycle.

2. Deliverables

Deliverable	Performance Measure	Financial Consequences
<p>Branded graphics and style guide to include any logos, fonts, etc., to be used in the voter education campaign, to include website, PSAs, etc.</p> <p>1st draft due July 8 Final due July 21.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 if not completed in accordance with Attachment A, Scope of Work</p>
<p>Marketable website using established branded graphics, etc.</p> <p>1st draft due July 20 Final due July 31.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 if not completed in accordance with Attachment A, Scope of Work</p>
<p>Eight (8) total video PSAs – regarding election security, voter outreach and combating disinformation.</p> <p>Four (4) 30-second commercials (two English, two Spanish)</p> <p>1st draft due July 14 Final due July 21. PSA to be placed and run August 4 – November 3, 2020.</p> <p>Four (4) 15-second commercials, can be lifted from the 30-second commercials above (two English, two Spanish)</p> <p>1st draft due July 14 Final due July 21. PSA to be placed and run August 4 – November 3, 2020.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 per commercial if not completed in accordance with Attachment A, Scope of Work</p>

<p>Eight (8) total audio PSAs – regarding election security, voter outreach and combating disinformation.</p> <p>Four (4) 30-second commercials (two English, two Spanish)</p> <p>1st draft due July 14 Final due July 21. PSA to be placed and run August 4 – November 3, 2020.</p> <p>Four (4) 15-second commercials, can be lifted from the 30-second commercials above (two English, two Spanish)</p> <p>1st draft due July 14 Final due July 21. PSA to be placed and run August 4 – November 3, 2020.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 per audio PSA if not completed in accordance with Attachment A, Scope of Work</p>
<p>Two (2) full sets of graphics and creative to be used in digital ads (one set English, one set Spanish) in a number of sizes/file types/formats to be determined by the selected digital ad vendor</p> <p>1st draft due July 20 Final due July 21.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 per set if not completed in accordance with Attachment A, Scope of Work</p>
<p>Two (2) full sets of graphics and creative (one set English, one set Spanish) in formats for use on websites, social media, etc., by the Department and partners. Due July 31, 2020.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 per set if not completed in accordance with Attachment A, Scope of Work</p>
<p>Two (2) full sets of graphics and creative (one set English, one set Spanish) in formats useable for print applications. Due July 31, 2020.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 per set if not completed in accordance with Attachment A, Scope of Work</p>
<p>Two (2) full sets of graphics and creative (one set English, one set Spanish) in formats to be determined by outdoor advertising vendor. Due July 31, 2020.</p>	<p>Upon completion and approval by Contract Manager</p>	<p>\$5000 per set if not completed in accordance with Attachment A, Scope of Work</p>

(Vinyl generally takes +/- 4 weeks to produce. Boards should be active September 1 – November 4.)		
Placement of the four (4) video PSAs listed above on broadcast television (English and Spanish stations) * PSAs to be placed and run August 4 – November 3, 2020.	Upon completion and approval by Contract Manager	\$5000 per placement is not completed in accordance with Attachment A, Scope of Work
Placement of the four (4) audio PSAs listed above on radio (broadcast and public) (English and Spanish stations) * PSAs to be placed and run August 4 – November 3, 2020.	Upon completion and approval by Contract Manager	\$5000 per placement if not completed in accordance with Attachment A, Scope of Work
Placement of digital ad graphics on websites statewide (targeting English and Spanish residents) * Ads to run August 4 – November 3, 2020.	Upon completion and approval by Contract Manager	\$5000 per placement if not completed in accordance with Attachment A, Scope of Work
Placement of digital ad graphics on social media statewide (targeting English and Spanish residents). * Ads to run August 4 – November 3, 2020.	Upon completion and approval by Contract Manager	\$5000 per placement if not completed in accordance with Attachment A, Scope of Work
Placement of outdoor advertising ad graphics on billboards/poster boards/digital billboards statewide (targeting English and Spanish residents). * (Vinyl generally takes +/- 4 weeks to produce. Boards should be active September 1 – November 4.)	Upon completion and approval by Contract Manager	\$5000 per placement if not completed in accordance with Attachment A, Scope of Work
*NOTE: Placement of English and Spanish ads will be at a 75/25 % ratio, respectively.		

3. Qualifications

Proposals for the ITB shall describe the company experience with managing and facilitating a project using various marketing channels. Proposals should include samples of various deliverables including video and audio PSAs, broadcast delivery of television and radio commercials of 30 and 15 seconds in duration, website creation, graphics and creative, and digital, social and print marketing campaigns.

4. Subcontracting

The successful Vendor shall not subcontract, assign, or transfer any work identified under this project or the resulting Contract without prior written consent of the department. The successful Vendor is responsible for all work performed under the Contract.

No subcontract that the successful Vendor enters into with respect to performance under the resulting Contract shall in any way relieve the successful Vendor of any responsibility for performance of its duties. The successful Vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting Contract.

5. Permitting

Permitting for this project, if needed, is the responsibility of the Vendor. A copy of all permits shall be posted at the work site location at all times during the project. The Vendor is responsible for complying with all permit conditions and the Vendor shall pay any penalties arising from the Vendor's permit violations.

6. Licenses, Permits, Other Charges

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

7. Insurance Requirements

The Vendor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor and the Division under this Contract. Upon execution of the contract, the Vendor may be required to furnish the department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

The department reserves the right to require additional insurance where appropriate.

8. Payment

Payment shall be made to the Vendor as goods and services are received and accepted by the department. Invoices should be submitted for completed deliverables with the required supporting documentation listed in the Deliverables section and in accordance with the items on Attachment B – Price Sheet.

Vendor shall maintain documentation to evidence delivery of all goods and services as related to the ITB.

9. Financial Consequences

Vendor shall maintain documentation to evidence completion of tasks related to this service. The department's Contract Manager shall review Vendor services as completed. If Vendor fails to perform specified tasks and provide supporting documentation in accordance with the Scope

of Work and Deliverables, the department shall not authorize payment and shall apply the financial consequences stated in the Deliverables section.

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.

10. Submission of Technical Information

The Vendor shall organize the content of their technical response in accordance with Section 4 of this ITB and shall include the following:

- **Vendor's Information and Examples of Work Experience**
 - Summarize the Vendor's history and experience performing similar services for public entities (or similar private organizations), including number of years of service.
 - Provide examples of work experience similar to the scope of the ITB. Demonstrate in detail how the experience is similar and whether the organization for which the services were provided is comparable to the State.

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ATTACHMENT C - PRICE PROPOSAL SHEET

VOTER EDUCATION MARKETING CAMPAIGN

The Pricing must include all materials, supplies, printing, handling, and any other activities necessary to produce and compile the Voter Education Marketing Campaign in accordance with Attachment B, Scope of Work. Pricing should be submitted with the most favorable pricing terms the Vendor can offer to the State. Any modifications, counter offers, deviations, or challenges may render the Bid non-responsive.

VOTER EDUCATION MARKETING CAMPAIGN \$ _____

BY AFFIXING MY SIGNATURE, I AM CONFIRMING THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS ITB, AND THAT I AM THE INDIVIDUAL AUTHORIZED TO BIND MY FIRM/ORGANIZATION TO THE SAME TERMS AND CONDITIONS OF THIS ITB AND THE PRICING OFFERED HEREIN.

BIDDER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FEID #: _____

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

Date

FORM 1 – MANDATORY RESPONSIVENESS REQUIREMENTS

SOLICITATION REFERENCE	MANDATORY RESPONSE
5.1.1	The Bidder certifies the person submitting the Bid and its pricing is authorized to respond to this ITB on the Bidder's behalf.
5.1.2	The Bidder certifies that the Vendor will accept the Contract terms and conditions as stated herein, without qualification or exception.
5.1.3	The Bidder certifies that the Vendor is in compliance with section 9 of the PUR 1001 form as modified by Section 3.1 herein.
5.1.4	The Bidder certifies that the Vendor is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form.
5.1.5	The Bidder must certify the Vendor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel.
5.1.6	The Bidder must submit proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State Registration. Note: Florida Statutes require out-of-state business entities transacting business in Florida to register or obtain authorization from the Florida Department of State, Division of Corporations, to transact business in this state. See sections 605.0903, 607.1501, 607.1503, 620.1902, 620.1903 or either applicable statute(s). If not already registered or authorized, the Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org
5.1.7	The Bidder must submit their Bid in accordance with Section 4 of this ITB.

The signature below certifies that the signatory has the authority to respond to this ITB on the Bidder's behalf, and certifies conformance with all Mandatory Responses listed above.

Name of Bidder's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 2 – CONTACT INFORMATION

For solicitation purposes, the Bidder's Contact person shall be:

For contractual purposes, should the Bidder be awarded, the contact persons shall be (if this column is blank, the contact person for solicitation purposes shall be the contact person for contractual purposes):

Name: _____	_____
Title: _____	_____
Company Name: _____	_____
Address: _____	_____
Telephone: _____	_____
Facsimile: _____	_____
E-mail: _____	_____

The signature below certifies that the information above is complete and correct at the time of signing.

Name of Bidder's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 3 – PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES

In the spaces provided below, the Respondent is to list all business names under which it has operated during the past three (3) years, if different from its current business name. Mark **N/A**, if the business name has not changed within the past three (3) years.

On **page 2** of this attachment, the Bidder is to provide the information for three (3) separate, client references.

At least two (2) references **should be able to** verify the Bidder meets the minimum experience requirement set forth in Section 4 of the ITB. The Bidder should pay close attention to the experience requirement and select references who can verify that the requirement has been met. The Bidder is to indicate which reference(s) can verify the minimum experience requirement established by entering **Yes** or **No** at the bottom of the form.

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Bidder Name: _____

Bidders are required to submit with their Bid, three (3) references that have been provided services of a similar size and parameters of those requested in this solicitation. The Department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

Service Dates: _____ to _____ Estimated Value of Contract: _____

2) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

Service Dates: _____ to _____ Estimated Value of Contract: _____

3) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

Service Dates: _____ to _____ Estimated Value of Contract: _____

FORM 4 – SUBCONTRACTING

The Bidder is to complete the information below for all subcontractors that will provide services to the Respondent to meet the requirements of the resultant Contract, should the Bidder be awarded.

Submission of this form does not indicate the Department’s approval, but provides the Department with information on proposed subcontractors for review.

Submit a separate sheet for each subcontractor.

Section 1. There will be subcontractors for this solicitation YES _____ NO _____ (place a check where applicable). If “No”, the Respondent is not required to complete Sections 2 and 3.

Section 2.

Service(s): _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)?

Yes No

Occupation License No.: _____

Acknowledgement from Respondent this subcontractor has successfully complied with the “Subcontractor Acceptance Process”. Yes No

W – 9 Verification? Yes No

Section 3. In a job description format, on the back of this page, list the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

Section 4. The signature below certifies the accuracy of the subcontractors and their duties should the Respondent be awarded a Contract resulting from this solicitation.

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 5 – DRUG FREE WORKPLACE CERTIFICATION

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 **OR** by checking the box below, I attest that the organization does not fully comply with the described criteria for a drug free workplace.

The organization **does not** meet the described criteria for a drug free workplace.

Name of Bidders Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 6 – CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the Florida Department of State, 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 Contractor’s firm or any of its branches or affiliates. All Contractors must also disclose the name of any previous employee(s) of the Department who has received or will receive compensation of any kind to seek to influence the actions of the Department in connection with this procurement.

The following persons are officers, directors, employees, or agents of Contractor’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 Contractor’s firm:

_____	_____
_____	_____

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

_____	_____
_____	_____

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

The signature below certifies that all persons with a potential conflict of interest, as defined by Chapter 112, Florida Statutes, have been identified above.

Name of Bidder’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 7 – NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Organization)

am authorized to make this affidavit on behalf of my organization and its owner, directors and officers. I am the person responsible in my organization for the price(s) and amount(s) of this Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, Offerer/Respondent, or potential Offerer/Respondent.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) in this Reply, have been disclosed to any other organization or person who is a Provider, potential Provider, Offerer/Respondent, or potential Offer/Respondent, and they will not be disclosed before the Reply opening.
3. No attempt has been made or will be made to induce any organizations or persons to refrain from submitting a Reply for this Contract, or to submit a price(s) higher that the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply from my Organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Organization)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Offer, on any public Contract, except as follows:

I state that I and the named Organization understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this Contract. Dated this _____ day of _____, 2019

Name of Organization _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

FORM 8 – STATEMENT OF NO INVOLVEMENT

I, as an authorized representative of the Bidder, certify that nothing in section 287.057(17)(c), Florida Statutes (below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

287.057 Procurement of Commodities and Contractual Services

(17)(c) A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a Contractor who responds to a request for information from being eligible to Contract with an agency.

The signature below certifies that nothing in section 287.057(17)(c), Florida Statutes (above), prohibits the Respondent's entry into any Contract resulting from this solicitation..

Name of Bidder's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 9 – SECURITY ACKNOWLEDGEMENT

The signing of this document, by an authorized representative of the Bidder’s organization, certifies the Bidder has reviewed and understands the security requirements of Florida Administrative Code 74-1 as well as the security requirements outlined in ITB No.: DOS-19/20-050, Voter Education Marketing Campaign. I further certify that, if selected as the successful Bidder for the Contract resulting from this ITB, this company will, at a minimum, comply with the security standards as outlined in the above paragraph.

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 10 – NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of by and between the Florida Department of State (the "Disclosing Party"), located in the R.A. Gray Building, 500 S Bronough St, Tallahassee, FL 32399 and _____, representing (company name) _____

(the "Recipient" or "Receiving Party"), located at _____

WHEREAS, Disclosing Party may deem it necessary to disclose or share certain security sensitive information with the Recipient that is exempt from disclosure under Florida law.

WHEREFORE, the Parties agree to enter into this Agreement with respect to the disclosure and management of Confidential Information and other information as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is exempt or confidential and exempt from disclosure under Florida's public records laws, including but not limited to sections 119.071(3)(a), 281.301(1),

282.318(4)(d), 282.318(4)(e), and 282.318(4)(f), Florida Statutes. These exemptions include records that is deemed personal identifiable, may identify a security weakness/vulnerability in the application, network, hardware, operating system, and/or processes, or other sensitive information provided by or discussed with the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, 1.) financial information, business plans, performance results which may be related to the past, present and/or future operations of said party, its Divisions and Bureaus; 2.) plans for products or services; 3.) any technical or data information process, procedure, formula, improvement, technology or method; 4.) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and 5.) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Confidential Information Disclosure

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: 1.) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; 2.) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; 3.) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and 4.) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose

other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

Securing Confidential Information

Receiving Party shall abide by the following procedures in handling the Disclosing Party's

Confidential Information:

- a. Upon receipt of the data, the Receiving Party will password protect the Confidential Information.
- b. Receiving Party's employees needing access to the Disclosing Party's Confidential Information will be informed that:
 - i. they are not to share the password or the Disclosing Party's Confidential Information with any unauthorized person;
 - ii. at the end of the solicitation process they will delete the Disclosing Party's Confidential Information from any laptop, desktop or any other electronic shared system under their control and destroy any paper copies of such Confidential Information; and
 - iii. they must confirm to the Receiving Party that they have so deleted or destroyed the Confidential Information.
- c. Files and passwords will be provided separately to appropriate users

Term

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in accordance with Florida's Public Records laws shall remain in effect until all Confidential Information in the possession of the Receiving Party is returned to the Disclosing Party, destroyed, or no longer qualifies as exempt or confidential and exempt under Florida law, whichever occurs first.

No Warranty

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

In the event the State suffers any losses, damages, liabilities, expenses, or costs (including by way of example only, attorney's fees and disbursements) that are attributable, in whole or in part to any failure by the Receiving Party or any employee of the Receiving Party to comply with the requirements of this Agreement, Receiving Party shall hold harmless and indemnify the Disclosing Party and the State of Florida from and against any such losses, damages, liabilities, expenses and/or costs.

Return of Confidential Information

No later than five (5) business days after the Disclosing Party's notice of an intended award in connection with this solicitation or conclusion of any legal proceeding or protest regarding the procurement, the Receiving Party shall provide evidence of destruction or return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval. Alternatively, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and or information.

Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

No Legally Binding Agreement for Transaction

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

Warranty

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of litigation arising out of this Agreement, venue shall be in Leon County, Florida.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent

jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

Transfer or Assign

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the second party signs.

Printed Name of Recipient's Authorized Representative

Printed Name of Disclosing Party's Authorized Representative

Signature of Recipient's Authorized Representative

Signature of Disclosing Party's Authorized Representative

Date

Date

**RECEIVING PARTY EMPLOYEES WHO WILL BE GIVEN ACCESS TO DOS CONFIDENTIAL
INFORMATION**

Printed Name Address of Individual	Signature of Individual	Date

Name of Bidder's Organization