State of Florida
Department of Transportation

REQUEST FOR PROPOSAL

Districtwide Community Awareness

DOT-RFP-26-5004-DWCA

CONTACT FOR QUESTIONS:
D5.ProcurementQuestions@dot.state.fl.us

State of Florida
Department of Transportation
District Five
719 S. Woodland Boulevard
DeLand, Florida 32720

State of Florida
Department of Transportation
District Five
719 S. Woodland Boulevard
DeLand, Florida 32720

REQUEST FOR PROPOSAL REGISTRATION

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PLEASE COMPLETE AND RETURN THIS FORM ASAP

E-MAIL TO D5.Purch@dot.state.fl.us

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RFP Number: DOT-RFP-26-5004-DWCA ______________________________

Title: Districtwide Community Awareness ______________________________

Proposal Due Date & Time (On or Before): **June 2, 2026 by 10AM** ____________

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and e-mail to **D5.Purch@dot.state.fl.us**

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/, under this bid number, click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Request for Proposal, click on the drop-down arrow beside the box for Organization, select FLORIDA DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: ____

Address: ____

City, State, Zip: ____

Telephone: (   ) ____

Contact Person: ____

E-Mail Address: ____________________________________

BID PRICE PROPOSAL FORM

RFP Number: DOT-RFP-26-5004-DWCA

RFP Title: Districtwide Community Awareness

Services to be provided as specified in Exhibit "A", Scope of Services.

Table 1 – Staffing for Community Awareness Contract

	A	B	C
EMPLOYEE CLASSIFICATION	Gross Employee Pay (GEP)	Contractor Margin	Regular Hourly Billing Rate (GEP + Contractor Margin)
1. Project Manager	$ ____________ Per Hour	$ ____________ Per Hour	$ ____________ Per Hour
2. Project Engineer	$ ____________ Per Hour	$ ____________ Per Hour	$ ____________ Per Hour
3. Public Information Specialist	$ ____________ Per Hour	$ ____________ Per Hour	$ ____________ Per Hour
4. Public Information Aide	$ ____________ Per Hour	$ ____________ Per Hour	$____________ Per Hour
5. Senior Tech CADD/Graphics	$ ____________ Per Hour	$ ____________ Per Hour	$ ____________ Per Hour
6. Website Designer	$ ____________ Per Hour	$ ____________ Per Hour	$ ____________ Per Hour
7. Admin. Assistant/Clerical	$ ____________ Per Hour	$ ____________ Per Hour	$ ____________ Per Hour
		Column C Total (Sum of Column C lines 1-7)	

Insert a rate in each space above. Failure to insert rates in each space will cause the Vendor to be non-responsive.

The Total Average Regular Hourly Billing Rate will be used to calculate price proposal points. The Department reserves the right to correct mathematical errors. Do not include the amount of Gross Employee Pay in the Contractor Margin; Contractor Margin only represents the additional amount to be paid over and above the Gross Employee Pay. Contractor Margin shall include overhead, fringe benefits, operating margin, communication, vehicle expense, office expense, etc.

Average the Regular Hourly Billing Rates and insert the average amount below.

Total Average Regular Hourly Billing Rate ______________ (Column C Total, divided by 7)

* These Rates will be used for payment purposes and be included in Exhibit "B", Method of Compensation Table #1.

Position Descriptions:

Project Manager: Key member overseeing all aspects of the public involvement contract including marketing, advertising, public information and public engagement. A minimum of two years of public involvement experience with the ability to speak knowledgeably about transportation in a clear, concise, and simple manner and have the ability to handle questions from the public.

Project Engineer: A Professional Engineer licensed in the State of Florida, capable of fielding engineering questions at public meetings and developing technical aspects of the presentation.

Public Information Specialist: Assists the key members of the team in the overall public involvement effort.

Public Information Aide: Assists member of the team in the overall public involvement effort. Staffs sign-in tables at events; does lower level, delegated tasks as assigned.

Administrative Assistant/Clerical: Handles day-to-day clerical and office type duties. Staffs sign- in tables at events; does lower level, delegated tasks as assigned.

Senior Tech CADD/Graphics: Develops artwork and graphics for marketing materials, brochures, printed media, social media, as well as graphics and artwork for use in video and on the web. Edits and produces finished audio and video products for use on-air and/or on the web.

Website Designer: Designs, updates and maintains the websites.

MFMP Transactions Fee Acknowledgement

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #7d. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: ______________________________ FEID # ___________________________

Address: ______________________________ City, State, Zip ______________________

Authorized Signature: ___________________________ Date: _____________________

Printed / Typed: ____________________________ Title: ___________________________

Florida Statutes:
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

375-030-60
PROCUREMENT
OGC – 08/25

Respondent Vendor Name: ______________________________

Vendor FEIN: ______________________________

Vendor's Authorized Representative Name and Title: ______________________________

Address: ______________________________

City: ______________ State: ______________ Zip: ______________

Phone Number: ______________________________

Email Address: ______________________________

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) $100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) $1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the authorized representative of the company or other entity identified above in the section entitled "Respondent Vendor Name", I hereby certify that the company or other entity is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List. I further certify that the company or other entity is not engaged in a boycott of Israel and is not engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, costs, and/or ineligibility to bid on future contracts.

Certified By: ______________________________

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

Authorized Signature Print Name and Title: ______________________________

Date: ______________________________

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-031-06
PROCUREMENT
OGC – 10/21

Contract No: DOT-RFP-26-5004-DWCA

Financial Project No(s): 238011-1-32-09

Project Description: District Five, Districtwide Community Awareness

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: ______________________

Authorized Signature: ______________________

Title: ______________________

Date: ______________________

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Community Awareness for projects in District Five. It is anticipated that the term of the contract will begin upon contract execution by both parties, and be effective for a term of three (3) years.

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/(click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

All Public Meetings, unless otherwise specified below, will be held at The District Office located at 719 South Woodland Boulevard, DeLand, FL 32720-6834.

ACTION / LOCATION	DATE	LOCAL TIME
ADVERTISEMENT DATE	**April 28, 2026**	
DEADLINE FOR ALL VENDOR QUESTIONS	**May 13, 2026**	**10:00 AM**
DEADLINE FOR POSTING RESPONSES TO VENDOR QUESTIONS	**May 18, 2026**	**10:00 AM**
PROPOSALS DUE ON OR BEFORE (Technical & Price Proposal)	**June 2, 2026**	**10:00 AM**
PUBLIC MEETING TO OPEN TECHNICALS (Technical Proposal)	**June 2, 2026**	**2:00 PM**
PUBLIC MEETING TO OPEN PRICE PROPOSALS & AVERAGE SCORES	**June 24, 2026**	**11:00 AM**
SELECTION COMMITTEE MEETING TO DETERMINE INTENDED AWARD	**June 29, 2026**	**9:30 AM**
POSTING OF INTENDED AWARD (Must post for 72 hours)	**June 29, 2026**	**By 2:00 PM**

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Meeting to Open (Technical Proposals- Part I & II)

Agenda for Public Opening of Technical Proposals for DOT-RFP-26-5004-DWCA:
Starting Time: see "Timeline" in RFP solicitation

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

Agenda – Price Proposal Opening & Averaging of Scores

Agenda for Price Proposal Opening meeting for DOT-RFP-26-5004-DWCA:
Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

Agenda – Meeting of Selection Committee to Select Intended Award

Agenda for Intended / Recommended Award meeting for DOT-RFP-26-5004-DWCA::
Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Information Portal (VIP).
- Adjourn

4) SPECIAL ACCOMMODATIONS

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

S P E C I A L C O N D I T I O N S

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 20). All prospective proposers that are not registered should go to https://vendor.myfloridamarketplace.com/ to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #7d. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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

3) QUESTIONS & ANSWERS

In accordance with section 287.057(25), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/ (click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

ALL QUESTIONS should be submitted to:
D5.ProcurementQuestions@dot.state.fl.us

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/ (click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) SCOPE OF SERVICES

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

6) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (**See Section 30**, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction, Section 2 Timeline).

In the event the Department receives identical pricing or scoring from multiple vendors that would tie the awarded vendor; the Department may, at its discretion, award to all responsive tied vendors or reject all.

7) PRE-PROPOSAL CONFERENCE:

A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

8) QUALIFICATIONS

8.1 General

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

8.2 Qualifications of Key Personnel

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

8.3 Authorized To Do Business in the State of Florida

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

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

8.4 Licensed to Conduct Business in the State of Florida

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

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

9) WARRANTY/SUBSTITUTIONS

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

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

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

10) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained. The Vendor shall submit electronically the required Certificates of Insurance to: D5.ProcurementQuestions@dot.state.fl.us or mailed to the **Florida Department of Transportation, 719 S. Woodland Boulevard, DeLand, Florida 32720 (Attn: Ashleigh Robinson Procurement Office)** within ten (10) days after the ending date of the period for posting the intended award decision**.**

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least $ (200,000 minimum) per person and $ (300,000 minimum) each occurrence, and property damage insurance of at least $ (200,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

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

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

11) PERFORMANCE BOND

A Performance Bond is not required for this project.

12) METHOD OF COMPENSATION

Details of the method of compensation are described in Exhibit “B”, Method of Compensation, attached hereto and made part hereof.

13) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

14) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

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

15) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and

2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

16) UNAUTHORIZED ALIENS

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

17) SCRUTINIZED COMPANIES LISTS

All responses, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) $100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract , the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) $1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the Department determines the Vendor submitted a false certification under Section 287.135,Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department’s determination of false certification was in error pursuant to Section 287.135 ,Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes are met.

18) RESERVATIONS

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

19) ADDITIONAL TERMS & CONDITIONS

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

20) RESPONSIVENESS OF PROPOSALS

20.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

20.2 Multiple Proposals

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

20.3 Other Conditions

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

21) PROPOSAL FORMAT INSTRUCTIONS

21.1 General Information

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

PART I TECHNICAL PROPOSAL NUMBER DOT-RFP-26-5004-DWCA:
(One Separate Document for Technical)

PART II PRICE PROPOSAL _DOT-RFP-26-5004-DWCA:
(One Separate Document for Technical)

THE SEPARATE DOCUMENTS MAY BE E-MAILED TOGETHER OR SEPARATELY.

21.2 **Technical Proposal (Part I)**
(Do not include price information in Part I)

The Proposer must submit one (1) original technical proposal which is to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal (Sections 1 and 2) must be submitted in separate documents marked "**PART 1**-TECHNICAL PROPOSAL NUMBER DOT-RFP-26-5004-DWCA".

The Technical Proposal Sections 3 and 4 as detailed in Exhibit "C" must be submitted on a flash drive with the proposers name and or company marked on the submitted envelope.

1. **PROJECT APPROACH – 35 Points Maximum (No more than 3 pages)**

The Proposer shall provide a bulleted overview of their process for developing project specific information. Issues of critical importance should be called out with a suggested approach, again in a bulleted list. A schedule, highlighting when the Department reviews are needed, should be provided.

2. **MANAGEMENT PLAN – 30 Points Maximum (No more than 3 pages)**

The Proposer shall provide a management plan which describes proposed key personnel, a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted to the assigned tasks should also be indicated. The Management plan shall describe the delineation of responsibility between the Department and Proposer including where coordination with the Department is needed, liaison office location, and their past relevant experience. An organizational chart and a QA/QC process including a description of what makes the team's QA/ QC unique should also be included.

3. **PUBLIC MEETING EXHIBIT PRODUCTION – 15 Points Maximum**

See Exhibit "C"

4. **PUBLIC MEETING PRESENTATION PRODUCTION – 20 Points Maximum**
Video NOT to exceed 20 minutes

See Exhibit "C"

21.3 **Price Proposal (Part II)**

The price proposal information is to be submitted in a separate file marked "**PART II**-PRICE PROPOSAL NUMBER DOT-RFP-26-5004-DWCA". The Price Proposal information shall be submitted on the BID PRICE Proposal form, form number 2, provided in the Request for Proposal.

21.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches ($8^1/_2$" x 11"). The Written Technical Proposal shall be a maximum of six (6) single sided pages, excluding resumes, with individual section and page limits as specified in 21.2. Type size shall not be less than 12-point font. The proposals should be indexed, and all pages sequentially numbered. No cover page is allowed. If a cover page is submitted, it will be considered one of the pages toward the page limit of the proposal.

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

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

22) COPYRIGHTED MATERIAL

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

23) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate document labeled "Attachment to Request for Proposals, Number DOT-RFP-26-5004-DWCA - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

24) COSTS INCURRED IN RESPONDING

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

25) ELECTRONIC SUBMISSION OF PROPOSALS:

Electronic Bid Submittals

Please follow the below instructions for the submittal of electronic bids, failure to do so, may result in your bid being found non-responsive. Non-responsive replies will not be evaluated.

a) Subject line must show: DOT-RFP-26-5004-DWCA
b) Email(s) shall contain file(s) marked in accordance with section 21.1 General Information.
c) Documents shall be submitted in portable document format (PDF)
d) The body of the email shall not contain any information
e) Documents shall not be submitted in a ZIP (.zip) file
f) Bid Price Proposal shall be submitted to: D5.Purch@dot.state.fl.us

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

Upon receipt of bidder's submittal to D5.Purch@dot.state.fl.us, an automatic email reply will be sent. If you submit a bid, but do not receive the automatic reply, please reach out to Ashleigh Robinson at ashleigh.robinson@dot.state.fl.us .

26) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

27) PROPOSAL OPENING

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

28) PROPOSAL EVALUATION

28.1 Evaluation Process:

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

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

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

28.2 Oral Presentations
THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

28.3 Price Proposal

The Proposer shall complete the BID Price Proposal form, form number 2, and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

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

28.4 Criteria for Evaluation

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

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's Project Approach, Management Plan, Public Meeting Exhibit Production, Public Meeting Presentation Production, to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

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

	Point Value
1. Project Approach	35
2. Management Plan	30
3. Public Meeting Exhibit Production	15
4. Public Meeting Presentation production	20

b. Price Proposal (35 Points)

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

The criteria for price evaluation shall be based upon the following formula:

(Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points

29) POSTING OF INTENDED DECISION/AWARD

29.1 The Department's decision will be posted on the Florida Vendor Information Portal, at https://vendor.myfloridamarketplace.com/, on the date in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

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

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

29.2 - Inability to Post:

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

29.3 - Request to Withdraw Proposal:

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

30) <u>AWARD OF THE CONTRACT</u>

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

A Standard Written Agreement executed by both parties.

31) <u>RENEWAL</u>

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

32) <u>ATTACHED FORMS</u>

FORM No. 1 – Registration Form
FORM No. 2 – Bid Price Proposal Form
FORM No. 3 – Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
FORM No. 4 – E-Verify Form

33) <u>TERMS AND CONDITIONS</u>

33.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.
http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf

<u>The following paragraphs do not apply to this solicitation</u>:
Paragraph 8(a), Dispute Resolution - PUR 1000
Paragraph 5(I), PRIDE – PUR 1000, when federal funds are utilized.

33.2 General Instructions to Respondents (PUR 1001)

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

this RFP document take precedence over the PUR 1001 form where applicable.
http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf

The following paragraphs do not apply to this solicitation:
Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001

33.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/po_terms_conditions.
Section 8(B), PRIDE, is not applicable when using federal funds.

34) ORDER OF PRECEDENCE

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

Standard Written Agreement
Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Introduction Section

35) ANTITRUST VIOLATOR VENDOR LIST

Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

36) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, an awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interest.

37) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

The Proposer must submit, with its Proposal, a completed Foreign Country of Concern Attestation (PUR 1355) (Form 6). Form 6 must be completed by an officer or representative of the Bidder on behalf of the Bidder.

38) AFFIDAVIT REGARDING LABOR AND SERVICES

Prior to contract execution, extension or renewal, the Department shall notify the Contract awardee of the need to download, complete, and submit the FDOT form, Affidavit Regarding Labor and Services, No. 375-030-31. Please have the form signed and notarized and send a scanned copy to the Department. The nongovernmental entity (Contract awardee) must maintain the original copy in accordance with other provisions of this Agreement or Contract, and in accordance with Florida law.

DOT-RFP-26-5004-DWCA
District Five Community Awareness Project

EXHIBIT "A"
SCOPE OF SERVICES

1.0 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the VENDOR and the DEPARTMENT in connection with the development and implementation of the community awareness plans for various projects within the District.

The VENDOR shall perform services required for effective community engagement and awareness to successfully support each Task Work Order as described in Section 2.0 Project Objective.

The VENDOR shall demonstrate good project management practices while working on this contract. These include communication with the Department and others as necessary, time and resource management, and documentation. The VENDOR shall set up and maintain throughout the design of the projects a contract file in accordance with the Department's procedures.

The DEPARTMENT will provide contract administration, management services and necessary reviews of all work associated with this contract. The DEPARTMENT will provide job specific information and/or functions as outlined in this contract.

2.0 PROJECT OBJECTIVE

The VENDOR will be responsible for the planning and/or preparation of public involvement/community awareness activities including, but not limited to:

1. Development and/or review of the Community Awareness Plan.

2. Stakeholder/community participant identification to include, but not limited to, public officials and stakeholders.

3. Prepare for and conduct and/or facilitate public meetings as the Department's representative.

4. Support Department staff with transportation design technical expertise.

5. Be able to develop and conduct effective Community Engagement/Awareness campaigns with minimal direction from the Department.

6. Produce videos and voiced and unvoiced presentations.

7. Prepare visually appealing and easy-to-understand project displays and exhibits.

8. Provide media conversion, electronic and desktop publishing services.

9. Printing services such as property owner mailings, meeting exhibits and signs, name tags, sign-in sheets, comment forms and speaker cards.

10. Prepare and publish meeting notices in the *Florida Administrative Register (FAR*) to run at least 7 days before the scheduled public meeting.

11. Development and maintain stakeholder mailing lists.

3.0 VENDOR RESPONSIBILITIES AND SERVICES

The following procedures are general for all projects. One or more of them may be necessary depending on the scope of the project. The necessary steps will be identified and a schedule of activities will be established in coordination with the FDOT Project Manager and other Department Staff as appropriate

The VENDOR shall both prepare and participate in the presentations, meetings and workshops contained in the Community Awareness Plan for each project. This task shall address aspects of the formal review process including delivery of presentations, notifications and advertising, provision of support staff, equipment provision, room set-up and take down, meeting analysis, and documentation. Preparation of scripts and presentation materials will be conducted in this subtask.

The following VENDOR responsibilities will apply to the various activities of this task:

A. Coordination

Interaction between the Department's Design, Construction and contract Managers is essential for the success of every community awareness/public involvement effort.

The DEPARTMENT will provide technical staff members to assist the VENDOR at all meetings, as necessary.

The VENDOR and the Department's Project Managers shall meet prior to any meeting to determine the type of graphics that are appropriate for a presentation.

It shall be the responsibility of the VENDOR to make all arrangements for the location of all community events and public meetings. It is also the responsibility of the VENDOR to determine that the meeting site is suitable with respect to seating capacity, accessibility, layout, and proximity to the project. All rental and custodial fees shall be paid for by the VENDOR. Fees are reimbursable with prior authorization.

B. Authorizations

All presentations (including formats for all boards, roll plots and handouts, scripts, and graphics), media releases, legal and display advertisements, and general (mass) property owners' letters shall be reviewed and authorized by the DEPARTMENT prior to distribution. The VENDOR will be responsible for ensuring all public materials are fully accessible according to WCAG 2.1 AA guidelines for Americans with Disabilities Act (ADA) requirements.

C. Methods for Advertising Public Workshops, Information Meetings and Hearings

A black and white display ad announcing meetings shall be prepared and submitted to the DEPARTMENT for approval prior to publication. The VENDOR shall submit the approved ad for publication in a newspaper serving the project area. Ads shall be published in the *Florida Administrative Register (FAR) at least 7 days before the public meeting*. The cost shall be paid by the VENDOR. Cost is reimbursable with prior authorization.

The VENDOR will provide the District Public Information Officer with information regarding the meeting for inclusion on the Department's web page.

The DEPARTMENT will review and approve all advertisements prior to their submittal to the media.

D. Notification

The VENDOR shall identify a cost-effective method or methods of public notification in order to maximize participation by the general public at workshops and information meetings. This may include traditional or non-traditional methods, such as direct mail, public service announcements and TV/radio/print news stories. In addition, notification shall be made to elected and appointed officials by email from the DEPARTMENT with an attached project flyer. Letters and a project flyer will be mailed by the VENDOR to property owners, tenants and other interested persons within a minimum of 300 feet of the corridor.The mailing area shall be determined in coordination with the FDOT Project Manager. The DEPARTMENT will review the letters and flyer prior to distribution. The VENDOR will be responsible for the postage and mailing. The cost of postage and mail-outs is reimbursable with prior authorization from the Department.

E. Print/TV/Radio/Electronic Media Release

All media forms, newspapers, television, social media and radio shall be utilized through news releases, paid and free advertising, and interviews to inform the public. The DEPARTMENT shall be consulted for guidance prior to development of any releases. Releases shall be prepared and submitted to the DEPARTMENT for review and approval. Sufficient time must be provided for the DEPARTMENT to review.

F. Newsletter

The VENDOR and DEPARTMENT Project Manager will determine the need for a project newsletter. The VENDOR will be responsible for producing the newsletter as requested.

G. Methods for Preparing and Presenting Information

The VENDOR will be responsible for providing the following types of graphics: display boards and roll plots (e.g., typical sections, plan views or any other technical drawing information deemed necessary). The Department Design Project Manager shall provide information to the VENDOR that is necessary to produce the aforementioned items. Prior to the completion of the displays, the Department shall review and approve the displays.

1. Methods
   a. Camera ready display boards
   b. Video
   c. Computerized graphics
   d. Data base maps*
   e. Handouts
   f. Newspaper releases
   g. Television
   h. Store front operations (information centers)
   i. Charts
   j. Graphs
   k. Renderings

   * Database maps will show the following information, as necessary: scale (in English); property lines; parcel numbers; street names; activity centers; lakes; rivers; hospitals; libraries; schools; north arrow; parks; historic areas; contamination sites; wetlands; emergency response locations; existing right of way. VENDOR shall have the ability to import/use .dgn type files for displaying information on aerials if needed.

H. Audiovisual Presentation

The VENDOR shall be present for a Dry Run of any presentation prior to producing any final presentation products including the presentation, voiceovers, or slideshows.

The VENDOR shall provide professionally produced voice tracks and computergenerated slides and/or videos of appropriate length for the audiovisual presentations in the Department's preferred format and resolution, as requested.

The VENDOR shall ensure the presentations have closed captioning and meet other Section 508 requirements, as well as WCAG 2.1 AA standards, for accessibility.

I. Equipment

Set-up and take-down of meeting rooms and presentation equipment shall be provided by and handled by the VENDOR staff members familiar with audiovisual equipment and the meeting site facilities.

Minimally, the VENDOR must be able to provide:

- PA system
- Suitable equipment for a video loop display
- Computer software to present data (presentation, design files, Google Earth displays)
- Projector
- Portable Screen
- Easels for display boards

J. Conducting the Meeting

The VENDOR shall make provisions for the meeting facilities. Conducting the meeting requires sufficient VENDOR and DEPARTMENT staff to meet the needs of the anticipated crowd. The VENDOR and DEPARTMENT staff shall be available for at least one hour before and after the scheduled meeting for media interviews and other public information tasks, as needed.

A combined effort between the VENDOR and the DEPARTMENT will be necessary for conducting all public meetings and events.

The VENDOR will be responsible for all activities leading up to these meetings and for preparing and conducting the oral presentation. The DEPARTMENT will be responsible for responding to project specific questions.

K. Identification of the Issues

Identification of the issues brought up at the meeting is an integral part of the meeting debriefing process. A meeting with the DEPARTMENT and the VENDOR shall be attended by all staff members taking part in the meeting process and talking with the public.

L. Evaluation of the Issues

Once issues have been identified from the debriefing meeting, their significance shall be determined by the DEPARTMENT. The DEPARTMENT will make determinations as to whether the issues are valid for further consideration. ALL written responses are to be reviewed and approved by the DEPARTMENT prior to mailing.

The VENDOR shall produce a final document including the presentation, flyers, email addresses, mailing addresses, letters, comments, and response to comments for each project task.

M. Addressing the Issues

Addressing the issues and responding to them are also integral parts of the meeting process. The VENDOR shall participate in letter writing, preparation of news releases, or other appropriate tasks as deemed necessary. All letters from the public, elected officials, etc., are to be responded to in a timely manor. Responses should be coordinated with the DEPARTMENT Project Manager and reviewed by the DEPARTMENT before being sent by email or U.S. mail.

N. Minutes

Summaries of all public meetings will be prepared by the VENDOR and delivered to the Department's Project Manager. The summary must include copies of all meeting materials to include notification letters, flyers, mailing lists, exhibits and presentations, a comments spreadsheet and copies of comment responses.

In the event a public hearing is held, the VENDOR shall provide a Court Reporter/Stenographer to procure a verbatim transcript of Public Hearings. The VENDOR will combine the transcript with any letters received by the DEPARTMENT as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the DEPARTMENT'S use. The VENDOR will also prepare a Public Hearing Summary.

O. Additional Meetings

Additional meetings with major community organizations and business groups shall be attended by the VENDOR, as necessary. These meetings shall not be advertised; however, informal announcements of the meetings shall be made through the hosting groups. The VENDOR shall attend the meetings and prepare all necessary displays, maps, scripts, and logistical support as needed. The VENDOR may be required to participate actively in any portion of the presentation. Facilities may be provided by the hosting groups; however, facilities shall be organized by the VENDOR in cases where hosting groups do not provide facilities.

P. Identifying Interested Groups/Individuals

The VENDOR will develop and maintain a computerized database mailing list of contacts. Public officials, community service organizations, local and regional transportation officials, and special interest groups shall be identified by the VENDOR for each city and county affected by the projects. The list shall include the following types of groups as applicable to each project:

1. Property Owners
2. Business Owners
3. Chambers of Commerce
4. Civic Clubs and Organizations
5. Private Clubs
6. Homeowners Associations
7. Elected and Appointed City Officials

8. Law Enforcement Groups (city, county, state)
9. Emergency Response Forces (city, county, state)
10. Elected and Appointed County Officials
11. Elected and Appointed State Officials
12. Elected Members of the U.S. Senate
13. Elected Members of the U.S. House of Representatives
14. National Environmental Clubs/Organizations
15. State Environmental Clubs/Organizations
16. Local Environmental Clubs/Organizations
17. Private Environmental Clubs/Organizations
18. Permitting Agencies
19. Metropolitan Planning Organizations (including Technical and Citizen's Advisory Committees)
20. Regional Planning Councils
21. Minority/Underserved Groups
22. Utility Companies
23. Railroads
24. Expressway Authorities
25. Public Transit Agencies
26. Transportation Disadvantaged

In conjunction with the above, the VENDOR will maintain a list of all affected property owners within at least 300 feet each side of the centerline of the alignment, as necessary. It will be the responsibility of the DEPARTMENT to provide the alignment to the VENDOR for the purpose of obtaining a property owners list from the County Property Appraiser's office.

Q. Record of Public Involvement Activities

1. One person to a small group:

   An accurate record shall be maintained of all activities from meetings. The record will consist of at least the following particulars:

      a. Date
      b. Time
      c. Location
      d. Name, address, and phone numbers of participants
      e. Purpose of the meeting
      f. Synopsis of the meeting
      g. Meeting notes

2. Group Meetings (such as elected/appointed officials, homeowners groups, civic clubs, special interest groups, etc.):

      a. Date
      b. Time
      c. Location
      d. Name of Group
      e. Spokesperson (name, address, phone number, position within the group)
      f. Name, address, and phone numbers of participants

g. Purpose of meeting
h. Synopsis of the meeting
i. Meeting notes

4.0 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. Project Schedule

Within ten (10) days after each work authorization, the VENDOR shall provide a schedule of calendar deadlines addressing all components of the Community Awareness Plan accompanied by an anticipated payout curve. This schedule is critical to the successful completion of each project. The schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

B. Key Personnel

The VENDOR'S work shall be performed and directed by the key personnel identified in the proposal presentation by the VENDOR. Any changes in the indicated personnel shall be subject to review and approval by the DEPARTMENT.

Minimum Qualifications:

The VENDOR shall provide individuals meeting the position descriptions below. An individual may be listed in more than one position, with the exception that the Project Engineer must be a separate individual. The VENDOR must have at least two professional engineers, registered with the Florida State Board of Professional Engineers, having a proficiency in civil engineering and at least two years of post-registration experience in design and preparation of plans for highways on staff. They must be knowledgeable in FDOT, FHWA, and AASHTO standards, policies and procedures. Please include a maximum 2-page resume for all key personnel.

Project Manager: Key member overseeing all aspects of the public involvement contract including marketing, advertising, public information and public engagement. A minimum of two years of public involvement experience with the ability to speak knowledgeably about transportation in a clear, concise, and simple manner and have the ability to handle questions from the public.

Project Engineer: A Professional Engineer licensed in the State of Florida

Public Information Specialist: Minimum of two years of public involvement experience

Public Information Aide: Minimum of one year of public involvement experience

Administrative Assistant/Clerical: N/A

Senior Tech CADD/Graphics: Minimum of two years of experience editing and producing finished audio and video products for use on-air and/or on the web

Website Designer: Minimum one year of experience managing a website

Voice-Over Talent: Minimum of one year of experience providing voice-overs (if needed and with prior authorization by the Department)

Court Reporter: Licensed court reporter (if needed and with prior authorization by the Department)

The VENDOR must have the knowledge, experience and ability to (independently) develop various types of Community Awareness plans for a variety of transportation design projects with minimal direction from the Department.

C. Progress Reporting

The VENDOR shall meet with the DEPARTMENT on a monthly basis and provide written progress reports which describe the work performed on each task. Progress reports shall be delivered to the Department concurrently with the monthly invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against the actual work accomplished.

D. Meeting and Presentations

The VENDOR shall attend a Notice-to-Proceed meeting with the DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, along with procedures for administering the contract. The VENDOR and his staff shall also be available with no more than five (5) work days notice to attend meetings or make presentations at the request of the DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 AM and 12:00 midnight on any day of the week. The VENDOR shall be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

E. Quality Assurance

The VENDOR shall be responsible for professional quality, technical accuracy and the coordination of all materials and services furnished by the VENDOR under this contract. The VENDOR shall, without additional compensation, correct or revise any errors or deficiencies in its material and services. The VENDOR shall be responsible without additional compensation for all errors and/or omissions (and approved corrections of same) that result from said firm's substandard performance of the services described herein.

The VENDOR will also be responsible for the professional quality, technical accuracy and the coordination of all materials and services furnished by a sub-VENDOR under this contract.

F. Correspondence

Copies of all written correspondence between the VENDOR and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

G. Liaison Office

The DEPARTMENT and the VENDOR will designate a liaison office and a Project Manager who shall be the representative of their respective organizations for this contract. While it is expected the VENDOR shall seek and receive advice from various state, regional and local agencies, the final direction on all matters of this contract remains with the Department's Project Manager.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted in triplicate to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The Department's Project Manager and the VENDOR shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT. It is the VENDOR'S responsibility to monitor and ensure that there is enough budget remaining to complete the project.

6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT

A. Expenses

The DEPARTMENT will maintain close contact with the Vendor/Contractor to ensure that major expenses are not incurred for materials, goods and services that can be provided by the DEPARTMENT. Major expenses must be approved in writing by the DEPARTMENT before purchase is made.

DOT-RFP-26-5004-DWCA
District Five Community Awareness Contract
EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit “B” defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" (Scope of Services) and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A Task Work Order (TWO) will be issued for each project scheduled.

3.0 COMPENSATION:

The total of all authorizations shall not exceed a Budgetary Ceiling of $600,000.00

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Letters of Authorization. Execution of this Agreement does not guarantee that the work will be authorized.

The contract Budgetary Ceiling shall be made up of:
$ 200,000 from Fiscal Year 2027
$ 200,000 from Fiscal Year 2028
$ 200,000 from Fiscal Year 2029

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each TWO the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Table 1 below, and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a Task Work Order shall be issued by the Project Manager.** All work authorizations shall be completed within the term of this Agreement.

5.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Table 1 below, attached hereto and made a part hereof.

Table 1

EMPLOYEE CLASSIFICATION	Regular Hourly Billing Rate (GEP + Contractor Margin)
Project Manager	$__________ Per Hour
Project Engineer	$__________ Per Hour
Public Information Specialist	$__________ Per Hour
Public Information Aide	$__________ Per Hour
Senior Tech CADD/Graphics	$__________ Per Hour
Website Designer	$__________ Per Hour
Administrative Assistant/Clerical	$__________ Per Hour

6.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the contract hourly billing rates in Table 1 above, for services provided, as approved by the Department. The contract hourly billing rates shall include all normal business expenses. Normal business expenses would be incurred in the normal course of business with the Department. Normal business expenses include at a minimum the costs of salaries, overhead, fringe benefits and operating margin. Payment for actual expenses beyond normal expenses shall be made on the basis of actual allowable costs incurred as authorized and approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation Project Manager MS#562, Department of Transportation District Five, 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

DOT-RFP-26-5004-DWCA

District Five, Districtwide Community Awareness Project

Exhibit "C"

Exhibit & Production

In Section 21.1 of the RFP – Technical Proposal Part I, for numbers 3 and 4 we are requesting Proposers submission of a Roll Plot, Typical Section Exhibit and a Voiced Presentation Production.

The items below are required to be submitted using a flash drive. It may be hand-delivered or sent by mail to the Department of Transportation, District Five Att: **Ashleigh Robinson**, 719 S. Woodland Boulevard DeLand, Florida 32720. They must be received no later than **Tuesday, June 2nd by 10AM.**

3. PUBLIC MEETING EXHIBIT PRODUCTION – 15 Points Maximum

The Proposer will prepare electronic versions of a roll plot and project exhibit showing the proposed typical section of the sample project using the technical scope provided within this RFP. The Proposer will size the items as they would for display at an in-person public meeting. Assume the plot will not be mounted but will be displayed on tabletop(s). Font limits do not apply to this roll plot. The font size should be presented in a format that would be appropriate for a public meeting.

Files to be used – All files/ samples listed can be downloaded from the Vendor Information Portal, except the KMZ File. That will be emailed to the Proposer upon receipt of the Registration form, Form No. 1 which can be found in the RFP.

- 443512-1 Candidate Project Tech Scope
- 443512-1 KMZ File (Google Earth) – will be emailed to vendors
- 443512-1 S.R. A1A Public Hearing Flyer
- 443512-1 Concept Plans

4. PUBLIC MEETING PRESENTATION PRODUCTION – 20 Points Maximum
Video NOT to exceed 20 minutes

The proposer will prepare a voiced presentation video using the template and project technical scope provided. Use the script provided within the notes section of the PowerPoint template for the standard slides. The Proposer will be responsible for developing the appropriate project-specific slides and script. The proposer should animate the video, if needed, to effectively communicate the message. Grading will be based on the content of the project specific slides and script, presentation appearance and voiceover quality. The Proposer shall provide the presentation using the directions in Exhibit C attached herein.

Files to be used – All files/ samples listed can be downloaded from the Vendor Information Portal, except the Sample PowerPoint Template. That will be emailed to the Proposer upon receipt of the Registration form, Form No. 1, which can be found in the RFP.

- PowerPoint with Script in Notes
- Sample Project PowerPoint Template – will be emailed to vendors

RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

____ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.

____ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.

____ 3. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the RFP price proposal.

____ 4. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the RFP requirements.

____ 5. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.

____ 6. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).

____ 7. The https://vendor.myfloridamarketplace.com/ website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.

____ 8. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.

____ 9. Electronic Submission of Proposal guidelines laid out in Special Condition are strictly followed.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STANDARD WRITTEN AGREEMENT

Agreement No.	TBD
Financial Project I.D.	238011-1-32-09
F.E.I.D. No.:	
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:	*(required for contracts in excess of $5 million)*
Procurement No.:	DOT-RFP-26-5004-DWCA
DMS Catalog Class No.:	80171907, 80171603

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

1. SERVICES AND PERFORMANCE

A. In connection with Districtwide Community Awarness for District Five , the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Development

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or three years from contract execution, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

☒ Services shall commence upon contrcat execution by both parties and shall be completed by three years from date of contract execution or date of termination, whichever occurs first.

☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

☐ Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

☐ This Agreement may not be renewed.

☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. or the Department's Comptroller under Section 334.044 (29), F.S.. If the Department determines that the performance of the Other Party is unsatisfactory, the Department shall notify the Other Party of the deficiency to be corrected, and correction shall be made within a time-frame to be specified by the Department. The Other Party shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Other Party will address all issues of contract nonperformance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Other Party shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Other Party resolves the deficiency. If the deficiency is subsequently resolved, the Other Party may bill the Department for the retained amount during the next billing period. If the Other Party is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.)

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

K. For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:

(1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.

(2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Vendor's website, if the Vendor is a non-profit organization and maintains a website. The Vendor shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

B. LIABILITY INSURANCE. (Select and complete as appropriate):

☐ No general liability insurance is required.

☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $200,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $_____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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

☒ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

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

5. <u>COMPLIANCE WITH LAWS</u>

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

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

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

District 5

386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 - Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

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

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

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

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

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

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

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. A Vendor is ineligible to enter into a contract with the Department for goods or services of $100,000 or greater if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies or

Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List which were created pursuant to s. 215.473, Florida Statutes or that is engaged in business operations in Cuba or Syria. If the Department determines the Vendor submitted a false certification under Section 287.135 , Florida Statutes, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 , Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 ,Florida Statutes are met. If the Department finds that the Vendor has been placed on the Scrutinized Companies or other Entities that Boycott Israel List or is engaged in a boycott of Israel, the Department may terminate the Agreement.

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the appropriate box:

☒ The following provision is not applicable to this Agreement:

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

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

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

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

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

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

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. The Department may grant the Vendor’s employees or subconsultants access to the Department’s secure networks as part of the project. In the event such employees’ or subconsultants’ participation in the project is terminated or will be terminated, the Vendor shall notify the Department’s project manager no later than the employees’ or subconsultants’ separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees’ or subconsultants’ participation in the project, whichever occurs later.

J. Vendor/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

K. Time is of the essence as to each and every obligation under this Agreement.

L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Exhibit(s) & Production

M. Other Provisions:

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

______________________ Name of Vendor	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY: ______________________ Authorized Signature	BY: ______________________ Authorized Signature
______________________ (Print/Type)	James S. Stroz, Jr., P.E. (Print/Type)
Title: ______________________	Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY

APPROVED:	LEGAL REVIEW
______________________	______________________