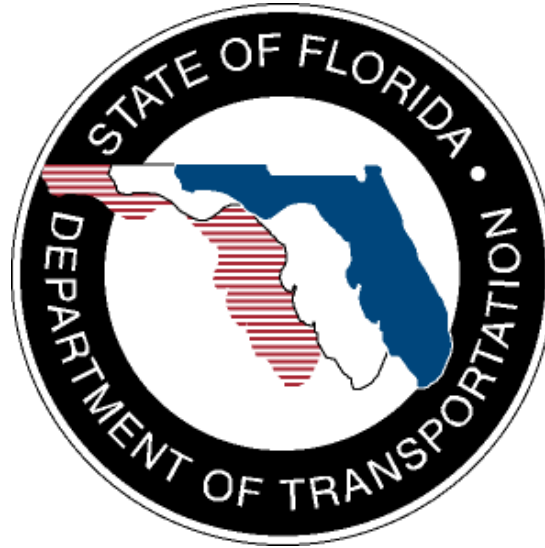


**State of Florida  
Department of Transportation**



**EXHIBIT "A" SCOPE OF SERVICES  
TO PROVIDE DISTRICTWIDE PUBLIC COMMUNICATIONS  
CONSULTING SERVICES ON MISCELLANEOUS CONSTRUCTION  
PROJECTS IN MIAMI-DADE AND MONROE COUNTIES FOR THE  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).**

|                                    |                             |
|------------------------------------|-----------------------------|
| <b>PROJECT/PROPOSAL NUMBER..:</b>  | <b>ITN-DOT-09/10-6011DS</b> |
| <b>FINANCIAL PROJECT NUMBER..:</b> | <b>408302-1-62-02</b>       |

# EXHIBIT "A"

## SCOPE OF SERVICES

FOR  
PUBLIC COMMUNICATIONS CONSULTING SERVICES ON DISTRICT SIX MISCELLANEOUS  
CONSTRUCTION PROJECTS

### PURPOSE

The Florida Department of Transportation, hereafter referred to as the Department, requires sealed written Qualifications Submittals from qualified firms to provide Public Communications Consulting Services on District Six Miscellaneous Construction Projects.

This Scope of Services describes and defines activities which may be required by the Florida Department of Transportation for a range of services to include, but not limited to: communications planning and implementation, public relations and community involvement, customer service, general translation and interpreting services, website development and maintenance, preparation of related media communications and collateral materials, preparation of audio/video presentations, project planning coordination and implementation, and other services that may be related.

This includes, but is not limited to, those operations necessary for mobilization, the movement of personnel, equipment, supplies, expertise, incidentals, permits, notifications, and fees associated with such notifications, if any. The Department shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

This is an indefinite quantity contract where the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract, unless services are terminated.

This Contract shall begin on the date the Notice to Proceed is given and shall continue for a period of **three (3) years**. This agreement may be renewed, not to exceed three (3) one-year renewals. If a renewal is desired, it must be executed by the Department and the Contractor prior to the expiration of this agreement. This contract may be renewed on a yearly basis for a period of up to three (3) years after the initial contract or for a period no longer than the term of the original contract.

**DEFINITIONS**

**Contractor**

The Contractor retained by the Department to perform Public Communications Consulting Services on District Six Miscellaneous Construction Projects described in this Scope of Services.

**Department**

The Florida Department of Transportation (FDOT)

**Letter of Authorization**

A letter issued by the Project Manager (or his/her designee) authorizing the Contractor to commence work on a specific task. Completion due dates and fees are specified in this document.

**Project Manager**

The Department's staff member(s), manager(s) or consultant(s) with overall responsibility and authority to oversee the Public Communication Consulting Services on District Six Miscellaneous Construction Projects in Miami-Dade and Monroe County.

**Task Assignment**

One or more tasks assigned under this contract in connection with the Public Communications Consulting Services on District Six Miscellaneous Construction Projects in Miami-Dade and Monroe County.

**Job Classifications and Descriptions:**

**Project Manager:** Primary point of contact with the Department's Project Manager (or his/her designee) on overall activities of the contract; ensures contract compliance; manages budget; executes special projects and performs QA/QC on all collateral materials. Responsible for entire staff assigned to this contract to include staff supervision and work production. Works with Department's Project Manager on streamlining processes and developing cost effective methods of doing business.

**Public Information Specialist:** Acts as the source for project related information and due to extensive interaction with the South Florida community, bilingual (English/Spanish) is strongly desired; Writes Community Awareness Plans for projects in the construction phase; identifies potential impacts to the public as a result of construction; prepares and disseminates collateral materials to the public using plain language; develops strategic alliances and corporate partnerships; prepares and presents project information for meetings; coordinates resolution of issues; maintains database of stakeholders; prepares information for updating website; performs media responses by interview or in writing as needed; coordinates and staffs formal and informal public meetings; and executes other duties relevant to the

## EXHIBIT “A” SCOPE OF SERVICES

ITN-DOT-09/10-6011DS

position.

**Assistant Public Information Specialist:** Performs customer satisfaction surveys; supports the activities of the Public Information Specialist as needed and approved; executes other duties relevant to the position.

**Graphic Designer:** Designs collateral materials, creates templates and newsletter layouts; performs other duties relevant to the position.

**Webmaster:** Designs and maintains general and project specific website(s) for D6 Construction projects as needed. Updates website(s) with information provided by the Public Information Specialist and the Department’s Project Manager. Coordinates with webmaster from other project websites to ensure all sites link together.

### CONTRACTOR RESPONSIBILITIES

#### Coordination with the Department

All aspects of each task shall be coordinated through the Department’s Project Manager (or his/her designee). All authorizations and approvals shall be in writing and executed by the Project Manager (or his/her designee) prior to the commencement of work.

The Project Manager is Kathy Yeomans and is located at:

Florida Department of Transportation  
District Construction Department  
1000 Northwest 111th Avenue  
Miami, Florida 33172

#### Services to be Provided

The following procedures are general for all projects. One (1) 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 by the **DEPARTMENT**’s Project Manager.

If the procedural regulations referenced herein are revised or superceded before the services by the **CONTRACTOR** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.

The **CONTRACTOR** will provide any one or more of the following services as required by the **DEPARTMENT**.

**Public Relations, Community Involvement and Customer Service**

- a. Public Relations Campaigns
- b. Process Mapping and Process Analysis participation
- c. Development of Community Awareness Plans
- d. Crisis communications
- e. Media Spokesperson
- f. Develop speeches and talking points
- g. Special Event planning and participation
- h. Elected Official Notification
- i. Website development and maintenance
- j. Newsletter and feature story writing
- k. Development of collateral materials
- l. Translation and printing services
- m. Communicate project information and address concerns
- n. Perform Customer Surveys
- o. Preparation of related media communications and collateral materials
- p. Preparation of audio/video presentation

**CONTRACT ADMINISTRATION**

The **CONTRACTOR** shall be responsible for Public Communications Consulting Services on District Six Miscellaneous Construction Projects as described in this Scope of Services. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required optimizing services and support in compliance with terms specified herein.

**STAFFING**

The **CONTRACTOR** shall provide the **DEPARTMENT** with a Project Manager for the life of the contract. Any changes to the Project Manager or any other personnel submitted in their proposal must first be approved by the **DEPARTMENT**'s Project Manager.

The **CONTRACTOR** shall keep a staff of adequate size to respond to the requirements of this Contract at all times during the term of the Contract.

The **CONTRACTOR** shall supply competent and committed staff to the **DEPARTMENT** at appropriate levels of skill and utilization.

**DIRECTION OF WORK**

The **CONTRACTOR's** work shall be performed and/or directed by the key personnel identified in the Invitation to Negotiate (ITN) submitted by the **CONTRACTOR**.

**MONITORING OF PERSONNEL**

The **CONTRACTOR** will continuously monitor personnel performance as part of its own management activity.

**CHANGES IN PERSONNEL**

Any changes in the indicated personnel in charge of the work shall be subject to review and approval by the **DEPARTMENT** in writing before performing any billable services.

**AUTHORIZATION OF WORK**

No work shall be undertaken by the **CONTRACTOR** unless it has been authorized in writing by the **DEPARTMENT**. The **DEPARTMENT** shall issue a formal Notice to Proceed authorizing the **CONTRACTOR** to begin work on a specific date.

**INSURANCE**

The **CONTRACTOR** shall be required to submit proof of current general liability and workman's compensation insurance for the life of this contract and any subsequent renewals.

**REVIEWS**

Throughout the term of the Contract, the **DEPARTMENT** may conduct reviews of the work performed by the **CONTRACTOR**. The **CONTRACTOR** shall cooperate and assist the **DEPARTMENT** throughout these review processes.

**PROJECT RECORDS**

The **CONTRACTOR** shall maintain complete and accurate project records, in hard copy of all activities and any other events relating to the Contract.

**STATUS REPORT**

The **CONTRACTOR** shall supply a status report consisting of all completed activities to the **DEPARTMENT** bi-weekly during the entire Contract commencing with the Contract Notice-to-Proceed. The report shall include a detailed description of the services performed including all special requirements. The report shall also include plans of action to correct present and anticipated problems, and the status services to be required.

**ADDITIONAL WORK**

The **CONTRACTOR** shall work closely with the **DEPARTMENT’s** “Project Manager” or each location’s “Facility Representative” or his designee in developing services for any additional work.

Any excess exceeding the total contract amount shall require a supplemental agreement supplied by the Department and signed by both parties prior to the work being performed. Supplemental agreements may extend the contract price beyond the original contract limit if approved by the Department. Execution of this Supplemental Agreement does not guarantee that the work will be authorized.

The **CONTRACTOR** shall work closely with the **DEPARTMENT’s** “Project Manager” (or his/her designee) in developing services for any additional work. The original contract may be amended to include any additional services required within the intent of the original contract.

Before making any additions or deletion 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 a supplemental agreement covering such work and compensation. Reference herein to this Agreement shall be considered to include any Supplemental Agreement.

The **DEPARTMENT** may authorize any unforeseen work which is essential to the satisfactory completion of the completion within the intent of the original scope of work. No unforeseen work shall be performed by the contract vendor without prior authorization.

**CONTACT NUMBERS**

The **DEPARTMENT** requests that the **CONTRACTOR** provide cell phone numbers for all key personnel responsible for answering and responding to the needs of the **DEPARTMENT**.

**LOCATION OF THE CONTRACTOR**

The **CONTRACTOR** shall be stationed locally to work directly with the **DEPARTMENT** during the term of the Contract. The **CONTRACTOR** must have a full-service operational office in Miami-Dade or Broward Counties, Florida.

**FURNISHING OF SERVICES**

The **CONTRACTOR** shall furnish all materials, equipment machinery, tools, apparatus, means of transportation, labor, services and supplies required to perform the services as outlined in this **Scope of Services**.

**SUBCONTRACTING**

It may be necessary for the **CONTRACTOR** to subcontract portions of the work. The subcontracted

## **EXHIBIT “A” SCOPE OF SERVICES**

**ITN-DOT-09/10-6011DS**

firm(s) must be approved and qualified by the **DEPARTMENT** prior to the initiation of any work.

The **CONTRACTOR** shall be fully responsible for the satisfactory completion of all subcontracted work.

The Contractor shall provide the **DEPARTMENT** and/or the **DEPARTMENT’S** Project Manager (or his/her designee) with copies of the names for all the Sub-Consultants/Sub-Contractors or employees who shall be performing the work as required.

### **DEPARTMENT RESPONSIBILITIES**

#### **CONTRACT ADMINISTRATION**

The **DEPARTMENT** shall provide a Project Manager who shall administer the terms of the Contract. The **DEPARTMENT’S** designated Project Manager is Kathy Yeomans.

In Mrs. Yeomans’s temporary absence from the office, the Department shall authorize another individual to perform the Project Manager duties.

The Department may replace Mrs. Yeomans as the Project Manager during the term of this agreement.

The “Project Manager” or her designee shall administer this contract to assure the **CONTRACTOR** is complying with the work described in this Scope of Services.

The **DEPARTMENT** will be responsible for enforcing the terms of the Contract.

The **DEPARTMENT** will maintain close contact with **CONTRACTOR** to ensure that major expenses are not incurred for materials, goods and services that can be provided by the **DEPARTMENT**.

The District Six Project Manager will supply the necessary form letters, agreements, plans and any other documents that would be needed.

The **DEPARTMENT** shall issue a “**Letter of Authorization**” for services under this contract. Contracts to this agreement shall be defined as “**Letters of Authorizations**”.

The **DEPARTMENT** shall issue a formal Notice to Proceed authorizing the **CONTRACTOR** to begin work on a specific date.

The **DEPARTMENT** shall provide the **CONTRACTOR** with written correspondence at random intervals indicating progress and/or deficiencies in performance.

### **PRE-WORK CONFERENCE**



## EXHIBIT “A” SCOPE OF SERVICES

ITN-DOT-09/10-6011DS

The **DEPARTMENT** shall conduct a pre-work conference prior to the start of the work to discuss and review the proposed work and the **CONTRACTOR's** plan of action for training their personnel and preparing and submitting work schedules.

### METHOD OF COMPENSATION

The Department agrees to compensate the Contractor for services performed under this Agreement in the following manner.

The Department and/or the Department’s Project Manager (or his/her designee) and the Contractor shall agree on the services to be performed for each work authorization, the work item and quantities required for the performance of the services, and the performance period and the compensation to be paid.

The **CONTRACTOR** shall be paid in accordance with **Exhibit “C”, Method of Compensation** for providing the Public Involvement Consultant Services described in this Scope of Services and defined in **Exhibit “B”, Contract Price Proposal**. The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

The **DEPARTMENT** does not guarantee any minimums or maximums under this contract.

The **DEPARTMENT** agrees to pay the **CONTRACTOR** monthly based on the units of work accepted and described in **Exhibit “B”, Contract Price Proposal** which are hereby attached and made part of this contract. Payment shall be made upon receipt and approval of an invoice detailing the services performed. The “Project Manager” or his designee shall render approval or disapproval of services within five (5) working days of receipt of an invoice.

Bills for fees or other compensation for services and expenses shall be submitted to the Department’s Project Manager (or his/her designee) in detail sufficient for a proper pre-audit and post-audit thereof.

Payment for services provided under this contract shall be in accordance with **Exhibit “C”, Method of Compensation**. Upon completion, the work may be subject to an inspection by the **DEPARTMENT**. Work that is determined to be unacceptable shall be re-performed by the **CONTRACTOR** at no additional cost to the **DEPARTMENT**.

### REVIEWS

Throughout the term of the Contract, the **DEPARTMENT** may conduct reviews of the work performed by the **CONTRACTOR** to verify that the project control and management procedures are assuring project performance with reasonable conformity with **DEPARTMENT** policies, specifications, and contract provisions. The **CONTRACTOR** will assist the **DEPARTMENT** in these reviews.

### CORRECTIONS OF DEFICIENCIES

## EXHIBIT "A" SCOPE OF SERVICES

ITN-DOT-09/10-6011DS

When deficiencies are indicated in a review, the **CONTRACTOR** will immediately implement remedial action to eliminate the deficiencies. Remedial actions may include further training of the **CONTRACTOR's** personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

### NON-COMPLIANCE

Failure by the **CONTRACTOR** to comply with the Rules and Regulations stated in this Scope of Service and those that may later be added in shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or contract termination.

The parties recognize that timely performance by the **CONTRACTOR** is of the essence. Should the **CONTRACTOR** fail to perform the work specified in this **Scope of Services** and cause the **DEPARTMENT** to intervene, all costs incurred by the **DEPARTMENT** shall be charged to the **CONTRACTOR** and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or contract termination.

If the **DEPARTMENT** determines that the performance of the **CONTRACTOR** is not satisfactory, the **DEPARTMENT** may terminate this contract as described in Section 6, of the **State of Florida Department of Transportation Contractual Services Standard Agreement**. Any necessary default action will be processed in accordance with the Department of Management Services Rule 60A-1.006(3).

In either event, intervention or default, all payment to the **CONTRACTOR** shall stop during the time involved and the **DEPARTMENT** shall hold all payment due to the **CONTRACTOR** until cost to the **DEPARTMENT** is satisfied. The **DEPARTMENT** reserves the right to deduct such costs from any payment due to the **CONTRACTOR**.

If the **CONTRACTOR** fails to comply with the Contractor Responsibilities section of this **Scope of Services** and it is not immediately corrected, the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or contract termination.

### CONTRACTOR'S WARRANTY

The **CONTRACTOR** warrants to the **DEPARTMENT** that the services shall be performed in a competent manner.

### PROPOSAL SUBMITTAL

A **CONTRACTOR's** Proposal shall be in the form of a unit price for each services required as described in the **Exhibit "B", Contract Price Proposal**.

**AWARD OF THIS CONTRACT**

The **DEPARTMENT** shall award this contract to the responsive, responsible **PROPOSER** with the highest combined score whose references check out and has not been debarred or suspended from any other contract.

The **DEPARTMENT** does not guarantee any maximum or minimum quantities for this contract.

The **DEPARTMENT** reserves the right to award this contract in whole or in part.

The **DEPARTMENT** reserves the right to award this contract to one (1) or more Proposers in the best interest of the State of Florida.

**RULES AND REGULATIONS**

All work performed by the **CONTRACTOR** pursuant to this agreement, including, but not limited to the preparation of all tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the **DEPARTMENT** upon completion or termination 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 **CONTRACTOR** 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 **CONTRACTOR** at any time.