

**State of Florida
Division of Emergency Management**



**Request for Proposals (RFP)
For
Emergency Standby Material and Service Contracts
RFP No: RFP-DEM-18-19-033**

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. Any protest must be timely filed with the Division of Emergency Managements' Agency Clerk: Sherin Joseph, 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100.

Procurement Officer: Tara Walters
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: 850-815-4606
Email: Tara.Walters@em.myflorida.com

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REQUIRED FORMS TO BE RETURNED WITH PROPOSAL:

- FORM 1 – CONTACT INFORMATION**
- FORM 2 – NOTICE OF CONFLICT OF INTEREST**
- FORM 3 – SCRUTINIZED COMPANIES**
- FORM 4 – SUBCONTRACTING**
- FORM 5 – PAST PERFORMANCE REFERENCE**
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT**

FORMS TO BE USED BY PROCUREMENT OR EVALUATION COMMITTEE:

- FORM 7 – RESPONSIVE REQUIREMENTS (FOR PROCUREMENT USE ONLY)**
- FORM 8 – EVALUATION WORKBOOK (FOR EVALUATION COMMITTEE USE ONLY)**

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida, Division of Emergency Management (“Division” “DEM”) is issuing a Request for Proposals (RFP) to establish Emergency Standby Material and Service Contracts. These contracts are intended to be used in preparation for and/or in response to, emergencies or disasters. The intent of the awarded contracts is for vendors to provide additional products, services and personnel resources when not available through State Term Contracts. It is critical that these support operations are up and operating as soon as possible once a need has been identified. Vendors interested in submitting a Proposal must comply with all terms and conditions described in this solicitation and supporting attachments.

1.2 Background Information

The Division is charged with maintaining a comprehensive statewide program of emergency management. The Division is responsible for coordination with efforts of the Federal Government with other departments and agencies of state government, with county and municipal governments and school boards, and with private agencies that have a role in emergency management. During disasters, emergencies and special events, the State Emergency Response Team (SERT) supports locally affected counties who are responsible for the first response to emergencies. When affected counties cannot meet specific resource needs, or fall short in meeting those needs, the SERT provides support through mission tasking to other state agencies, or through use of State Term Contracts and Enterprise Alternate Contract Source with vendors or state and federal agencies, under the State Unified Logistics Section.

1.3 Scope of Services and Product Categories

Products for contracts resulting from this RFP are described in the table below. Additional information related to the scope are listed in Attachment A, Scope of Work and Attachment B, Price Proposal.

At a minimum, Respondents shall be able to provide all products, personnel and services highlighted in the yellow portions of all tabs of the Attachment B, Price Proposal. These items are considered “core” items. Failure to provide a price in the yellow cells of each tab of the Price Proposal shall deem the vendors’ Price Proposal non-responsive.

| Price Proposal Tabs |
|--|
| 1. Instructions |
| 2. Type I Response Package |
| 3. Type II Response Package |
| 4. Type III Response Package |
| 5. Responder Base Camps |
| 6. Emergency Shelter Complexes |
| 7. Typed Support Packages (SANPACS) |
| 8. Mobile Medical Units |
| 9. Typed Support Packages (LSA's) |
| 10. Prime Power - Individual |
| 11. Pumps - Individual |
| 12. Material Handling Equipment – Individual |
| 13. Heavy Equipment |

| |
|---|
| 14. Personnel |
| 15. Supplies – Mass Care |
| 16. Vehicles and Transportation |
| 17. Environmental Control |
| 18. Temporary Structures - Individual |
| 19. Support Equipment |
| 20. Tarps |
| 21. Personal Protective Equipment (PPE) |

1.4 Who May Respond

Respondents must provide proof of the ability to meet the Responsive Requirements listed in the RFP in order to be considered for award.

1.5 Term

The initial term of the Contract will be three (3) years. The Contract may be renewed in whole or in part for up to an additional three (3) years. The Contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

1.6 Purchases from Other Entities

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other state agencies as defined in Rule 60A-1.001(2)(b) and (c), Florida Administrative Code, may be permitted to make purchases at the terms and conditions contained herein upon approval from the Division. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement must obtain approval from the Division prior to contracting and are also required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Eligible users as defined per Rule 60A-1.001, Florida Administrative Code, are not permitted to use this contract.

1.7 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, the Scope of Work, draft Contract, Form PUR 1000 and Form PUR 1001 are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

1.7.1 Activation – Issuance of a purchase order or written (email or fax) authorization to proceed with a task.

1.7.2 Confidential Information – Any portion of a Respondent's documents, data or records disclosed relating to its Proposal that the Respondent claims is confidential and not subject to disclosure pursuant to chapter 119, Florida

Statutes, the Florida Constitution or any other authority and is clearly marked "Confidential."

- 1.7.3 Contract** – Any binding agreement that results from this competitive procurement, if any, between the Division and the vendor.
- 1.7.4 Contractor** - The Vendor or Vendors that enters into a Contract as a result of this solicitation.
- 1.7.5 Core Items** – Minimum products, personnel and services highlighted in the yellow portions of all tabs of the Attachment B, Price Proposal that vendors shall be able to provide. These items are considered "core" items.
- 1.7.6 Customer** – The Division of Emergency Management.
- 1.7.7 Division** – The Division of Emergency Management.
- 1.7.8 Generic Product** - A Generic Product is comparable to a Manufacturer or Brand Name Product's intended use, size, quality, and performance characteristics that does not provide a market branding. Generic Products may also be referred to as private label Products.
- 1.7.9 Manufacturer's Suggested Retail Price (MSRP)** – The Manufacturer's Suggested Retail Price (MSRP). It represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities or product models, and services without benefit of a contract resulting from the solicitation, if awarded. MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Division.
- 1.7.10 Mission** – A request generated by the internet-based State Emergency Response Team (SERT) Incident Management Application with a unique identifier number and information required to fulfil a request.
- 1.7.11 MyFloridaMarketPlace** - MyFloridaMarketPlace (MFMP) is the State of Florida's eProcurement system.
- 1.7.12 Non-Core Items** – All other products, personnel and services of all tabs of the Attachment B, Price Proposal.
- 1.7.13 Product** - An item that may be a Product or Commodity which includes service, technology or software. The term Products and Commodities can be used interchangeably throughout this RFP.
- 1.7.14 Proposal** – The formal response to an RFP.
- 1.7.15 Respondent** - A vendor who submits a Proposal to this solicitation.
- 1.7.16 State** – The State of Florida
- 1.7.17 State Holiday** - An observed and paid State holiday.

1.7.18 Vendor(s) - An entity that is capable and in the business of providing a commodity or service similar to those within the solicitation.

1.8 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Division's Procurement Manager at (850) 815-4606. Requests for accommodation for meetings must be made at least five working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.9 Contact Provision

As required by section 287.057(23), Florida Statutes, the Division highlights the following provision: 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.

1.10 Procurement Officer

The Procurement Officer is the **sole point of contact** for this RFP:

Procurement Officer for this solicitation is:
Tara Walters, Purchasing Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Phone: 850-815-4606
Email: Tara.Walters@em.myflorida.com

All emails to the Procurement Officer should contain the solicitation name and number in the subject line of the email.

1.11 Order of Precedence for Solicitation

In the event conflict exists among the documents comprising the RFP, the conflict will be resolved in the following order of priority (highest to lowest):

1. Addenda, in reverse order of issuance
2. Scope of Work
3. Evaluation Criteria and Scoring and Methodology for Selection
4. Attachments to this RFP

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The RFP is a method of competitively soliciting a commodity or contractual service under chapter 287, Florida Statutes. Vendors can submit formal questions in writing to the Procurement Officer by the deadline listed in the Timeline of Events. Proposals must be submitted by the deadline listed in the Timeline of Events.

The Division will hold a public opening of the Proposals at the date, time and location below. Once the Division has reviewed and evaluated the Proposals, the Division will post its decision on the Vendor System.

2.2 Non-Mandatory Pre-Bid Conference

A non-mandatory pre-bid conference will be held to discuss important requirements of the solicitation. The pre-bid conference will be held at the date and time specified in the Timeline of Events. Attendance is optional but encouraged. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Respondents and interested persons.

2.3 Questions and Answers

Respondents will address all questions during the Question and Answer period regarding this solicitation in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

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

| Question # | Vendor Name | RFP Section | RFP Page # | Question |
|-------------------|--------------------|--------------------|-------------------|-----------------|
| | | | | |

Questions will not constitute formal protest of the specifications of the solicitation. Division answers to written inquiries will be issued via the Vendor Bid System.

2.4 Timeline of Events

The table below contains the Timeline of Events for this solicitation. Respondents shall become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times specified below (Tallahassee, Florida local time). The Division will not consider late submittals.

| Timeline of Events - Action/Location | Event Time (Eastern Time) | Event Date |
|---|---------------------------|----------------------|
| RFP posted on the VBS. | | 8/8/2019 |
| Non-mandatory pre-proposal conference call. Dial-In Number: 1-888-585-9008 Call-In Code: 881-594-463# | 10:00 AM-11:30 AM | 8/16/2019 |
| Deadline to submit questions to the Procurement Officer. | 10:00 AM | 8/19/2019 |
| Division's anticipated posting of answers to Respondent's questions on the VBS. | | 8/23/2019 |
| Deadline to submit Proposal and all required documents to the Procurement Officer. | 10:00 AM | 9/13/2019 |
| Public Opening. Procurement to open responses and read respondents names aloud only. 2555 Shumard Oak Blvd. Tallahassee, FL 32399 | 10:30 AM | 9/13/2019 |
| Formal Evaluations Conducted. | | 9/18/2019-10/04/2019 |
| Evaluator Scores due to Procurement | 10:00 AM | 10/08/2019 |
| Anticipated date to post Notice of Intent to Award. | | 10/14/2019 |
| Anticipated contract start date. | | 10/21/2019 |

2.5 Addendum to the Solicitation

The Division reserves the right to modify this solicitation by issuing addenda. Addenda will be posted on the Vendor Bid System (VBS). It is the responsibility of the Respondent to regularly check for addenda to the RFP. The Respondent is solely responsible for determining whether addenda to the RFP have been issued and for reviewing impact of addenda on the RFP.

2.6 Must, Shall, Will and Is Required

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Division reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Division determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a proposal. There is no guarantee that the Division will waive an omission or deviation, or that any Vendor with a proposal containing a deviation or omission will be considered for award of this procurement. The Division may reject any proposal not submitted in the manner specified by this solicitation.

2.7 Contract Formation

The Contract will consist of the Attachment A, Scope of Work, the Contract document and Forms, Special Conditions and the Attachment B, Price Proposal submitted by the awarded Respondent(s) and agreed upon by the Division, upon which the award was based. This solicitation and all terms are hereby incorporated by reference. No additional documents submitted by a Respondent will be incorporated in the Contract.

During the solicitation period, the Division may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

The General Contract Conditions to Respondents (PUR 1000, 2006 version) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR1000 (General Contract Conditions) are inapplicable:

- Section 24. Force Majeure, Notice of Delay, and No Damages for Delay; and,
- Section 43. Cooperative Purchasing (see solicitation section 1.6, Purchases from Other Entities).

Products and services will be authorized to begin when the awarded Contractor(s) receive a State of Florida Purchase Order, processed through MyFloridaMarketPlace (MFMP). The Purchase Order will be subject to all terms of this solicitation, terms of the contract agreement and the MFMP "Purchase Order Terms & Conditions. In submitting a proposal, the Respondent agrees to be legally bound by these terms and conditions which are incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mp_agency_customers/purchase_order_terms_conditions

2.8 Disclosure of Proposal Contents

All documentation produced as part of any RFP will become the exclusive property of the Division and will not be returned to the Respondent unless withdrawn prior to the RFP opening in accordance with the Modification or Withdrawal of Proposal section.

2.9 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the RFP due date by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the RFP opening.

2.10 Diversity

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

end, minority, veteran and women owned businesses are encouraged to participate in the state's competitive, procurement process as both Contractors and subcontractors.

2.11 Proposal Disqualification

Each Respondent must meet the requirements and possess the experience and personnel resources to provide the products/services described in this RFP to be eligible for award. Proposals that do not meet all requirements, specifications, terms and conditions of the solicitation or failure to provide all required information, documents or materials may be rejected as non-responsive.

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- 2.11.1** More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- 2.11.2** Evidence of collusion among vendors.
- 2.11.3** Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal or any state within the last five (5) years.
- 2.11.4** If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 2.11.5** If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The Division reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the products/services described in this RFP, as deemed necessary during the RFP or after contract award, if any. The Division reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

2.12 No Alternate Proposals

Only one Proposal may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Proposal on behalf of one Brand regardless of the number of Brands, subsidiaries or affiliates owned or controlled by the Respondent.

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SECTION 3. GENERAL INSTRUCTIONS

3.1 Introduction

This section contains the General Instructions and Special Instructions to Respondents including mandatory requirements. [PUR 1001](#), General Instructions to Respondents, are incorporated by reference and provided at:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>.

The following sections of the PUR 1001 (General Instructions) are inapplicable:

- Section 3. Electronic Submission of Proposals: *Proposals shall be submitted in accordance with the instructions in this solicitation.*
- Section 5. Questions: *Questions shall be submitted in accordance with the Questions and Answers section of this solicitation.*

3.2 MyFloridaMarketPlace (MFMP) Registration

Awarded vendor(s) must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

Awarded vendor(s) will be required to pay the required MFMP transaction fee(s) as specified in Section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

Awarded vendor(s) must register and complete an electronic Florida Substitute Form W-9 prior to contract execution. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

3.4 How to Submit a Proposal

The Proposal should be submitted as described below. Since the Division will expect all technical proposals to be in this format, failure of the Respondent to follow this outline may result in the rejection of the proposal.

The Respondent should submit:

- 3.4.1** One original version of the Technical Proposal, with seven (6) copies. The original should be labeled "Original" and must contain an original signature or electronic signature of the authorized official.

The proposal should be limited to a page size of eight and one-half by eleven inches (8 ½" x 11"). Type size should not be less than 11-point font. Proposals must be securely bound.

- 3.4.2 One separately sealed package titled "Procurement Review" that should contain one scanned copy of the entire Technical Proposal in Adobe (.pdf) and the Exhibit B, Price Proposal in Excel (.xlsx) on a thumb drive in two parts (Years 1-3 and Years 4-6). The Technical Proposal and the Price Proposal should be scanned as separate files; and,
- 3.4.3 One REDACTED scanned copy of the entire Proposal in Adobe (.pdf) on the thumb drive, if applicable. The redacted copy should be marked as such.
- 3.4.4 Proposals should be clearly marked on the outside of the package with the solicitation number company name and Procurement Officer Name.
- 3.4.5 Proposals should be submitted to the Procurement Officer at the address listed in the Procurement Officer section.

Proposals that fail to submit all required information may be deemed non-responsive. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this solicitation. The emphasis of each Proposal shall be on completeness and clarity of content.

3.5 Responsive Requirements

Respondent's must meet the minimum qualifications listed in this solicitation in order to be considered for award. The Procurement Officer will review proposals for Responsiveness Requirements below using Form 7, Responsive Requirements. **The Division will not review Proposals from Respondents who do not provide documentation to support the ability to meet the minimum qualifications.**

- 3.5.1 Was the Proposal received by the date/time indicated in the Timeline of Events?
- 3.5.2 Certification on Form 1, Contact Information, that the Respondent or person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
- 3.5.3 Certification on Form 2, Notice of Conflict of Interest, that the Respondent identifies any possible conflict of interest as per provisions of Chapter 112, Florida Statutes.
- 3.5.4 Certification on Form 3, that the Respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>
- 3.5.5 Does the Respondent utilize subcontractors for any of the products/services outlined in the solicitation? If so, did the Respondent identify its subcontractors by completing Form 4, Subcontracting?

- 3.5.6** Did the Respondent complete and submit three (3) Past Performance Reference Forms (Form 5) that individually exceed twenty million (\$20,000,000) and/or demonstrate having a minimum of three years' experience?
- 3.5.7** If applicable, did the Respondent acknowledge all addendums by utilizing Form 6, Addendum Acknowledgement?
- 3.5.8** Did the Respondent provide documentation of a completed Attachment B, Price Proposal, to include initial and renewal years? Did the Respondent provide pricing for all core items?
- 3.5.9** Did the Respondent submit a letter, signed on or after July 1, 2016, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Offer's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$35 million.
- 3.5.10** Certification that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

- 3.5.11** Certification that the Respondent is in compliance with Section 9 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

3.6 Contents of Proposal and Required Documentation

Proposals are to be organized in sections as directed below. Respondents should complete each section entirely or the Respondent may be deemed non-responsive. The following sections of the Proposal should be submitted in one, sealed package to the Procurement Officer. Respondent's should organize each Proposal as follows:

- 3.6.1** Tab 1 - A cover letter on the Respondent's letterhead with the following information:

- 3.6.1.1** Company name and physical address
- 3.6.1.2** Contact information for primary point of contact
- 3.6.1.3** Federal Employer Identification (FEID) Number

- 3.6.2** Tab 2 – Required Forms, Certifications and Attachments:

- 3.6.2.1** Form 1 – Contact Information
- 3.6.2.2** Form 2 – Notice of Conflict of Interest
- 3.6.2.3** Form 3 – Scrutinized companies
- 3.6.2.4** Form 4 – Subcontracting
- 3.6.2.5** Form 5 – Past Performance Reference
- 3.6.2.5** Form 6 – Addendum Acknowledgement
- 3.6.2.6** Letter of Credit
- 3.6.2.7** Required Certifications (See Responsiveness Requirements)

Note: Do not include your Attachment B, Price Proposal under Tab 2.

3.6.3 Tab 3 – Respondents Technical Proposal

3.6.3.1 Respondent's must submit a response to the technical requirements listed in Section 4 of this RFP.

3.6.4 1 Separately Sealed Package - Vendor's Proposed Pricing for Initial and Renewal Years (see 3.4.2).

3.6.4.1 The Respondent shall submit a completed Attachment B, Price Proposal for the initial and renewal periods.

3.6.4.2 At a minimum, Respondents shall be able to provide all products, personnel and services highlighted in the yellow portions of all tabs of the Attachment B, Price Proposal. These items are considered "core" items. Failure to provide a price in the yellow cells of each tab of the Price Proposal shall deem the vendors' Price Proposal non-responsive.

3.6.4.3 If mathematical error(s) in a Respondent's Price Proposal calculations are identified by the Division, unit prices submitted by the Respondent will be used to determine the total price for that Respondent. Price(s) will be finalized based on a confirmed seek to clarify by the Division to the vendor and if applicable, corrected Price Proposal.

3.7 Subcontracting

Subcontracting is allowed. However, the Contractor shall be fully responsible for all work performed under the Contract. Any Contractor shall use only those subcontractors properly and specifically identified in Form 4, Subcontracting of the Proposal, except as permitted below.

3.7.1 Subcontracting after Contract Execution

To subcontract any services to a subcontractor not originally identified in the Proposal, a Contractor shall submit a written request to the Division's Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

3.7.1.1 The name, address and other information identifying the subcontractor;

3.7.1.2 Type of services to be performed by the subcontractor;

3.7.1.3 Time of performance for the identified service;

3.7.1.4 How the Contractor plans to monitor the subcontractor's performance of the identified services;

3.7.1.5 Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Division. Also, the Contractor shall certify that the subcontractor is approved by the Florida Division of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the**

Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit the following website: www.sunbiz.org

- 3.7.1.6** Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Division and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Division because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Division may treat the Contractor's use of a subcontractor not contained herein and/or approved by the Division as a breach of this Contract.

3.8 Letter of Credit

The Division requires submission of the Respondent's letter, signed on or after July 1, 2016, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Offer's present ability to obtain a surety bond or irrevocable letter of credit in the amount of at least \$35 million.

3.9 Respondent Confidential Information - Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If a Respondent considers any portion of the documents, data or records submitted in its Proposal to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, a Respondent must mark the document as "Confidential" and simultaneously provide the Division with a separate redacted copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Division's solicitation name, number and the Respondent's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Division will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Division will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Division becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Division shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend and indemnify the Division for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not

subject to disclosure. **If the Respondent fails to submit a redacted copy of information it claims is confidential, the Division is authorized to produce the entire documents, data or records submitted to the Division in answer to a public records request for these records.**

3.10 Cooperation with the Inspector General

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

3.11 Florida Accountability Contract Tracking System (FACTS)

On March 1, 2012, the Department of Financial Services (DFS) implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images as required per Section 215.985, F.S. The link to the DFS FACTS public website is: <https://facts.fldfs.com>. Any contract resulting from this solicitation will be included in the FACTS system.

3.12 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Division may request and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

3.13 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. **NOTE:** Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

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SECTION 4. Evaluation Criteria and Scoring

Each Proposal determined to be in compliance with all responsive requirements will be independently scored by the evaluators using the evaluation criteria and scoring outlined below (see Form 8, Evaluation Workbook).

4.1 Technical Evaluation and Criteria - A total of 800 points are available for the Technical Evaluation.

| Evaluation Criteria | Scoring (total possible points) |
|-----------------------------|------------------------------------|
| 1. Experience and Ability | 400 |
| 2. Quality and Reliability | 50 |
| 3. Customer Service | 50 |
| 4. Disaster Recovery | 200 |
| 5. Reporting Capabilities | 100 |
| Total Possible Score | 800 |

| Assessment | Assessment Description |
|--------------|---|
| Poor/limited | <ul style="list-style-type: none"> • Lack of understanding of the products and/or services needed; or • Lack of experience in performing contracts of similar size/scope; or • Fails to demonstrate capability/capacity. |
| Adequate | <ul style="list-style-type: none"> • General understanding of the project; or • Provides acceptable capability/capacity. |
| Exceptional | <ul style="list-style-type: none"> • Demonstrates superior understanding of the project; or • Provides excellent and innovative capability. |

1. Experience and Ability – Maximum 400 points

Describe your company's number of years' experience providing similar products and/or services. Describe your management plan to include qualified staffing, flexibility and commitment to fulfil the scope of work requirements. Provide examples, including but not limited to, years' experience, product and/or service locations, previous and current contracts and staff resources. Include specific examples including dates, locations, and the nature of the incidents for which you have provided goods and services support.

0 - No demonstrated experience providing similar products and/or services. No management plan or examples provided or provided no response.

100 - Some demonstrated experience providing similar products and/or services. Imprecise management plan and/or examples.

250 - Adequately demonstrated experience providing similar products and/or services. Provided a well thought out management plan and examples.

400 - Exceptionally demonstrated experience providing similar products and/or services. Provided a detailed and thorough management plan and provided several examples.

2. Quality and Reliability – Maximum 50 points

Demonstrate your company's ability to offer quality and reliable products and/or services. Describe what locations of products and/or services are offered by your company, types and quantities. Do you have prepositioned materials or equipment? Describe how your company plans to preposition commodities in or near Florida in order to respond quickly to a no notice or short notice event.

0 – Did not demonstrate ability to offer quality and reliable products/services. Does not have a plan to preposition commodities or provided no response.

10 - Poorly demonstrated ability to offer quality and reliable products/services and/or plan to preposition goods.

35 - Adequately demonstrated ability to offer quality and reliable products/ services and includes an adequate plan to preposition commodities in or near Florida.

50 - Exceptionally demonstrated ability to offer quality and reliable products/services and/or provided a plan that will quickly and thoroughly pre-position commodities in or near Florida.

3. Customer Service – Maximum 50 points

Describe your company's customer service team to include team structure, designated point of contact for emergency operations, experience working in an emergency operations center environment to include partnerships with key response staff, availability and process for effectively resolving customer issues.

0 - No customer service team/process or provided no response.

10 - Poorly described customer service team structure and process.

35 - Adequately described customer service team structure and process.

50 - Exceptionally described customer service team structure and process.

4. Disaster Recovery - Maximum 200 points

Describe your company's disaster recovery capabilities to include product and/or service availability to include supply chain resilience, re-stocking, response times and the ability to assist customers in resuming normal operations post disaster.

0 - No disaster recovery capabilities or provided no response.

50 – Poorly described disaster recovery capabilities and the ability to assist customers in resuming normal operations post disaster.

100 - Adequately described disaster recovery capabilities and the ability to assist customers in resuming normal operations post disaster.

200 - Exceptionally described disaster recovery capabilities and the ability to assist customers in resuming normal operations post disaster.

5. Reporting Capabilities – Maximum 100 points

Explain your company's online reporting capabilities, in accordance with the SOW, that you will provide customers. Explain your company's online standard and ad hoc reports, including, but not limited to shipping information, purchase order history and total purchases by user/location/entity.

0 – No reporting capabilities or provided no response.

35 – Limited reporting capabilities.

50 – Adequate reporting capabilities.

100 – Exceptional reporting capabilities.

4.2 Price Proposal (Attachment B) - A total of 200 points are available for the Price Proposal Evaluation.

Respondents shall download Attachment B, Price Proposal, and complete all tabs. At a minimum, Respondents shall be able to provide all products, personnel and services highlighted in the yellow portions of all tabs of the Attachment B, Price Proposal. These items are considered “core” items. Failure to provide a price in the yellow cells of each tab of the Price Proposal shall deem the vendors' Price Proposal non-responsive.

Respondents shall submit their Attachment B, Price Proposal in two parts (Years 1-3 and Years 4-6) in accordance with Section 3.4.2.

Price Points Calculation

Core Item Pricing - 118.5 Available Points

The respondent with the lowest sum of all core item prices on each tab of Attachment B, Price Proposal, for Years 1-3 will receive the maximum points as outlined in the table below. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times Y = Z$$

Where:

X = lowest sum of all core item prices on each tab of the Years 1-3 cost proposal of all responses

N = Respondent's sum of all core item prices on each tab of the Years 1-3 cost proposal

Y = value in table shown below

Z = points awarded

Non-Core Item Pricing – 31.5 Available Points

Respondent with the lowest average of all non-core item prices on each tab of Attachment B, Price Proposal, for Years 1-3 will receive the maximum points as outlined in the table below. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times Y = Z$$

Where:

X = lowest average of all non-core item prices on each tab of the Years 1-3 cost proposal of all responses

N = Respondent's average of all non-core item prices on each tab of the Years 1-3 cost proposal

Y = value in table shown below

Z = points awarded

Non-Core Item Volume - 50 Available Points

The respondent with the highest volume (count) of non-core item prices on each tab of Attachment B, Price Proposal, for Years 1-3 will receive the maximum points as outlined in the table below. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times Y = Z$$

Where:

X = highest volume (count) of all non-core item prices on each tab of the Years 1-3 cost proposal of all responses

N = Respondent's volume (count) of all non-core item prices on each tab of the Years 1-3 cost proposal

Y = value in table shown below

Z = points awarded

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For Attachment B, Price Proposal, years 4-6, the same formulas apply with point values as outlined in the table below.

| Bid Sheet Tabs | Years 1-3 | | | Years 4-6 | | |
|---|---------------|--------------|-----------------|--------------|--------------|-----------------|
| | Core | Non-Core | Non-Core Volume | Core | Non-Core | Non-Core Volume |
| <u>TYPE I RESPONSE PACKAGE</u> | 9.00 | | | 6.00 | | |
| <u>TYPE II RESPONSE PACKAGE</u> | 9.00 | | | 6.00 | | |
| <u>TYPE III RESPONSE PACKAGE</u> | 9.00 | | | 6.00 | | |
| <u>RESPONDER BASE CAMPS</u> | 9.00 | | | 6.00 | | |
| <u>EMERGENCY SHELTER COMPLEXES</u> | 9.00 | | | 6.00 | | |
| <u>SANPACS</u> | 9.00 | | | 6.00 | | |
| <u>MOBILE MEDICAL UNITS</u> | | 1.80 | 3.00 | | 1.20 | 2.00 |
| <u>TYPED SUPPORT PACKAGES</u> | | 1.80 | 3.00 | | 1.20 | 2.00 |
| <u>Prime Power - Individual</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Pumps - Individual</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>MHE - Individual</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Heavy Equipment</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Personnel</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Supplies Mass Care</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Vehicles & Transportation</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Environmental Control</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Temporary Structures - Individual.</u> | 0.90 | 0.45 | 1.50 | 0.60 | 0.30 | 1.00 |
| <u>Support Equipment</u> | 1.80 | 1.35 | 1.50 | 1.20 | 0.90 | 1.00 |
| <u>Tarps</u> | | 0.90 | 3.00 | | 0.60 | 2.00 |
| <u>Shelf Stable Meals</u> | | 0.90 | 3.00 | | 0.60 | 2.00 |
| <u>PPE</u> | | 0.90 | 3.00 | | 0.60 | 2.00 |
| Total | 71.10 | 18.90 | 30.00 | 47.40 | 12.60 | 20.00 |
| Core | 118.50 | | | | | |
| Noncore | 31.50 | | | | | |
| Non-Core Volume | 50.00 | | | | | |
| Total | 200.00 | | | | | |

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SECTION 5. Basis of Award

5.1 Scoring Calculation

The Division intends to award Contracts to the most responsive and responsible respondent's whose proposals are determined to be the most advantageous to the state. An award of a Contract does not guarantee usage. Usage of all Contracts will be determined by the Director or his designee.

The Procurement Officer will determine whether a Respondent is responsive and responsible. Technical responses will be scored by independent evaluators with the evaluation criteria set forth in Section 4 of this RFP. The Procurement Officer will average the Technical Proposal scores to determine each Respondent's Final Technical Score. Only the Procurement Officer will review and score Respondent's Price Proposal.

The Division will combine the Respondent's Final Technical Score and Respondent's Grand Total calculated points for price to determine the Respondent's Final Evaluation Score.

Awards will be made to the highest average scored Respondents, scoring a minimum of 600 points or higher for combined technical and pricing.

| Criteria Title | Total Possible Score |
|---|-----------------------------|
| Technical Proposal | 800 |
| Price Proposal (120 points initial term and 80 points renewal term) | 200 |
| Total Possible Proposal Score | 1000 |

The Division has the right to award multiple contracts, for all or part of the work contemplated by this solicitation. The Division reserves the right to accept or reject all offers, and to waive any minor irregularity, technicality, or omission if the Division determines that doing so will serve the best interest of the state. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. Furthermore, the Division has the right to use products or services from any awarded vendor, for any line item, simultaneously and at the Division's discretion.

5.2 Preference to Florida Businesses

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Division will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

5.3 Agency Decision

The Division will post a Notice of Intent to Award on the VBS website:

http://vbs.dms.state.fl.us/vbs/main_menu.

If the Division decides to reject all Proposals, it will post its notice on the VBS website:

http://vbs.dms.state.fl.us/vbs/main_menu.