



**Florida Department of Environmental Protection**  
**SOLICITATION ACKNOWLEDGEMENT FORM**  
**Request for Proposals (RFP)**  
**Contractual Services**

Page 1 of 46	<b>Submit Proposal To:</b>	<b>Bureau of General Services - Procurement Section</b> <b>Florida Department of Environmental Protection</b> <b>3800 Commonwealth Blvd, MS93</b> <b>Tallahassee, Florida 32399-3000</b>
Issue Date: <b>May 12, 2020</b>		

Solicitation Title: <b>Disaster Debris Monitoring Consulting Services</b>	Solicitation No.: <b>2020009</b>
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**Proposals Are Due: June 16, 2020 at 3:00 PM**  
**Proposals Will Be Opened: June 17, 2020 at 10:00 AM**

Proposals Must Be Valid for A Period Of: **180 Days**

Vendor Name:	<p align="center"> <b>Authorized Signature (Manual)</b> </p> <hr/> <p align="center"> <b>*Authorized Signature (Typed), Title</b> </p> <hr/> <p align="center"> <b>*This individual must have the authority to bind the Respondent.</b> </p>
Vendor Mailing Address:	
Vendor City-State-Zip:	
Phone Number:	
Toll Free No.:	
Fax Number:	
Email Address:	
FEID No.:	

Type of Business Entity (Corporation, LLC, Partnership, etc.):

I certify that the material terms and the proposed prices contained in this response to this Request for Proposal (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this RFP. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this RFP, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this RFP for the Respondent and that the Respondent is in compliance with all requirements of this RFP; including, but not limited to, the certification requirements contained in this RFP as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders' final payment to the Respondent.

Respondent agrees to abide by all conditions of this Response and, if selected, to perform in accordance with all terms of the RFP and any contract arising there from.

**RESPONDENT CONTACTS:** Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the RFP timeline.

<b>Primary Contact:</b>		<b>Secondary Contact:</b>	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:		Email Address:	

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## SECTION 1.00 INTRODUCTION

### 1.01 Purpose.

The objective of this RFP is to contract with multiple Vendors to provide the Department of Environmental Protection (hereinafter referred to as the “Department” or “DEP”) with Disaster Debris Monitoring Consulting Services (Services) which include:

- Project Management and Process Oversight
- Mobilization and Performance Schedule
- Media Interaction
- Claims Resolution

The Services will provide support during a disaster recovery effort and will be responsible for the overall monitoring of debris collections performed by a waterway debris cleanup contractor or performed by an upland debris cleanup contractor on state-owned uplands. The Services requested are part of an ongoing effort and work will be authorized on a Task Assignment (TA) basis, as funding becomes available.

Selected vendors must be knowledgeable of Federal Emergency Management Agency (FEMA), Natural Resource Conservation Service (NRCS), US Army Corps of Engineers (USACE) and any other governmental agency’s regulations, guidelines and operational policies which are pertinent to post-disaster debris collection, monitoring, and Stafford Act Public Assistance claims.

### 1.02 Minimum Qualification Requirements

Respondent must meet the following minimum qualification requirements in order to be a responsible vendor. Respondent must have:

- a. Knowledge and experience with (FEMA) requirements relating to marine waterway cleanup, state-owned uplands cleanup, and success with reimbursements with FEMA,
- b. Extensive knowledge in Project Management and Process Oversight,
- c. Over three (3) years’ experience in monitoring debris recovery activities,
- d. An accredited high school diploma or GED as a minimum level of formal education,
- e. Received required and adequate training in relevant emergency response, disaster recovery, and debris management operations, and
- f. The ability to access additional resources as needed, without changing timeline or production.

### 1.03 Timeline of Events.

The following timeline will be strictly adhered to in all actions relative to this Solicitation. The Department reserves the right to make adjustments to this timeline and will notify participants in the Solicitation by posting an addendum on the Vendor Bid System (VBS). It is the responsibility of the vendor to check VBS on a regular basis for such updates.

Events	Date	Time	Location/Method
RFP Advertised	May 12, 2020		Vendor Bid System
Vendor Questions Due	May 26, 2020	3:00 PM	Email to Procurement Officer
Questions & Answers Addendum, on or about	June 9, 2020		Vendor Bid System

Sealed Proposals Due	June 16, 2020	3:00 PM	<u>Mail to Department:</u> <b>RFP 2020009</b> Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	June 17, 2020	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Vendor References Contacted	June 22 - 26, 2020		By Phone and/or Email by Department
Intent to Award, on or about	July 6, 2020		Vendor Bid System

**\*All times referenced in this solicitation are current local times in Tallahassee, Florida**

**1.04 Procurement Officer.**

Wanda Norton, FCCM, FCCN  
Bureau of General Services – Procurement Section  
Florida Department of Environmental Protection  
3800 Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Email: [Wanda.Norton@FloridaDEP.gov](mailto:Wanda.Norton@FloridaDEP.gov)

Pursuant to section 287.057(23), F.S., “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.”

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS. The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section. All emails to the Procurement Officer shall contain the solicitation number 2020009 in the subject line of the email.

**1.05 Anticipated Contract Term and Renewal.**

The term of the Contract will begin upon execution by both parties and remain in effect for a period of three (3) years unless cancelled earlier in accordance with the terms of the Contract. The Department reserves the right to renew any Contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than three (3) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

**1.06 MyFloridaMarketPlace Vendor Registration.**

Prior to execution of Contract(s) by the Department, Awarded Vendor(s) must be registered with the Florida Department of Management Services’ (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available on, and registration may be completed at, the MFMP website. Prospective vendors who do not have Internet access may request assistance from MFMP Customer Service.

The following United Nations Standard Products and Services Code(s) (UNSPSC) are provided to assist potential Respondents in their registration efforts:

Code	Title
80101600	Project management
80101604	Project administration or planning
80101606	Project monitoring and evaluation

### **1.07 Diversity**

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts. Respondents are encouraged to partner with certified small, minority-owned, veteran-owned, and women-owned businesses for contract performance. Enterprises that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the State's [Office of Supplier Diversity \(OSD\)](#) within the Florida Department of Management Services.

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## SECTION 2.00 RFP PROCESS

### 2.01 Questions.

**NOTE: This section supersedes the General Instructions to Respondents (PUR-1001), Paragraph #5, Questions.**

Information will NOT be provided by telephone. Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing to the Procurement Officer no later than the time and date specified in the Timeline of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. All questions and answers will be posted on the VBS. Questions will not constitute a formal protest of the specifications or of the Solicitation.

Each submission shall identify the solicitation number 2020009 in the subject line of the email.

**All questions must be submitted in the following format to be considered:**

Question #	RFP Section	RFP Page #	Question

Responses to all written inquiries, and clarifications or addenda if made to the Solicitation, will be made through the VBS. It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS.

### 2.02 Proposal Preparation.

After the question and answers have been posted to VBS (as an addendum), the Respondents may prepare and submit a Proposal based on the requirements identified in this Solicitation and any addenda to the Solicitation. Respondents are encouraged to submit their Proposals no earlier than five (5) days prior to the submission deadline. Proposals must be submitted by the deadline listed in the Timeline of Events.

### 2.03 Administrative Review.

All Proposals will be reviewed by the Procurement Officer to ensure that complete Proposals have been submitted and to ensure that the Proposals meet the minimum requirements of this Solicitation. Complete Proposals that meet the minimum requirements of this Solicitation will be sent to the Evaluation Team for their qualitative review. To foster maximum competition, the Department will seek to minimize Respondent disqualifications resulting from non-responsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the Solicitation and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

### 2.04 Administrative Cure Process.

In the interest of maximizing competition, the administrative cure process seeks to minimize, if not eliminate, disqualifications resulting from nonmaterial, curable deficiencies in the Proposal. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Proposal will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to cure the deficiency. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Proposal is compliant with the Solicitation at the time of submittal.

### **2.05 Basis of Award.**

The Department seeks to award approximately three (3) Contracts to the responsive and responsible Respondent(s) whose Proposal(s) receives the highest Final Score(s) and is determined to be the most advantageous to the State, taking into consideration the price and other criteria detailed in this Solicitation.

In determining Respondent responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

### **2.06 Posting of Agency Decision.**

**NOTE: This section supersedes the General Instructions to Respondents (PUR-1001), Paragraph #3, Electronic Posting of Notice of Intended Award.**

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) or more Contracts with the Respondents identified therein, on the VBS website. If the Department decides to reject all Responses, it will post its notice on the same VBS website. The Notice of Intent to Award will be posted for review by interested parties on the VBS on or after the date listed on the Timeline of Events.

### **2.07 Addenda.**

If the Department finds it necessary to supplement, modify, or interpret any portion of the Solicitation documents, a written "Addendum" will be posted on the VBS. It is the responsibility of the prospective Respondents to be aware of any Addenda that might have a bearing on their Proposal.

### **2.08 Department's Reserved Rights.**

No allowances will be made to the Respondents because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Proposal. In submitting the Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

The Department reserves at any time to:

1. Reject all any and all Proposals at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
2. Award to the next Respondent if the selected Respondent is unable to meet the terms and conditions of the Solicitation.
3. Award to a single Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.
4. Determine a response nonresponsive.
5. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.
6. Withdraw the RFP at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
7. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the Contract.
8. Withdraw or amend its Notice of Award if the Contractor defaults in performance.
9. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.

10. Make an award without further discussion of the Proposals submitted.

By exercising the above listed rights, the Department assumes no liability to any vendor.

**2.09 Responsiveness.**

The Department may determine a reply nonresponsive if it: a) is irregular or are not in conformance with the requirements and instructions contained herein; b) fails to use or complete prescribed forms; and/or c) has improper or undated signatures. A NONRESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.

**2.10 Evaluation of Proposals.**

The Department will review, evaluate, and score the Respondent's Proposal based on the criteria and procedures included in Evaluation Criteria. Evaluators will work independently, and separately submit their scores to the Procurement Officer. There will be no meeting, publicly, or otherwise, of the evaluation team to discuss the evaluation results of this RFP.

**2.11 Contract Formation.**

A copy of the Proposed Contract containing all requirements is included. The requirements contained in the Proposed Contract should be closely reviewed by the Respondent. The Scope of Work and Price Sheet(s) will be incorporated into the final Contract. The Department reserves the right to award another type Contract, if such will be most advantageous to the Department and the State of Florida, price and other factors considered.

All entities seeking to do business with the Department shall, prior, to the execution of the Contract, be appropriately registered with the Florida Department of State, Division of Corporations ([Sunbiz.org](http://Sunbiz.org)). Information regarding the registration process is available at [MyFlorida.com](http://MyFlorida.com).

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## SECTION 3.00 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents Form PUR 1001 is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS) or at [Form PUR 1001 General Instructions to Respondents.pdf](#).

### 3.01 Instructions for Preparation of the Proposal.

The following instructions have been designed to help ensure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and preparation time. Any and all information submitted in variance with these instructions will not be reviewed or evaluated. Nonconformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed Nonresponsive.

All Tabs are to be in order and organized as directed and contain complete responses to all items. Using the instructions outlined below, the Respondent must complete all forms and provide the detailed information as requested. If a portion of any section is omitted, or incomplete, the Proposal may be deemed Nonresponsive at the discretion of the Department.

Tab (Section)	Proposal	Page Limit
Tab A	Executive Summary	2
Tab B	Solicitation Acknowledgment Form	None
Tab C	Disclosure and Attestation Forms	None
Tab D	Client Reference Forms	1 per reference
Tab E	Technical and Professional Experience	None
Tab F	Price Sheet	None

#### A. Tab A: Executive Summary.

Each Respondent must prepare and include an Executive Summary that summarizes the key points from the Respondent's Proposal. The Executive Summary must begin with company/division's street address; and size of business, CBEs status, and a summary of the key points from the Respondent's Proposal.

#### B. Tab B: Solicitation Forms.

Each Respondent must complete and include the following Solicitation Forms:

- Solicitation Acknowledgement Form(s)

#### C. Tab C: Disclosures and Attestations.

Each Respondent must complete and include the following Disclosures and Attestations:

- Vendor Financial Attestation (Section 7.00);
- Vendor Responsibility Disclosure (Section 8.00);
- Vendor Conflicts of Interest Attestation (Section 9.00);
- Vendor Principal Place of Business Attestation (Section 110.00);
- Vendor Drug-Free Workplace Attestation (Section 11.00);
- Certification Regarding Scrutinized Companies Lists (Section 12.00);
- Respondent/Contractor or (Team, If Not Subcontractor) Summary Form (Section 13.00).
- Contractor Affidavit/Release of Claims (Section 14.00)

#### D. Tab D: Client References Form.

Each Respondent must complete and include the Client Reference Form for three (3) customers to whom Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP. If the Respondent is a current or former Contractor to the Department, the Respondent may

indicate this information on a separate document, however, this shall not count as one (1) of the three (3) required Client References.

**E. Tab E: Technical and Professional Experience**

Respondent must submit the following information for the Technical and Professional Experience. Using the description of work outlined in the Technical Specifications, Respondents shall prepare their Technical Proposal Package in the order outlined below for ease of the identification and review by the evaluators. If a portion of any section is omitted, the Respondent will receive a score of zero (0) for that section. However, Respondent shall not use the Tab pages to present additional information.

1. Introduction: This section should provide a general description of the Respondent's understanding of the DEP's procedures for support during a disaster recovery effort and shall be responsible for the overall monitoring of debris collections performed by the Contractor(s) in accordance with the Stafford Act and FEMA policies and guidelines. Provide concrete examples of similar projects that have been accomplished. Provide examples of services including operations and management, logistical support, reporting, and technical assistance before, during or after any potential or actual disaster situations.
2. Organizational Plan: This section shall provide the organizational structure of the proposed team and outline the responsibilities of each team member, as applicable. List in detail the members of your project team and the expertise each shall bring to the project. Only personnel who are current employees of the Respondent or of the subcontractors shall be identified. Provide examples of strategic planning, scheduling, account/project management. Provide evidence of dealing with clients with whom they have shown an ability to communicate and coordinate effectively.
3. Qualifications and Experience: This section shall describe the Respondents experience in the monitoring of debris collections performed in accordance with the Stafford Act and current FEMA policies and guidelines. Identify specific key person(s) that will be involved in accomplishing the work and demonstrate their experience as relevant and useful. Experience shall be demonstrated by a discussion of programs conducted that are similar to that described in this solicitation. Specific duties performed shall be indicated. The experience listed in this section must demonstrate that the Respondent meets the minimum qualifications as outlined in Section 1.00, Introduction, and 1.02, Minimum Qualification Requirements.
4. Quality/Cost Controls: Describe steps you would propose to control the quality and cost of the project. In the event of undesirable or unacceptable work performance:
  - What steps shall your firm take to ensure that the project is completed in a timely manner?

**F. Tab F: Price Sheet.**

Each Respondent must complete and include the Price Sheet (Section 6.00) provided for each line item for which they are submitting a Proposal. Respondent's Rate shall include all things necessary to provide the commodities and contractual services as specified in the Statement of Work, however certain items may be provided on a cost reimbursement basis if approved in advance on the task assignment.

**3.02 General Formatting Instructions.**

The Respondent's Proposal must include all data and information requested by this RFP and be submitted in accordance with these instructions. Nonconformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed nonresponsive.

**A. Binding and Labeling.**

Each volume should be separately bound to permit the volume to lie flat when open. Staples must not be used. Three-ring binders or spiral binding are preferred, but not required. The volume cover, or a cover sheet, must be bound in each volume, clearly marked as to volume number, title, original or copy number, RFP name and

number, and the Respondent's name. The same identifying data should be placed on the spine of each volume, if applicable. Be sure to apply all appropriate markings to each volume.

**B. Cross Referencing.**

Each volume must be written on a stand-alone basis so that its contents may be evaluated with no cross-referencing to other volumes of the Proposal. Information required for Proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the Proposal.

**C. Tables of Contents and Glossary.**

Each volume must contain a table of contents to delineate the sections and any subsections within that volume. If a volume contains uncommon words, technical abbreviations, or acronyms, it should contain a glossary of these terms, with an explanation for each. Tables of contents and glossaries do not count against the page limitations for their respective volumes.

**D. Page Limitations.**

Page limitations, if specified, must be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the Respondent's Proposal. Each page must be counted except the following: blank pages, title pages, tables of contents, tabs, glossaries, and those parts of the Proposal noted as unlimited.

**E. Page Size and Format.**

A page is defined as each face of an 8 ½ X 11-inch sheet of paper containing information. When both sides of a sheet display printed material, it will be counted as two (2) pages. For the purposes of formatting, font sizes must not be less than 10 points. Pages must be numbered sequentially within volumes. These limitations apply to both electronic and hard copy Proposals. Department-furnished forms and attachments must not be altered and are exempt from stated formatting.

**F. Charts and Tables.**

Tables, charts, graphs and figures must be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays must be uncomplicated and must not exceed 11 x 17 inches in size. Foldout pages must fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the font size must be no smaller than 10 points. These limitations must apply to both electronic and hard copy Proposals.

**G. Electronic Copies.**

In addition to the required hard copies, one (1) electronic copy of the entire Proposal must be submitted on CD, DVD, or USB-compatible memory stick. Respondent must submit all volumes in electronic format, using MS Windows-compatible, CDs/DVDs/USBs. One CD/DVD/USB containing all volumes with all documents is preferred, but multiple CDs/DVDs/ USBs are acceptable. **Each CD/DVD/USB must indicate the Respondent's name, RFP number, and volume and title (if separated).**

The content and page sizes contained on the electronic copy must be identical to the hard copies. Files included on the CD/DVD/USB must be uncompressed. The electronic copy of the Proposal must be submitted in a format readable by Microsoft (MS) Word 2013®, MS Excel 2013®, MS Power Point 2013®, or Adobe Acrobat®, or later, as applicable. Hidden fields, comments, macros, etc. must be omitted, and read passwords on files must not be used. Files must be consistently and uniformly named to allow for easy distinction between Volume, Tab, etc. Inclusion of company name or abbreviation is acceptable.

Documents submitted electronically must be in their native format and, when printed, must match the original paper submittal. In the event there is a conflict between the content found in a paper submittal and an electronic copy, the paper submittal marked "original" will take precedence.

Respondents are advised to assure electronic files are not corrupt prior to mailing, as any material which is not readable will not be considered and may be grounds for rejection from further consideration.

**H. Elaborate Proposals.**

Respondent may include in their Proposal brochures and artwork, paper and bindings, or other visual presentation aids. Proposal shall be prepared in accordance with the instructions herein.

**3.03 Proposal Submission.**

**NOTE: This section supersedes the General Instructions to Respondents (PUR-1001) #3, Electronic Submission of Responses.**

Respondents shall deliver Proposals to the Department's office designated in the Solicitation Acknowledgement Form before the date and time specified. Any Proposal that is received after the exact time specified in the Timeline of Events is late. Late Proposals, as well as Proposals submitted electronically or by facsimile, are Nonresponsive and will not be considered in the Evaluation and are not eligible for Award. All Proposal materials must be packaged so that each box shipped to the Department does not exceed 25 pounds.

In addition to whatever markings are required for shipment, Proposal packages must be marked to show the Respondent's name and address, the solicitation number, and the date and time Proposals are due. If multiple packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

**3.04 Alternate Proposals.**

A Respondent may not submit more than one (1) Reply per Service. The Department seeks each Respondent's single-best Proposal. In the event a Respondent submits more than one (1), only the most-current (i.e. latest received by the Department) Proposal per Service will be accepted.

**3.05 Assertion of Confidentiality Regarding Submitted Materials.**

- (a) Proposals should contain only information that is responsive to the Solicitation. Any relevant and responsive information submitted which is asserted by Respondent to be proprietary, trade secret, intellectual property, or otherwise confidential ("Confidential Information") and which Respondent claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of the Proposal, and either removed from or obliterated in the Redacted Copy.
- (b) If Respondent fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Proposal.
- (c) The Redacted Copy should redact all, but only, those portions of material that Respondent asserts are Confidential Information. Respondent must identify the statutory citation supporting its claim of confidentiality for each and every redaction.
- (d) Failure to identify asserted Confidential Information in Proposals, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or Proposal.

### **3.06 Conflict of Interest.**

The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

### **3.07 Disclosure.**

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this Solicitation after evaluations are complete.

### **3.08 Firm Proposal.**

**NOTE: This section supersedes the General Instructions to Respondents (PUR1001), #14, Firm Response.**

The Department may make an award(s) within one hundred eighty (180) days after the date of the Proposal opening, during which period the Proposal submitted shall remain firm and shall not be withdrawn. If an award(s) is not made within one hundred eighty (180) days after the Proposal opening date, the Proposal shall remain firm until either the Department posts an Agency Decision, or the Department receives a written notice from the Respondent that the Proposal is withdrawn, whichever occurs first. Any Proposal that expresses a shorter duration shall be rejected.

### **3.09 Misrepresentation.**

All information submitted, and representations made by the Respondent are material and important and will be relied upon by the Department in awarding the contract. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the Solicitation. A misrepresentation shall be a basis for the Department to disqualify the Respondent from participating in this Solicitation, and any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

### **3.10 Public Requests for Proposals.**

- (a) If a public records request is made for the Proposal, the Department will provide the requestor access to the Redacted Copy, bearing Respondent's assertion of exemption from disclosure. If a public records request is made for the un-redacted Proposal challenging the assertion of exemption, the Department will notify Respondent that the requested records contain asserted Confidential Information. Respondent shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.
- (b) Respondent shall obtain either an agreement with the requestor withdrawing its request or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Respondent's receipt of notice of the public records request.
- (c) By submitting its Proposal, Respondent agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Respondent's failure to promptly protect its claim of exemption.
- (d) By submitting a Proposal to this Solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its Proposal are Confidential Information not subject to disclosure.

### **3.11 Responsibility.**

The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation. In determining Respondent(s) responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

### **3.12 Prime Contractor and Subcontractor.**

In accordance with the terms of the Solicitation Acknowledgment Form, a Respondent may not respond to this Solicitation as both prime contractor and as a subcontractor. The Respondent shall be disqualified if and to the extent it responds to this Solicitation as a proposed prime contractor and has agreed to serve as a subcontractor to any other Respondent to this Solicitation. A Respondent may not disclose to any other Respondent or subcontractor what prices or terms Respondent has included in its Reply as a prime contractor.

All Replies to this Solicitation to provide services as prime contractors which are received from affiliated entities (those with any common ownership, management or control), shall be rejected if discovered prior to selection and any award or contract thereon shall be terminated if discovered subsequent thereto.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Solicitation embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

### **3.13 Protest Rights.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a 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.

Documents received after 5:00 p.m. will be filed the following business day.

All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped, physically or digitally, by the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's address is:

Agency Clerk, Office of General Counsel  
Department of Environmental Protection  
3900 Commonwealth Boulevard,  
Douglas Building, MS#35  
Tallahassee, Florida 32399-3000  
Email: [Agency\\_Clerk@floridadep.gov](mailto:Agency_Clerk@floridadep.gov)

**Do not send Proposals to the Agency Clerk's Office. Send all Proposals to the Procurement Officer identified in the solicitation.**

## SECTION 4.00      EVALUATION CRITERIA

### 4.01      Past Performance Evaluation

The Department will conduct a Past Performance Evaluation of the Client References the Respondent provided as part of the Administrative Proposal. Each Client Reference will be asked the questions on the Past Performance Evaluation Form (Section 18.00). Upon completion of the Client Reference checks, the Department will total the Respondent’s Client Reference points (maximum raw score for each Client Reference is 20 points) and divide by three (3) to arrive at the Respondent’s Final Past Performance Score for the RFP.

The Department will contact Respondent’s references via telephone or by email to complete the Evaluation of Past Performance Form.

1. If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that Client Reference.
2. The Department will contact Client References by telephone OR email during normal business hours (8:00 AM - 5:00 PM) during the designated time period on the Timeline of Events.

The Department will make up to two (2) telephone contact attempts and send (1) follow-up email if no response is received.

The formula used to determine the points awarded is:

$$\text{Maximum Possible Points per Client Reference} = 20 \text{ points (5 questions} \times \text{maximum 4 points each)}$$

$$\text{Sum of Score of the 3 Client References} \times \text{Weight} = \text{Total Score for Past Performance}$$

### 4.02      Price Evaluation

The Respondent submitting the lowest total budget (LTB) will receive the maximum points. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The formula used to determine the points awarded is:

$$(1 - \text{Original Contract Term: Cost Points Awarded} = (\text{LTB}) / \text{Proposal Budget being Considered (PB)} \times 50$$

$$(2 - \text{Renewal Contract Term: Cost Points Awarded} = (\text{LTB}) / \text{Proposal Budget being Considered (PB)} \times 50$$

### 4.03      Technical and Professional Experience Proposal Evaluation

The members of the Evaluation Team score each Professional Experience Proposal separately. For each Respondent, each evaluator will assign a numerical score from zero (0) to five (5) to each Tab, using the scoring guidelines provided below to assign numerical scores.

Numerical Score	Evaluation Word	Description
5	Superior	Proposal exhaustively addresses the evaluation criterion or demonstrates extraordinary capability and/or experience related to the criterion.
4	Excellent	Proposal extensively addresses the evaluation criterion or demonstrates exceptional experience related to the criterion.
3	Acceptable	Proposal adequately addresses the evaluation criterion or demonstrates sufficient experience related to the criterion.

2	Fair	Proposal minimally addresses the evaluation criterion or demonstrates nominal experience related to the criterion.
1	Poor	Proposal inadequately addresses the evaluation criterion or demonstrates limited experience related to the criterion.
0	No Response	Proposal does not address the evaluation criterion or does not demonstrate experience related to the criterion.

After the evaluation team assigns scores, the Department will calculate the Respondent's Final Professional Experience Score as follows:

$$\text{Raw Score} \times \text{Weight Factor} = \text{Final Technical and Professional Experience Evaluation Score}$$

**A. Introduction**

Based upon the Respondent's description of their understanding of the DEP's procedures for support during a disaster recovery effort and the responsibility of the overall monitoring of debris collections performed by the Contractor(s) in accordance with the Stafford Act and FEMA policies and guidelines, I rate their ability to fulfill the requirements of the Statement of Work as \_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent provided concrete examples of similar projects that have been accomplished?
- Has the Respondent demonstrated they have provided the designated services including operations and management, logistical support, reporting, and technical assistance before, during or after any potential or actual disaster situations?

**B. Organizational Plan**

Based upon the Respondent's description of their organizational structure of the proposed team and the outlined responsibilities of each team member, I rate their ability to fulfill the requirements of the Statement of Work as \_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Has the Respondent demonstrated expertise in strategic planning, scheduling, account/project management?
- Has the Respondent provided evidence of dealing with clients with whom they have shown an ability to communicate and coordinate effectively?

**C. Qualifications and Experience**

Based upon the Respondent's description of their experience in the monitoring of debris collections performed in accordance with the Stafford Act and current FEMA policies and guidelines., I rate their ability to fulfill the requirements of the Statement of Work as \_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?



- Does the Respondent show that they have experience in the monitoring of debris collections performed in accordance with the Stafford Act and current FEMA policies and guidelines.?
- Does the Respondent show experience demonstrated by a discussion of programs conducted that are similar to that described in this solicitation with specific duties performed? Does the Respondent show experience that meets the minimum qualifications as outlined in Section 1.00, Introduction, and 1.02, Minimum Qualification Requirements?

**D. Quality/Cost Controls**

Based upon the Respondent’s description of their approach to control the quality and cost of the project in the event of undesirable or unacceptable work product, I rate their ability to fulfill the requirements of the Statement of Work as \_\_\_\_\_ out of 5.

Consider in your evaluation the following points:

- Has the Respondent described what actions would be taken to remedy these conditions in a timely manner?
- Has the Respondent demonstrated what steps will be taken to ensure that the project is completed in a timely manner?

**4.04 Compilation of Scores**

To arrive at each Respondent’s Final Score, the Department will sum the Final Past Performance, Final Technical and Professional Experience, and Final Price Scores.

$\begin{aligned} & \textit{Final Past Performance Score} + \textit{Final Technical and Professional Experience Score} \\ & + \textit{Final Price Score} = \textit{Final Score} \end{aligned}$
---

The Department will use the final score to create a recommendation for award and present it to the Secretary, or designee, for their approval or rejection.

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Respondent's Name: _____		Evaluator's Name: _____				
Evaluation Criteria <i>(For DEP Use Only)</i>		Maximum Raw Score Possible	Raw Score	Weight Factor	Maximum Points Possible	
<b>TECHNICAL PROPOSAL</b>						
<b>Tab A. Executive Summary</b>						
<b>Tab B. Solicitation Acknowledgement Form</b>						
<b>Tab C. Disclosure and Attestations</b> 1. Vendor Financial Attestation; 2. Vendor Responsibility Disclosure; 3. Vendor Conflicts of Interest Attestation; 4. Vendor Principal Place of Business Attestation; 5. Vendor Drug-Free Workplace Attestation; 6. Certification Regarding Scrutinized Companies Lists; and 7. Respondent/Contractor or (Team, If Not Subcontractor) Summary Form. (and letter of Commitment if applicable)						
<b>Tab D. Client Reference – Past Performance</b>						
1. Client #1	20		X	1	=	20
2. Client #2	20		X	1	=	20
3. Client #3	20		X	1	=	20
<b>Tab E. Technical and Professional Experience</b>						
1. Introduction	5		X	4	=	20
2. Organizational Plan	5		X	4	=	20
3. Qualifications and Experience	5		X	4	=	20
4. Quality/Cost Controls	5		X	4	=	20
<b>Tab F. Price Proposal</b>						
1. Price Response - Original Contract Term (3 years)	50		X	1		50
2. Price Response - Renewal Contract Term (3 years)	50		X	1		50
<b>Maximum Total Numerical Rating:</b>						<b>240</b>

**\*Total Points Possible for Solicitation Response: 240**

## SECTION 5.00 STATEMENT OF WORK (SCOPE)

### 5.01 Purpose

The purpose of this Contract is to engage a Contractor to provide Disaster Debris Monitoring Consulting Services (Services) which include:

- Project Management and Process Oversight
- Mobilization and Performance Schedule
- Media Interaction
- Claims Resolution

The Services will provide support during a disaster recovery effort and will be responsible for the overall monitoring of debris collections performed by a waterway debris cleanup contractor or performed by an upland debris cleanup contractor on state-owned uplands. The Services requested are part of an ongoing effort and work will be authorized on a Task Assignment (TA) basis, as funding becomes available.

### 5.02 Definitions

**Board of Trustees (BOT)** - Individuals of the Internal Improvement Trust Fund of the State of Florida (Governor and Cabinet) who holds title to state property including submerged land.

**Choke Points**- When performing water born debris removal, the debris monitor needs to have visibility on the debris operations. A choke point is a single location that all debris passes through and the monitor may be able to quantify amounts of debris as it passes the choke point.

**Construction and Demolition (C&D) Debris**- debris including, but not limited to concrete block, steel, glass, brick, etc.

**Hauler(s)** – The Hauler(s) which have been awarded a separate contract by the Department to manage and remove debris within Florida waterways and state-owned uplands designated by DEP.

**Debris Removal** - Picking up debris and taking it to a temporary storage site or permanent landfill.

**Disposal** -Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.

**Electronic Waste (E-Waste)** - loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.

**DEP** - Florida Department of Environmental Protection.

**FEMA** - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.

**Hazardous Waste** - Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive.

**Household Hazardous Waste** - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

**Monitor** – A company under contract to DEP to provide oversight and management of disaster recovery and debris removal Contractor(S) per FEMA requirements.

**Stumps** - Tree stumps with base cut measurements less than 2 feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than 2 feet in diameter will be disposed of by either splitting and burning or chipping/grinding. The method will be at the discretion of the Contractor.

**Temporary Offloading Sites (TOLS)** –The shoreline used by Contractors to offload debris for transport to a final disposal site.

**Tipping Fees** – Fees charged at final disposal facility based on the amount of debris offloaded.

### **5.03 Task Assignments**

The Task Assignments provided to the Contractor will include, but not be limited to, some of the following line items:

- scope and desired outcomes;
- price;
- timeline;
- key performance indicators (performance measures); and
- consequences for non-performance.

### **5.04 Scope**

The full-service, multi-platform Contractor shall provide all labor, supervision, equipment, materials, and expertise required to perform the Services and provide the associated deliverables as directed in the approved Task Assignments.

### **5.05 Deliverables**

The following item(s) constitute the minimum project deliverables for any monitoring of wet debris from state-owned waterways, shorelines, beaches and water bottoms of navigable and tidally influenced waters of specified submerged lands and state-owned uplands as authorized by a Task Assignment. The DEP will establish the priority of and shall approve the geographic work areas.

#### **A. Documentation Management and Support**

1. Must ensure applicable agency acceptability and provide electronic load tickets and/or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies which shall track and document the removal and management of all Eligible Debris as defined by FDEP. It shall continually be the responsibility of the Contractor to ensure that all load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies.
2. Must retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the Department; these shall be turned over to the Department at the end of each daily operational period. Copies of completed load tickets shall also be retained by the Contractor, Contractor's vehicle driver, Sub-Contractor(s) and the Department. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck load and corresponding load ticket.
3. Must document all recovery work and recovery costs to ensure that proper records are maintained for load tickets and for state and federal reimbursement purposes. During the first 72 hours following a Presidentially-declared disaster, this may require documenting Contractor activity and uses of manpower and equipment in

order to document time and material reimbursements. This shall also include photographs, GPS locations and/or any other means of confirming activities, as well as any actual debris loaded and moved to staging for disposal; the emphasis of this effort shall be to maximize information and documentation for legally allowable state and federal reimbursement.

4. Must be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, and any other pertinent data necessary to support, maximize, and reduce the chances of contested state and federal (FEMA) reimbursements and any subsequent audits. Contractor shall take the lead, assisting the Department in preparing reports necessary for reimbursement by FEMA, FHWA, and any other applicable state, federal, or other applicable providers.
5. Must provide daily reports throughout the disaster and recovery efforts, including updates for the daily operations briefing or other such meetings, reports on the review and validation of the Contractor, cubic yard/tonnage reports providing for the number of trucks and volumes (cubic yard/tonnage) of debris received at each TDMS as well as a total for all TDMS(s), and a final closeout report following completion of debris recovery operations.
6. Must ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
7. Must ensure all operations and deliverables that they, the Contractor, and the Department produce are in full compliance with FEMA 327 Public Assistance Debris Monitoring Guide or its successor document.
8. Must retain documentation including financial and program records, and any change orders necessary to justify all charges and costs incurred in performing the work for at least three years following final payment by the Department as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide. The Department shall have access to such records and documents as required for the purpose of inspection or audit.
9. Must cooperate with all other contractors in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, photographs, original drawings, or other information are and shall become the physical property of the Department for its use and/or distribution as may be deemed appropriate by the Department.
10. Must provide an electronic Automated Debris Management System (ADMS) that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:
  - a. Paperless, electronic (handheld device) load ticket generation and data collection
  - b. Debris vehicle certification data capture
  - c. Encrypted and secure field data transfer
  - d. Accessible secure database for government and Disaster Debris Collector use. Database will be internet accessible by Disaster Debris Collector, Department, State, Federal and other public entities as authorized by the Department Contract Manager, or their designee
  - e. Minimal manual entry of load ticket data fields

- f. Automation of debris pick-up locations through the use of GPS technologies
  - g. Evaluation of daily event staging using web-based reporting and GIS tools
  - h. Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
  - i. Contractor shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.
11. Must provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. Contractor shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Contractor shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the Department, which shall be turned over to the Department daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, Sub-Contractor(s) and the Disaster Debris Collector. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).
  12. Must complete and submit to the Department on FEMA approved disposal tickets, field inspection reports, and other data requested to provide substantiation for FEMA and State reimbursement. The Contractor shall submit samples of truck certification form, disposal/load ticket, and signage for sub-Contractor(s) vehicles.
  13. Must work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
  14. Must maintain a database of the tickets and supporting documentation that is accessible via the internet for each event and make the web portal available for 90 days after final invoice is processed by the Department after the event. Contractor shall retain the data per FEMA requirements. The data management system shall be established and accessible 48 hours before an event and reactivated as necessary for scheduled training activities.

**B. Reports, Certifications and Documentation**

Contractor shall submit periodic, written reports in a format required by the Department documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

**1. Daily Reports**

Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor shall also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within twenty-four (24) hours.

**2. Weekly Summaries**

A summary of all information contained in the daily reports as described in item A above, within two (2) days of the close of the week. At the request of the Department, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: Collection Contractor(s), load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, TDSR location,

tower monitor name, debris materials categorization, and location of collection, e.g., ROW, Canal, Public Park, etc.

3. **Report Delivery**

The scheduling, point of delivery, and receiving personnel for the debris operations report shall be directed by the Department, in consultation with Contractor.

4. **Data Reconciliation**

Reconciliation of data shall be accomplished weekly between the Contractor and the Department's representative. All discrepancies shall be resolved within five (5) business days.

5. **Final Project Closeout**

Upon final inspection and/or closeout of the project by the Department, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to, the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the Department. The Contractor shall provide, upon request of the Department and no later than project closeout, a release of liens demonstrating that all Sub-Contractor(s) to the Contractor have been fully paid. Contractor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Department and/or government including FEMA. Final project reconciliation shall be approved by the Department.

**5.06 Contractor Responsibilities and Expectations**

**A. Other Agreements**

The Department may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. Department shall provide Contractor with a copy of any applicable agreements.

**B. Contractor Conduct of Work**

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Sub-Contractor(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

**C. Supervision by Contractor**

Contractor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Contractor(s). Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor shall employ and maintain a qualified Project Manager, their designee, at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the Project Manager, or their designee, by the Department Manager, or their designee, shall be as binding as if given to Contractor.

The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment shall be the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

**D. Contractor Conduct and Self-Sufficiency**

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Sub-Contractor(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The Contractor shall ensure that its work force, including Sub-Contractor(s), maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizes adverse effects on the community.

**5.07 Contractor Personnel**

A. Contractor shall employ, at its expense, all necessary qualified and trained personnel required to perform the services under this RFP. Consistent with FEMA addressing actual conflict of interest, or an appearance or perception of such, personnel employed by the Contractor shall not be employees of or have any contractual relationships with the Department or any of the Department's existing Contractors.

B. Contractor shall have a professional staff with the knowledge, skills and training required to monitor the disaster recovery process efficiently and effectively. Key staff shall demonstrate an extensive knowledge of FEMA, and other applicable federal, state or local agency laws, regulations and policies as required to fulfill this Scope of Work.

C. Contractor's Project Manager shall have experience in the FEMA and other applicable federal, state and local programs to assist the Department in its disaster response and recovery efforts. Proper documentation by Contractor as required by FEMA is required for all debris removal monitoring operations to ensure reimbursement to the Department from the appropriate agency. If necessary, Contractor's personnel shall possess any licenses or certifications that are required by federal, state or local law in order to perform such services.

D. At the Department's request, but no less than annually, Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Contractor shall update the operations report with any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the Department. The Department retains the right to request personnel replacements.

E. Contractor's staffing plan shall include the positions listed below. Contractor may use other positions as necessary and as approved by the Department. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Sheet.

1. Project Manager - Primary point of contact to the Department; overall responsibility for all Contractor services and personnel.
2. Field Supervisor - Responsible for a crew of Field Monitors.
3. Field Monitor - Responsible for overseeing the Contractor(s)'s debris recovery activities and issuing load tickets.
4. Boat Captain - Certified to operate marine craft.
5. GIS Specialist - Responsible for coordinating GIS application with Department GIS staff members.
6. Data Entry Clerk - Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.



F. Contractor's TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all Department and Contractor site safety requirements, whichever provides a greater level of worker protection.

G. Contractor's Field personnel shall be identifiable by company printed shirts, hats, safety vests etc. along with vehicle placards.

#### **5.08 Media Interaction**

The Contractor, including all sub-Contractor(s), will not provide any information to the media without the expressed written permission of the Department Contract Manager, or their designee. This includes on site interviews requested from any media outlet.

#### **5.09 Work Days/Hours**

Work days and/or work hours shall be as directed by the Department Contract Manager, or their designee, following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the Department.

#### **5.10 Certifications**

The Contractor shall adhere to the process for certification of personnel and vehicles, to include the following:

##### **1. Certification of Vehicles and Load Capacity**

- a. Contractor shall ensure that all equipment is certified in accordance with the most current Department procedures. After a disaster, the Department, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.
- b. All Contractor and Sub-Contractor(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to, tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid driver licenses.
- c. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the Contractor's and sub-Contractor(s) records.

##### **2. Certification of Personnel**

The Contractor shall certify to the Department that all Contractor's and Sub-Contractor(s) personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.

Upon request of the Department, the Contractor shall provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor(s) and Sub-Contractor's personnel, to include but not be limited to the following:

- a. Senior management personnel of the Contractor assigned to implement work authorizations pursuant to this Contract shall participate, upon request, in training and briefing sessions held by representatives of the Department.
- b. Senior, supervisory personnel of the Contractor and all Sub-Contractor(s) thereto shall have received training in debris management and the implementation of the National Incident Management System.

- c. Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the Department.
- d. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

Upon deployment for field operations, all Contractor and Sub-Contractor(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

#### **5.11 Field Collection Monitoring**

In order to obtain FEMA reimbursement for Eligible Debris as listed on the price sheet or if added to the task assignment, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:

1. Contractor shall provide qualified competent personnel to serve as Field Monitors and Field Supervisors, all of whom shall have an accredited high school diploma or GED as a minimum level of formal education. The primary function of Field Monitors is to verify that debris picked up by the Contractor's recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris, either by hardcopy ticket or approved electronic format. Field Supervisors shall coordinate, oversee, verify for accuracy and completeness, and be held responsible for all the work performed by the Field Monitors under their supervision.
2. Contractor shall train all Field Monitors and Field Supervisors prior to reporting to the Department for assigned duties, and shall place a training emphasis that ensures proper FEMA documentation protocol requirements are instituted and followed. Contractor shall equip all Field Monitors and Field Supervisors with vehicle transportation and technology including cameras, computers, cellular phones, tablets, handheld scanners, GPS devices and other equipment as deemed necessary and/or appropriate.
3. Contractor shall have Field Monitors stationed at designated Choke Points.
4. Contractor shall also have roving Field Monitors that shall observe Hauler operations to ensure that only Eligible Debris is removed from the areas designated by the Department or the Presidentially-declared disaster area and to verify the proper loading and compaction of debris recovery equipment. Photographs of debris shall be taken as directed by the Department and/or FEMA to verify the source and type of debris for reimbursement purposes. GPS coordinates and other location data may also be required. Trucks that are observed collecting material outside of the Department or Presidentially-declared disaster area within the Department limits or collecting other ineligible debris shall have all loads hauled that day deducted for billing and reimbursement purposes and all load tickets shall be invalidated.
5. If a Field Monitor finds that the Hauler's work is not performed as specified by the Department and/or does not comply with local, state, or federal (FEMA) requirements for debris collection activities, the Field Monitor must immediately initiate a stop work order (process to be developed by the Department, and Hauler) and notify the Field Supervisor and Hauler's Project Manager. All stop work orders must be documented and reported immediately to the Department Manager or their designee.

6. Field Monitors shall survey their assigned areas for issues or needs that would be described as unusual or out of the ordinary for the Department, and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding, but not limited to, the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors shall also document, in detail, removal of Hazardous Stumps, leaners and hangers.
7. Field Monitors shall be empowered to enforce the Department's Clean-As-You-Go policy in regards to the Hauler(s) fulfilling their Scope of Work.
8. Contractor shall provide adequate Site Monitors for each TDMS. The approved TDMS locations identified by the Department for use shall be provided to the Contractor annually. The Department reserves the right to add, remove or change TDMS locations as needed at the sole discretion of the Department.
9. TDMS Monitor responsibilities shall include but not be limited to the following:
  - i. Ensure all loads of debris hauled to the TDMS site by the Hauler and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.
  - ii. Photograph loads of debris, as directed by the Department or FEMA, and record load information with the photograph.
  - iii. Compile all load tickets and provide copies to the Hauler in a format acceptable to the Department and the collector's designated personnel.
  - iv. Obtain and verify the Hauler's fleet documentation. Debris removal Contractor shall obtain from the Hauler(s) such documentation, including the make, model, license plate number, collector equipment number, measured and validated maximum volume in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris and any other information necessary (including photographs) to comply with FEMA requirements. The measured volume shall be calculated from the actual physical measurement performed by the Hauler(s) and the reported volume shall be the same as shown on signs affixed to each piece of equipment.
  - v. Certify all debris vehicles arrive at the TDMS beginning no later than 24 hours after a storm passes. Contractor shall update the fleet documents as the Hauler adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Contractor shall provide a methodology to the Department Manager or their designee to periodically and randomly perform volume capacity Department verifications of recovery vehicles. It shall be documented that ALL vehicles have been randomly checked at least once weekly, and shall never be checked at the same location (i.e. choke points, TDMS locations, or points of collection) twice in a row.
  - vi. Verify that all Hauler equipment has been completely emptied prior to leaving the TDMS.

- vii. Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.
10. Contractor shall provide or arrange for field operations trailers and generators at all TDMSs for exclusive use by their staff and Department staff designated to monitor recovery efforts.
  11. Contractor shall be responsible for the following items at all TDMS and Drop-Off Sites:
    - a. Verify that all sites have access control and security.
    - b. Monitor the type of debris entering the sites, classify debris by FEMA protocols (including separation for recyclable materials that may be diverted from the waste stream such as metals) and ensure each type of waste is placed in its proper location.
    - c. Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.
    - d. Conduct periodic safety inspections to ensure the Hauler is complying with safety regulations such as utilizing spotters, maintaining appropriate vehicle spacing buffers, properly controlling traffic and wearing proper protective equipment (PPE).
    - e. Be responsible for the end-of-day activities such as ensuring all operations have ceased for the day (as applicable) and all sites are closed and secured.
    - f. Report safety or other hazards to the Department Contract Manager or their designee.

#### **5.12 Specific Services**

Upon request by the Department Contract Manager or their designee, Contractor shall provide aerial (UAV derived) photographs of debris sites. Geo-located photographs and/or video shall be of a high resolution and clear, containing reference boundaries for location identification. Contractor may have to take several photographs/videos to produce one photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the Department Manager or their designee, the Department shall not be obligated to pay for the related expenses. If the Contractor and Department agree, photographs may be retaken at the Contractor's expense. Photographs/videos shall be delivered to the Department in hardcopy and electronic format acceptable to the Department, and done so within five business days of request, weather permitting.

1. Contractor shall provide other related services as requested by the Department. Such services may include but are not limited of the following:
  - a. Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated;
  - b. Assist the Department in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues;
  - c. Provide training to Department staff as directed by the Department Manager, their designee, or the Director of Emergency Management;
  - d. Be prepared with appropriate equipment, vehicles, staffing and supervisors to

oversee cleaning and disposal of debris from beaches, marshlands, canals, waterways and state-owned uplands.

#### **5.13 Role and Responsibility of Debris Monitoring Contractor**

1. The Contractor shall provide oversight of the Hauler's operations. In this capacity, the Contractor shall act as the Department's agent and has authority to act on its behalf, to ensure debris transported is eligible, is quantified correctly and is routed to minimize costs for transportation. The authorities vested in the monitor and a resolution process will be outlined when a Notice to Proceed (NTP) is issued.
2. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment shall be the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.
3. The Department designated Contract Manager will be the final authority for resolution of issues.

#### **5.14 Claims Resolution**

1. The Contractor shall respond, in writing if directed by the Department, to each claimant ( resident, business, or entity that has lodged a complaint) within fourteen (14) calendar days after claim is lodged with a copy to the Department's designated representative. All claims shall be resolved by the Contractor within thirty (30) calendar days after submission.
2. Each Contractor will submit all resolved claims to the Department's Contract Manager. The Contractor's report to the Department's designated representative must attest to the following:
  - a. To the best of the Contractor's knowledge all data offered by the claimant must support that the claim is accurate and complete.
  - b. The claims amount accurately reflects the claimant's actual incurred costs.
  - c. Records of all claims including photos shall be provided in a spread sheet and submitted every thirty (30) days to include all paid claims, all outstanding claims and if any claim is over thirty (30) days, a reason for its delay.
  - d. The Contractor shall pay no claims unless a valid claim was submitted to the Department's designated representative.

#### **5.15 Load Tickets and Truck Certifications**

The Contractor will supply a standard load ticket and a standard truck certification document for use during the performance of the contract. **Samples shall be provided with RFP response.**

## **SECTION 6.00      PRICE SHEET**

### **Disaster Debris Monitoring Services**

#### **6.01**

The Price Sheet is attached as a separate document and incorporated by reference into this RFP and uploaded in the Vendor Bid System as an Excel Spreadsheet.

Respondents shall fill out the entire Price Sheet. Respondent's Rate per Hour shall include all things necessary to provide the contractual services as specified in the Statement of Work.

Hourly rates proposed are "Not to Exceed" and may be negotiated lower for specific Task Assignments.

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**SECTION 7.00 TASK ASSIGNMENT FORM**

DEP Contract No. \_\_\_\_\_ Task Assignment No. \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Contractor Representative: \_\_\_\_\_

DEP Contract Manager: \_\_\_\_\_

Task Description (Use additional sheets if necessary): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Deliverables: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Performance Measures: \_\_\_\_\_  
 \_\_\_\_\_

Financial Consequences: \_\_\_\_\_  
 \_\_\_\_\_

Period of Performance: Execution of Task Assignment through \_\_\_\_\_  
 \_\_\_\_\_

Task Assignment Type and Not to Exceed Amounts:

Rate Schedule	Cost Reimbursement

Total Task Assignment Value: \$ \_\_\_\_\_

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Special Category	Grant #	Year	Amount
37							
37							

**Contractor**

**Florida Department of Environmental Protection**

\_\_\_\_\_  
 Contract Manager    Date

\_\_\_\_\_  
 Contract Manager    Date

APPROVED: \_\_\_\_\_  
 Budget Representative                  Date

\_\_\_\_\_  
 Contractual Authority                  Date

cc: Procurement Section (MS93)  
 Bureau of Finance & Accounting (MS78) - 2 copies

## SECTION 8.00      TASK ASSIGNMENT CHANGE ORDER FORM

DEP CONTRACT NO. \_\_\_\_\_

Task Assignment Number: \_\_\_\_\_ Date: \_\_\_\_\_ Change Order No. \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Contract Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

DEP Contract Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Change (Use Additional Sheets if necessary): \_\_\_\_\_

CHANGE IN TASK AMOUNT			
<u>Item</u>	<u>Fee Schedule</u>	<u>Cost Reimbursement</u>	<u>Total</u>
Original Task Amount:			
Task Amount Prior to This Change Order:			
Net Increase/Decrease in Task Amount:			
Task Amount with all Change Orders:			
CHANGE IN TASK TIME			
Original Task Completion Date:			
Completion Date Prior to This Change:			
Net Increase/Decrease in Task Period:			
Completion Date with all Change Orders:			

**CONTRACTOR**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
**Contract Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contract Manager**

\_\_\_\_\_  
**Date**

**APPROVED:**

\_\_\_\_\_  
**Cost Center Administrator**

\_\_\_\_\_  
**Date**

cc: DEP Procurement Section (MS93), Bureau of Finance and Accounting (MS78) – 2 copies



**SECTION 9.00 VENDOR FINANCIAL ATTESTATION**

Respondents shall complete and submit answers to the questions set forth below. To be eligible for Contract Award as a Responsible Vendor under section 287.012(25), F.S., Respondent must be able to respond "YES" to each statement below.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative's Name) (Title)

\_\_\_\_\_, (the "Vendor"), and am authorized to represent and  
(Vendor's Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

- 1. I have direct knowledge of the financial condition and operations of Vendor. No Yes
- 2. Vendor has sufficient financial resources to honor its short-term obligations and is current on all payments not in dispute. No Yes
- 3. Vendor has financial resources sufficient to honor its long-term obligations and remain in business over the life of the Contract. No Yes
- 4. Vendor's operations generate income which exceeds Vendor's operating expenses. No Yes
- 5. Vendor has the capacity to provide the commodities and/or contractual services as specified in the Contract document, the solicitation, and the response. No Yes

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 10.00 VENDOR RESPONSIBILITY DISCLOSURE**

Respondents shall complete and submit answers to the questions set forth below. For each affirmative answer, Respondents shall provide a detailed, written explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). The Department reserves the right to request additional information, as needed, to determine a Respondent’s Responsibility pursuant to section 287.012(25), F.S.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
(Vendor’s Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the vendor:

- 1. Been the subject of civil litigation or settlements? No Yes
- 2. Been subject to criminal judgments or administrative actions? No Yes
- 3. Been suspended or barred from participation in any competitive process or contract award? No Yes
- 4. Had any licenses or certifications suspended, revoked, or canceled? No Yes
- 5. Had any contracts or agreements terminated for cause? No Yes
- 6. Been the subject of bankruptcy proceedings? No Yes
- 7. Undergone a major change of organizational structure, ownership, or name? No Yes

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 11.00 VENDOR CONFLICTS OF INTEREST ATTESTATION**

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Department of Environmental Protection employee.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
 (Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
 (Vendor’s Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Department of Environmental Protection; and
- Vendor has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the respondent, or its affiliates; and
- Vendor’s officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

**Employee Disclosure:**

Full Legal Name	DEP Position Title	Disclosed Position Held or % of Ownership

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## SECTION 12.00      **VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION**

All Respondents must complete section I. If the Respondent’s principal place of business is outside the State of Florida, the Respondent must also have an attorney who is licensed to practice law, in the state of their principal place of business, complete Section II.

### **Section I. Respondent’s Principal Place of Business**

*(Please select one)*

- The Respondent’s principal place of business is in the State of Florida.
- The Respondent’s principal place of business is outside of the State of Florida.

### **Section II. Legal Opinion About Foreign State Preferences in Contracting**

*(Please select all that apply)*

- The Respondent’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Respondent’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. *[Please describe applicable preference(s) and identify applicable state law(s) below]*
- The Respondent’s principal place of business is in the **political subdivision** of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. *[Please describe applicable preference(s) and identify applicable law(s) below]*

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<b>RESPONDENT’S ATTORNEY</b>	
<b>Signature:</b>	<b>Phone #:</b> (    )       -
<b>Name:</b>	<b>Address:</b>
<b>State of Licensure:</b>	
<b>Bar Number:</b>	<b>Date of Admission:</b>

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the commodities and/or contractual services.

**SECTION 13.00      VENDOR DRUG-FREE WORKPLACE ATTESTATION**

Per Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received, the bid, proposal, or reply received from a business that certifies that it has a drug-free workplace in full compliance with the requirements of s. 287.087, F.S. shall be given preference in the award process.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative's Name) (Title)

\_\_\_\_\_, (the "Vendor"), and am authorized to represent and  
(Vendor's Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of \_\_\_\_\_ s. 287.087, F.S.
- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of \_\_\_\_\_ s. 287.087, F.S.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 14.00 CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Name: \_\_\_\_\_  
Respondent's Authorized Representative Name: \_\_\_\_\_  
Respondent's Authorized Representative Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Respondent FEIN: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Pursuant to section 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  - 2. Is engaged in business operations in Cuba or Syria.

By signing below, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. If the resulting Contract is for more than one million dollars, the by signing below, the Respondent also certifies that it is not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. I understand that pursuant to section 287.135, F.S., the submission of a false certification may subject the Respondent to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_,  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

## SECTION 15.00      RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM

<b>Section A</b>	<b>RESPONDENT IDENTIFICATION</b> (to be completed by the Respondent.)
------------------	---

As Respondent to this Solicitation, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Respondent/Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

Failure to submit a Letter of Commitment from the intended subcontractor(s) identified below, shall result in the disallowance of utilizing the subcontractor(s) in providing the Services identified in this RFP. Use additional pages if needed.

	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
	STATE NON-MINORITY BUSINESS CLASSIFICATION			CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.										
	NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	VETERAN BUSINESS ENTERPRISE (S)	BOARD IS 51% OR MORE MINORITY (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
<b>LIST NAMES OF RESPONDENT(S)</b>																						

<b>Section B</b>	<b>ACKNOWLEDGEMENT</b> (to be completed by the Respondent(s).)
------------------	--

I / WE HEREBY CERTIFY that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Name of Respondent: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*IMPORTANT\*\*\***

**BOTH SECTIONS OF THIS FORM MUST BE COMPLETE AND SECTION B MUST BE DATED AND BEAR THE RESPONDENT'S SIGNATURE FOR THIS FORM TO BE DEEMED RESPONSIVE.**

Please review to ensure all sections are complete and the form is acknowledged correctly.

**SECTION 16.00 CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS**

This affidavit must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. The signature of the Contractor shall be notarized as set forth below. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, \_\_\_\_\_ am the \_\_\_\_\_ of  
 (Name of Person Appearing) (Title of Person Appearing)  
 \_\_\_\_\_ with the authority to make this statement on behalf;  
 (Name of Contractor)
2. \_\_\_\_\_ ("the Contractor") entered into an  
 (Name of Company or Person)  
 Agreement with the Department to perform certain work under Task Assignment No. \_\_\_\_\_.
3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. Thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

----- **Notarization of Signature of Contractor (required)** -----

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known.  Produced Identification. Type of ID: \_\_\_\_\_

\_\_\_\_\_  
(Notary's Signature)

My Commission Expires: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_ Commission Number (if applicable) \_\_\_\_\_



**SECTION 17.00 CLIENT REFERENCE FORM**

The Respondent shall complete and submit this entire form. Using the form(s) provided in this section, Respondent shall identify and include three (3) current and/or past clients, either businesses or governmental agencies, to which the Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP within the last five (5) years.

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Authorized Representative’s Name) (Title)

\_\_\_\_\_, (the “Vendor”), and am authorized to represent and  
(Vendor’s Legal Name)

contractually bind Vendor. I do hereby:

1. Grant permission to the Florida Department of Environmental Protection (the “Department”) to contact the references listed below at a time and using a method convenient to the Department.
2. Waive any claim, either contractual or otherwise, to confidentiality that exists between the listed Client(s) and Vendor regarding Vendor’s performance under the listed contract(s).
3. Release the Client’s Contact(s), or their successors, or designees, to discuss with, and provide any requested information to, the Department concerning Vendor’s performance under the listed contract(s).
4. Release, forever discharge, and hold harmless the Department and the listed Client(s) from any claim or liability that Vendor may make related to the loss, either real or perceived, that may exist due, in whole or in part, to the Department’s evaluation of the information disclosed by the listed Client(s) regarding Vendor’s performance.

I understand that the purpose of this permission and release is for the Department to evaluate and assess Vendor’s eligibility for Contract Award pursuant to the indicated solicitation, and that any such information provided may be subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Client Reference #1

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and Zip:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

## Client Reference #2

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

### Client Name & Internet Address

Client Name:

Webpage Address:

### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

### Commodity/Service Description\*

### Client Reference #3

\*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

#### Client Name & Internet Address

Client Name:

Webpage Address:

#### Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

#### Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

#### Commodity/Service Description\*

## SECTION 18.00 PAST PERFORMANCE EVALUATION FORM

The following questions will be posed to the identifies in their Proposal. Answers will be scored according to the points specified for each of the below questions.

Reference Company: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Date of Interview: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Please describe the work the Respondent performed for Reference's company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For the next questions, please rate the Vendor's performance using the scale(s) below:**

<b>Questions (*20 total points possible)</b> <b>Rating Scale: Excellent (4 points) Satisfactory (3 points)</b> <b>Fair (2 points) Poor (1 point) No Response (0 points)</b>	<b>Rating</b> <b>(0 – 4)</b>
1. Would you use the services of this company again? (No=0 points Yes=4 points)	
2. Did the company complete the contracted project(s) on-time, within budget and no issues in reimbursement with FEMA? (No=0 points Yes=4 points)	
3. How would you rate the overall performance of this company?	
4. Were issues and problems addressed and/or resolved in a timely and satisfactory manner? (No=0 points Yes=4 points)	
5. How would you rate the company's project and contract management abilities?	

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## SOLICITATION PROPOSAL CHECKLIST

**Note: This “Checklist” is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this Solicitation.**

To ensure that Respondent response package can be accepted, please be sure the following items are fully completed, enclosed, and received in accordance with VBS and Timeline of Events.

<b>Tab A</b>	<b>Executive Summary</b>
<b>Tab B</b>	<b>Solicitation Forms</b> <ul style="list-style-type: none"> <li>• <b>Solicitation Acknowledgement Form(s)</b> (If Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.)</li> </ul>
<b>Tab C</b>	<b>Disclosures and Attestations</b> <ul style="list-style-type: none"> <li>• <b>Vendor Financial Attestation.</b> (Section 9.00)</li> <li>• <b>Vendor Responsibility Disclosure.</b> (Section 10.00)</li> <li>• <b>Vendor Conflicts of Interest Attestation.</b> (Section 11.00)</li> <li>• <b>Vendor Principal Place of Business Attestation.</b> (Section 12.00)</li> <li>• <b>Vendor Drug-Free Workplace Attestation.</b> (Section 13.00)</li> <li>• <b>Certification Regarding Scrutinized Companies Lists</b> (Section 14.00)</li> <li>• <b>Respondent / Subcontractor or (Team, if not Subcontractor) Summary Form</b> (Section 15.00)</li> </ul>
<b>Tab D</b>	<b>Client Reference Form</b> (Section 17.00)
<b>Tab E</b>	<b>Professional Experience</b>
<b>Tab F</b>	<b>Price Sheet</b> (Section 6.00) Provide the complete and signed <b>Price Sheet</b> per the instructions for pricing.
	<b>One (1) Original Hard Copy of <u>entire</u> Proposal</b>
	<b>One (1) Electronic Copy of <u>entire</u> Proposal on CD/DVD, or USB.</b> Must indicate the Respondent’s name, RFP number, and volume and title (if separated).

**If you assert that any portion of your Proposal is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Proposal along with the unredacted version. The redacted copy shall be clearly titled “Redacted Copy.”**