



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solicitation Acknowledgement Form
Invitation to Negotiate
CONTRACTUAL SERVICES

| | |
|---|--|
| Page 1 of Page 57 | SUBMIT BID TO: Florida Department of Environmental Protection Procurement Section, Carr Building, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361 |
| AGENCY RELEASE DATE: 01/07/2020 | |

| | |
|--|---|
| SOLICITATION TITLE: Petroleum Contamination Site Cleanup Management Services | SOLICITATION NO.: ITN 2020005 |
|--|---|

SEALED REPLY DUE: @ 3:00 pm ET on February 19, 2020
SEALED REPLIES WILL BE OPENED: @ 10:00 am ET on February 20, 2020
and may not be withdrawn within **180** days after such date and time.

| | |
|--|--------------------------------------|
| VENDOR NAME: | _____ |
| VENDOR MAILING ADDRESS: | |
| CITY-STATE-ZIP: | *AUTHORIZED SIGNATURE (MANUAL) |
| PHONE NUMBER: | _____ |
| TOLL FREE NUMBER: | |
| FAX NUMBER: | |
| EMAIL ADDRESS: | |
| FEID NO.: | *AUTHORIZED SIGNATURE (TYPED), TITLE |
| *This individual must have the authority to bind the respondent. | |

| |
|--|
| TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.): |
|--|

I certify that the material terms and the proposed prices contained in this Reply to this Invitation to Negotiate (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 Solicitation. 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 Reply to this Solicitation, or to induce an entity to forbear from filing a Reply, and that this Reply 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 Reply to this Solicitation for the Respondent and that the Respondent is in compliance with all requirements of this Solicitation; including, but not limited to, the certification requirements contained in this Solicitation as well as those contained above. In submitting this Reply, the Respondent offers and agrees that if the Reply 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 Reply and, if selected, to perform in accordance with all terms of the Solicitation 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 Solicitation schedule.

| | |
|-------------------------|---------------------------|
| PRIMARY CONTACT: | SECONDARY CONTACT: |
| NAME, TITLE: | NAME, TITLE: |
| ADDRESS: | ADDRESS: |
| PHONE NUMBER: | PHONE NUMBER: |
| FAX NUMBER: | FAX NUMBER: |

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SECTION 1.00 – INTRODUCTION

1.01. Program Overview and Purpose. The Department of Environmental Protection (hereinafter referred to as the “Department” and/or “DEP”) is requesting Replies from qualified vendors (hereinafter referred to as “Respondents”) who have the ability and resources to provide staff augmentation services for site management for the Petroleum Restoration Program (PRP) and to respond to the events as detailed in this Invitation to Negotiate (ITN) and Statement of Work (“Scope”). The Department seeks to award two (2) contracts. Of the two (2) contracts awarded, only one Contractor will be responsible for providing the Inspection Scheduling service, as described in Section 4.09. The selected Contractors must have a physical presence in Tallahassee and be authorized to transact business in the State of Florida. No minimum amount of work is guaranteed under the Contracts resulting from this Solicitation.

1.02. 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. **All times referenced in this solicitation are current local time in Tallahassee, Florida.**

| Events | Date | Time | Location/Method |
|---|------------------------------------|----------|---|
| ITN Advertised | January 7, 2020 | | Vendor Bid System |
| Vendor Questions Due | January 21, 2020 | 3:00 PM | Email to Procurement Officer |
| Questions & Answers Addendum (on or about) | February 11, 2020 | | Vendor Bid System |
| Sealed Proposals Due | February 19, 2020 | 3:00 PM | Mail to Department: ITN 2020005 Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 |
| Public Opening | February 20, 2020 | 10:00 AM | Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000 |
| Vendor References Contacted | February 26, 2020 - March 11, 2020 | | By Phone and/or Email by Department |
| Post Notice of Intent to Negotiate, on or about | March 17, 2020 | | Vendor Bid System |
| Negotiations | March 23, 2020 - April 3, 2020 | | Negotiations will be conducted in person in Tallahassee, FL |
| Best and Final Offers (BAFO) Due | April 13, 2020 | | Email to Procurement Officer |
| Award Recommendation Meeting | April 21, 2020 | 2:00 PM | Conference Room 170 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000 |
| Intent to Award (on or about) | May 4, 2020 | | Vendor Bid System |

1.03. Procurement Officer.

Lori L. Anderson, FCCM, FCCN
Bureau of General Services – Procurement Section
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Email: lori.l.anderson@FloridaDEP.gov

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 ITN 2020005 in the subject line of the email.

1.04. 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 five (5) 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 five (5) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

1.05. MyFloridaMarketPlace Vendor Registration. Prior to execution of Contract by the Department, the Awarded Vendor 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. Vendor Registration Customer Service contact number 866-352-3776 (8:00 AM - 6:00 PM Eastern Time).

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

| Code | Title |
|----------|---------------------------------------|
| 77111600 | Environmental rehabilitation services |
| 77111603 | Land rehabilitation services |
| 77101700 | Environmental advisory services |

1.06. 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-owned, veteran-owned, 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 – ITN PROCESS

2.01 Questions.

NOTE: This section supersedes the General Instructions to Respondents (PUR-1001), at #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 ITN 2020005 in the subject line of the email.

ALL questions must be submitted in the following format to be considered:

| Question No. | ITN Section | ITN Page No. | 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 Invitation to Negotiate Process. The Invitation to Negotiate (ITN) process consists of four (4) sequential phases: 1) the Reply Preparation Phase; 2) Administrative Review Phase; 3) the Evaluation Phase; and 4) the Negotiation Phase.

I. Reply Preparation Phase. The Respondents will prepare and submit a Reply to the Procurement Officer based on the requirements identified in this Solicitation and any addenda to the Solicitation.

II. Administrative Review Phase. The Procurement Officer will complete a review to ensure that Replies are complete and meet the minimum requirements of this Solicitation.

III. Evaluation Phase. The evaluation team will evaluate and score the Replies according to the evaluation criteria contained in the Solicitation and establish a competitive range of Replies reasonably susceptible to award. The Department will enter into negotiations with those Respondents who provide the top four (4) solutions by score. The Department will then post the Department's Notice of Intent to Negotiate, as set out in the Schedule of Events.

IV. Negotiation Phase. Negotiations will be conducted according to the negotiation methodology published in Section 2.08, Negotiation Phase. Negotiators are not bound by the ranking of Replies resultant from the evaluation phase.

2.03 Administrative Review. All Replies will be reviewed by the Procurement Officer to ensure that complete Replies have been submitted and to ensure that the Replies meet the minimum requirements of this Solicitation. Complete Replies that meet the minimum requirements of this Solicitation will be sent to the Evaluation Team for their qualitative review. In order 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, Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Reply. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Reply will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Reply is compliant with the Solicitation at the time of submittal.

2.05 General Evaluation Information. The Department reserves the right to accept or reject any or all Replies received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the Reply submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and the Respondent will not be relieved of any liabilities and obligations due to such lack of knowledge.

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 Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

2.06 Evaluation Criteria Scoring. With the exception of the cost and past performance reviews, each Reply will be reviewed by at least five (5) evaluators. Each member of the Evaluation Committee will be provided a copy of each Technical Reply. Replies will be evaluated independently on the criteria established in Section 15.00 (Evaluation Criteria) in order to ensure that Replies are uniformly rated. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein and the Procurement Office will complete a technical summary.

The Department reserves the right to request oral presentations on any Reply submitted that meets the minimum requirements of this Solicitation. Information requested and received will be evaluated by the Evaluation Committee based on the criteria established in Section 15.00, Evaluation Criteria. During this stage Respondents will be asked to provide any clarifications needed by the Evaluation Committee to assist in evaluating their Reply. Information received in this stage will be added to the Respondent's Reply and evaluated.

A Department representative will contact references via telephone to obtain the past performance reviews. The DEP Procurement Section will evaluate the cost section of the Reply. The scores for the past performance reviews and the deliverables-based project cost evaluation shall be provided to the evaluators for inclusion on their score sheets for calculation of the total numerical rating.

The DEP Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank for each Reply for all evaluators. Using the evaluation criteria specified below, in accordance with section 287.057, F.S., the Department shall evaluate and rank responsive Replies and, at the Department's sole discretion, proceed to negotiation.

For example:

| Firm | Raw Points Received | Rank |
|-------------|----------------------------|-------------|
| Company A | 200 | 2 |
| Company B | 210 | 1 |
| Company C | 180 | 3.5* |
| Company D | 175 | 5 |
| Company E | 180 | 3.5* |

In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each firm receives a rank of 3.5. All Replies must comply with the terms of this Solicitation.

2.07 Posting of Score and Notice of Intent to Negotiate. Scores, and ranks of all Replies will be posted with the Notice of Intent to Negotiate. The Notice of Intent to Negotiate will be electronically posted by the date and time indicated in the Schedule of Events for seventy-two (72) hours (Saturdays, Sundays and State holidays excluded) on the MyFlorida.com website at the following link: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

2.08 Negotiation Phase. The Department will proceed to negotiate with the top four (4) selected Respondents, based on the highest scores calculated during the evaluation phase described in the Evaluation Criteria Scoresheet, as described in Section 15.00, Evaluation Criteria. The negotiations will not be open to the public but will be recorded.

- A. Notice of Intent to Negotiate. The Department will electronically post a Notice of Intent to Negotiate by the date and time indicated in the Schedule of Events on the Vendor Bid System (VBS).
- B. Negotiation Meetings. Negotiation meetings will be conducted in Tallahassee, Florida. The Department reserves the right to schedule Negotiation meetings (including oral presentations) at a different location in the State. The Department will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, (including a **representative** authorized to agree to Contract terms on behalf of the Respondent and key proposed Project Team members relevant to the topic being discussed) without interruptions, for the entirety of the Respondent’s scheduled Negotiation meeting. The Department reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.
- C. Negotiation Methodology. The Department will establish a negotiation team to conduct the negotiations with the Respondents listed in the “Notice of Intent to Negotiate” and make an award recommendation after determining which Respondent presents the best value.

Selected Respondent(s) will be invited to provide interactive presentations of the Replies, more detailed clarifications of their Replies, and to enter into negotiations with the Department.

At the conclusion of negotiations, the Department will request Best and Final Offers (BAFO) from the remaining respondents and notify them of the selection criteria on which the award will be based. Based on the best and final offers, the Department will award the contract(s) to the Respondent(s) who provides the best value for the Department and the State or reject all Replies.

This ITN will not result in an exclusive license to provide the Services or products described in this ITN or the resulting contract. The Department may, in compliance with applicable law, contract with other Respondents or vendors to provide the same or similar Services.

Negotiations may include discussions of the terms, conditions, costs, Statement of Work, and related Services to be provided by the Respondent. The Department will not permit any increases in the prices provided in the

initial Reply. The negotiation team will not engage in scoring but will arrive at its recommendation by discussion during a public meeting.

Respondents may be provided an opportunity to recommend enhanced value alternatives and provide information and options during negotiations. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that such changes would provide the best value to the State. The negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. If the negotiation team determines that a proposed alternative is not acceptable and the Respondent fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration or the negotiation team may stop negotiation with that Respondent.

- D. Negotiation Team Recommendation Meeting. After receipt of the BAFO, the Department may conduct a Public Meeting for the negotiation team to discuss the results of negotiations and formulate their recommendations to the Department as to whether and how to award a Contract(s) pursuant to this solicitation.

The Department is not bound to enter into a contract with any Respondent.

2.09 Department Negotiation Rights. The Department reserves the right at any time during negotiations, at its sole discretion, to do any of the following:

- A. Eliminate a Respondent from further consideration or stop negotiations with a Respondent.
- B. Conclude negotiations at any time and proceed to contract award.
- C. Consider any information obtained during evaluation without being bound by evaluation scoring.
- D. Reassess any of the evaluation determinations and may consider any additional information that comes to its attention during the negotiations.
- E. Conduct reference checks and due diligence investigation of any Respondent.
- F. Schedule or cancel negotiation sessions with any or all responsive Respondents.
- G. Re-open negotiations with any Respondent.
- H. Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.
- I. Use any or all ideas or adaptations of the ideas presented in any Reply.
- J. Require any or all responsive Respondents to address commodities, contractual services, prices, or terms and conditions offered by any other Respondent.
- K. Require any or all responsive Respondents to provide additional, revised, or final Replies addressing specified topics.
- L. Require any or all responsive Respondents to provide a written BAFO.
- M. Review and rely on relevant information contained in those Replies or BAFOs.
- N. Negotiate different terms, conditions, and related price adjustments if the Department determines that such changes would provide the best value to the State.
- O. Arrive at an agreement in principle with any responsive Respondent, finalize principal contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- P. Take any additional administrative steps the Department deems necessary in determining the final award, including additional fact-finding, or negotiation.

2.10 Posting of Agency Decision.

NOTE: This section supersedes General Instructions to Respondents (PUR-1001), #13, Electronic Posting of Notice of Intended Award.

Upon completion of the public meeting, and decision of the Secretary, in accordance with the Timeline of Events, the Department will post to the VBS either 1) a Notice of Intent to Award naming one (1) or more Respondents(s) with whom the Department intends to Contract with or 2) a Notice of Rejection of All Replies.

2.11 Department’s Reserved Rights. The Department reserves the right to:

- A. Reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida.
- B. Withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
- C. 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.
- D. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.

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

2.12 Number of Awards. The Department anticipates the issuance of up to two (2) contracts for services under this Solicitation.

2.13 Basis of Award and Final Selection. The Department reserves the right to award all or any separable portions of services, or any combination thereof, if it is determined that doing so is in the best interest of the State. The Department intends to award Contracts to the responsible and responsive Respondents whose BAFOs are assessed as providing the best value to the State based on the selection criteria. Selection criteria will include the following at a minimum:

- Respondent’s articulation, innovation, and demonstrated ability of the proposed approach to meet the Department’s Solution goals and the requirements of this ITN;
- Experience and skills of Respondent’s proposed Staff relative to the proposed approach; and
- Respondent’s pricing and overall costs to the Department.

The Negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Respondent(s) engaged in such negotiations or through the request for BAFO.

Upon consideration of the recommendation, the Secretary of the Department, or a duly authorized designee, shall make the award decision.

The Department’s intended award decision will be posted on the VBS.

2.14 Type of Contract Contemplated. Contract(s) will be issued, and the Department will assign work through either a task assignment or a purchase order through MyFloridaMarketPlace (MFMP). The payment for each task shall be based on the final negotiated fixed rates in the 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. Travel costs shall be included in the fixed rate amounts of this Contract and shall not be billed separately.

A copy of the proposed Contract containing all requirements is included as a separate attachment. The requirements contained in the proposed Contract should be closely reviewed since modifications proposed by the Respondent will not be considered after award.

2.15 Respondent Responsibility. 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.

2.16 Protest Rights. Failure to file a protest within the time prescribed in section 120.57(3), F. S., 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 Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m., Eastern Time) 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

Do not send Replies to the Agency Clerk's Office. Send all Replies to the Procurement Officer identified in Section 1.03 of the solicitation.

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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 [PUR 1001 General Instructions to Respondents.pdf](#).

3.01 General Instructions for Preparation of the Reply. The instructions for this Solicitation have been designed to help insure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

- **Part I, Technical Reply: The Technical Reply shall consist of the following parts:**
 - A. Solicitation Acknowledgement Form (Tab A): The Solicitation Acknowledgement Form (original copy provided in Technical Reply package) shall be completed as instructed. The original signed copy shall be submitted in one (1) copy of the Reply package marked "Original". One (1) duplicate electronic copy of the complete Technical Reply, in .pdf format, shall be provided on a CD, DVD, or USB memory stick. If a Respondent fails to submit a completed Solicitation Acknowledgement Form with their Reply, the Department reserves the right to contact the Respondent by telephone for submission of this document via email. This right shall be exercised when the Technical and Price Replies have met all other requirements of the Solicitation.

In the event that Respondents submit a Reply as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

- B. Technical Reply (Tab B): The Technical Reply Package shall be prepared by each Respondent using 8.5" x 11" paper (one-inch margins, Arial 12 pt. font) and should use double-sided printing.

Using the description of work outlined in the Statement of Work, Respondents shall prepare their Technical Reply 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 for that section. Respondent shall not use the tab pages to present additional information.

1. Introduction (1 page limit): Respondents should use this section to provide a general description of how they will accomplish the Scope of Work (Scope) as defined in this solicitation.
2. Company Background (2 page limit): Respondents should provide information on the historical background of the Respondent and on the Respondent’s organizational structure. This should include years in operation and years involved in work related to petroleum cleanup.
3. Organizational Plan
 - a. Narrative (3 page limit): Respondents should present the organizational structure of the proposed site management team, and outline the responsibilities of each team member, as applicable.
 - b. Resumes (1 page limit per person). Respondent should provide resumes for “Key Personnel.” “Key Personnel” shall have technical education and experience, in fields relevant to petroleum cleanup, and if in a professional category, shall also possess a correspondingly appropriate degree such as engineering, geology, environmental science or other related science.

NOTE: Resumes shall be organized into three groups: Professional Engineers, Professional Geologists, and Other Key Personnel. Only personnel who are current employees of the Respondent shall be identified. Resumes are limited to 1 page per person not to exceed a total of 20 pages.

4. Qualifications and Experience: This section shall present the qualifications of the Respondent and Respondent's team. The following topics must be addressed:
- a. Explain past experience providing staff augmentation services for site management of petroleum cleanup sites and/or management of petroleum cleanup projects;
 - b. Explain planned proactive measures to prevent problems, minimize delays and avoid change orders; and
 - c. Describe Respondent's experience with Chapter 62-780, Florida Administrative Code.

Note: Qualifications of personnel can only be presented as part of the Respondent's proposal for individuals who are currently employed by the Respondent, not individuals the Respondent proposes to hire if they are awarded a contract.

5. Site Management: This section should present how petroleum cleanup sites assigned to the Respondent would be managed and tracked. The following topics must be addressed:
- a. Describe Respondent's plan to ensure that turnaround times will be met;
 - b. Describe Respondent's plan to timely update Storage Tank Contamination Monitoring (STCM) database.
 - c. Describe Respondent's plan to ensure that Scopes of Work for purchase orders are completed accurately and are timely submitted for processing.
 - d. Describe Respondent's plan to ensure that Contractor Performance Evaluations (CPEs) are timely completed.
 - e. Describe Respondent's plan to timely insert documents into the OCULUS document management system.
 - f. Describe Respondent's plan to ensure that work completed by a Site Manager has the appropriate level of review by Professional(s).
 - g. Describe Respondent's plan to ensure that thirty (30) site inspections and five (5) Operation and Monitoring (O&M) inspections are completed each month.
 - h. Describe the steps the Respondent will take to avoid a potential conflict of interest or the appearance of a conflict of interest.
- C. Respondent / Subcontractor Summary Form (Tab C): On the Respondent/Subcontractor Summary Form (Section 14.00) provided, the Respondent shall list the name of the Respondent(s)/Subcontractor(s) and indicate the **one** business category of the Respondent/Subcontractor.
- D. Principal Place of Business and Foreign State Preferences in Contracting Form (Tab D): The Respondent shall complete and submit the Principal Place of Business & Foreign State Preferences in Contracting Form (Section 9.00), indicating whether its principal place of business is within the State. For the purpose of this Solicitation, "principal place of business" means the state in which the Respondent's high-level officers direct, control, and coordinate the Respondent's activities.

Consistent with section 287.084 (2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on the Principal Place of Business Attestation Form.

E. Disclosures and Attestations (Tab E): This section of the Reply shall contain the following:

- Vendor Financial Attestation, Section 6.00
- Vendor Responsibility Disclosure, Section 7.00
- Vendor Conflicts of Interest Attestation, Section 8.00
- Certification of Drug-Free Workplace, Section 10.00
- Certification Regarding Scrutinized Companies Lists, Section 11.00

• **Part II, Past Performance / Client References** (Must use pages provided).

A. The Respondent must provide the required information on the Client Reference Form (Section 12.00) for three (3) verifiable clients which the Respondent has completed projects similar in nature to this Solicitation over the past two (2) years.

- Confidential clients shall not be included.
- The same client may not be listed for more than one (1) reference (*for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed*).
- Clients that are listed as subcontractors in the Respondent's Reply will not be accepted as Past Performance references under this Solicitation.
- A client that is currently a parent or a subsidiary company to the Respondent will not be accepted as a Past Performance references under this Solicitation.
- For Respondents that submit a Reply as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture.
- 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.

B. A Department representative will contact ALL three (3) references provided by the Respondent via telephone or by email to complete the Past Performance Evaluation form.

- References should be available to be contacted during normal working hours (Monday-Friday, 8:00 a.m.–5:00 p.m.), per the Timeline of Events.
- The Department will attempt to contact each selected reference by phone up to two (2) times during the duration of time as listed in the Timeline of Events. If the reference cannot be contacted by phone, the Department representative will send an email.
- If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation.
- The Department will not attempt to correct incorrectly supplied information.

- C. Upon completion of the Reference checks, the Department will use the formula listed below to determine the points value for Past Performance:

Maximum Total of the 3 Reference Scores / Divided by 3 = Total Points Value for Past Performance

- **Part III, Price Reply (Section 5.00, Response Form):** Price replies not submitted on the Response Form (Section 5.00) shall be rejected. The Respondent's Response Form must be submitted on the form provided in the Solicitation. Submit the price reply in a separately sealed package marked Price Reply.

The Respondent shall provide a rate for each position listed on the form provided on the Response Form (Section 5.00). The prices must include the cost of all things necessary to provide the services described in this Solicitation and the Respondent's reply, including, but not limited to, personnel and labor costs, travel and incidental expenses, miscellaneous expenses (i.e. cost of disposal). Footnotes, notations, and exceptions made to this form will not be considered. The prices provided in the Price Reply may be negotiated in the Negotiation Phase but increases in any of the rates in the price reply will not be permitted.

The Respondent submitting the lowest total cost (LTC) will receive the maximum points for the cost element for the applicable Contract Term of the evaluation. 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) – Original Contract Term: Cost Points Awarded = (LTC) / Proposal Budget being Considered (PB) X 80
- (2) – Renewal Contract Term: Cost Points Awarded = (LTC) / Proposal Budget being Considered (PB) X 40

3.02 Submittal of Reply.

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

Both the Technical and Price Reply must be received in accordance with VBS and the Timeline of Events. Sealed Replies must be executed and submitted in two (2) parts and be marked as follows:

- Part I – Technical Reply and Part II – Past Performance/Client References (One Separately Sealed package for Part I and Part II); and
- Part III – Price Reply (One Separately Sealed package for Price Reply)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

The face of the envelope shall contain the Solicitation number and opening date. All Solicitations are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

The Respondent must submit one (1) original hard copy and one (1) duplicate electronic copy of the Technical and Price Reply to the Department. The original hard copy of the Reply shall bear original signatures and be marked as the "Original." The electronic copy of the Reply may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject Replies submitted in alternate file formats or which contain information different from that in the hard copy of the Reply.

If you assert that any portion of your Reply is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Reply along with the un-redacted version. The redacted copy shall be clearly titled "Redacted Copy."

All proposed materials must be packaged so that each box of materials shipped to the Department does not exceed 25 pounds.

Respondents submitting Replies are advised to ensure the files are not corrupt prior to mailing as any material which is not readable will not be considered.

CAUTION: Replies received at the office designated after the exact time specified for receipt will not be considered.

3.03 Alternate Replies. A Respondent may not submit more than one (1) Reply.

3.04 Elaborate Replies. It is not necessary to prepare your Reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Reply shall be prepared in accordance with the instructions herein.

3.05 Assertion of Confidentiality Regarding Submitted Materials.

- A. Replies 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 Reply.

NOTE: This section supersedes General Instruction to Respondents (PUR 1001), #14, Firm Response.

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

3.09 Misrepresentations. 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 Replies.

- A. If a public records request is made for the Reply, 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 Reply 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 Reply, 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 Reply 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 Reply are Confidential Information not subject to disclosure.

3.11 Qualifications. 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.

3.12 Prime Contractor and Subcontractor. In accordance with the terms of the 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 bid 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.

3.13 Florida Department of State Registration Requirements. The Respondent is responsible for registering with the Florida Department of State prior to execution of the Contract unless exempt (see applicable sections of Title XXXVI, Business Organizations, Chapters 605 through 623, F.S.).

3.14 Convicted Vendor List. A company placed on the Convicted Vendor List may not submit a Proposal or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The “Convicted Vendor List” is published at MyFlorida.com.

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SECTION 4.00 – SCOPE OF SERVICES

This section contains the Scope that will be required in any contract that may be executed as a result of this Solicitation. By submitting a Reply, each Respondent specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this Solicitation, all requirements referencing “Contractor” contained within the Scope of Service below are applicable to the Respondent should he/she be deemed the successful Respondent.

4.01 Scope of Services. All services performed under this Contract shall meet or exceed the minimum requirement outlined in this Scope. Under no circumstances shall services meeting less than the minimum services requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with requirement and rules, regulations and governance contained in this Solicitation and the successful Respondent(s) shall be held responsible therefore.

The Contractor shall use the most current version of all forms, form letters, order letters, templates and workbooks prescribed and provided by the Department; In addition, the Contractor shall use the most current version of any Department or PRP guidance provided in the Site Manager Standard Operating Procedures (SOP) available at: <https://floridadep.gov/waste/petroleum-restoration/content/prp-site-manager-standard-operating-procedures-sop>.

4.02 Definitions.

Agency Term Contract: An agreement between the Department and a Contractor whereby the Contractor agrees to provide an indefinite quantity of commodities or contractual services, on an indefinite delivery schedule, over a specified period of time. Term contracts issued by the Department may also be referred to as an Agency Term Contract. (62-772.200(b) F.A.C.)

Agency Term Contractor (ATC): A contractor who has been awarded an Agency Term Contract by the Department to provide petroleum contamination site response action services.

Consultant: Agency Term Contractor (ATC) or another qualified contractor (collectively referred to as Consultant).

Contaminated Site: Any contiguous land, sediment, surface water, or groundwater areas that contain contaminants that may be harmful to human health or the environment. (section 376.301(11), F.S.)

Contamination Locator Map (CLM): CLM is a DEP web-based map that allows users to locate, among other things, petroleum contaminated, hazardous waste and waste cleanup sites. (<http://prodenv.dep.state.fl.us/DepClnup/welcome.do>)

Contracted Local Program (LP): A local or State government entity contracted to the Department to provide PRP site management.

Contracted Team: A Consultant who has been awarded a contract to provide petroleum site cleanup management services based on Department needs.

Contracted Team Leader: The Team Leader or Manager of a Contracted Team.

Contractor Performance Evaluations (CPE): Pursuant to Rule 62-772.300, F.A.C., Consultant performance on State-funded petroleum cleanup projects shall be evaluated, monitored and documented after each Work Order (WO) or Purchase Order (PO) with input from the Site Owner/Responsible Party (O/RP).

Cost Center Administrator (CCA): A person designated by the Department to authorize encumbrance of specific State funds using applicable statutory guidelines.

Delegatee - Someone with 'delegated approval' authority on behalf of another customer. The delegate receives and approves requisitions and Invoice Reconciliations for the original customer in MFMP.

Department Contract Manager: Department-assigned individual who manages specific contracts and is responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. (section 287.057(14), F.S.)

Department of Environmental Protection (Department or DEP): The Florida Department of Environmental Protection which is Florida's lead agency for environmental management and stewardship.

Department Team Leader: DEP employed Environmental Administrator assigned to manage Non-ATC Contracts Team at the Department.

Department's Office of Inspector General (OIG): Office of the Inspector General provides a central point for coordination of and responsibility for activities that promote accountability, integrity, and efficiency within the department. The Office of Inspector General conducts independent and objective audits, reviews, and investigations of Department issues and Programs, in order to assist in protecting, conserving, and managing Florida's environmental and natural resources. (<https://floridadep.gov/oig>)

Discharge: Includes, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, releasing or dumping of pollutant or hazardous substance which occurs and which affects lands and the surface and ground waters of the state not regulated by section 376.011- 376.21 as defined by section 376.301(13), F.S. For the purposes of this contract, discharge is limited to petroleum or petroleum products discharges.

District: One of six regional offices of the Department. <https://floridadep.gov/districts>

Division of Waste Management (DWM): A division within the Department responsible for the PRP.

DWM Program Accountant: DEP employee responsible for day-to-day accounting functions for PRP.

Eligible Discharge: A discharge that qualifies for Inland Protection Trust Fund (IPTF) funding pursuant to sections 376.3071-376.3072, F.S.

Environmental Restoration Integrated Cleanup (ERIC): DWM database containing information related to contaminated site cleanup for programs in the division.

Facility: Facility means a nonresidential location containing, or which contained, any underground stationary tank or tanks which contain hazardous substances or pollutants and have individual storage capacities greater than 110 gallons, or any aboveground stationary tank or tanks which contain pollutants which are liquids at standard ambient temperature and pressure and have individual storage capacities greater than 550 gallons. This subsection shall not apply to facilities covered by chapter 377, or containers storing solid or gaseous pollutants, and agricultural tanks have storage capacities of less than 550 gallons. (section 376.301(19), F.S.)

Facility Identification Number (FAC ID#): A nine-digit numbering system which assigns a unique number to each known registered Petroleum Contamination Source Property. This numbering system is generated by the Department.

Field Request for Change (FRFC): A Request for Change which can only be authorized for activities while the CONTRACTOR is in the field.

Funding Cap: The maximum funds which may be expended from the Inland Protection Trust Fund for a discharge.

Inland Protection Trust Fund (IPTF): The trust fund established by the Legislature which provides funds for the petroleum prevention and clean-up program. It is the intent of the Legislature to establish the Inland Protection Trust Fund to serve as a repository for funds which will enable the department to respond without delay to incidents of inland contamination related to the storage of petroleum and petroleum products in order to protect the public health, safety and welfare and to minimize environmental damage (section 376.3071(2)(a), F.S.).

Institutional Control (IC): The restriction on use or access to a site to eliminate or minimize exposure to petroleum products' chemicals of concern, dry-cleaning solvents, or other contaminants. Such restrictions may include, but are not limited to, deed restrictions, restrictive covenants or conservation easements. (See sections 376.301(22) and 376.79(10), Fla. Stat. and Institutional Controls Resource Guidance, Section 37, <https://floridadep.gov/waste/waste/documents/icpg-attachment-37>)

Institutional Control Registry (ICR): A registry of real properties prepared by FDEP to assist with tracking those properties upon which an institutional control has been imposed pursuant to the provisions contained in Chapters 376 or 403, F.S. and to allow the public and local governments to monitor the status of those controls. See section 376.303(6), F.S. The Registry website address is <https://floridadep.gov/waste/waste/content/institutional-controls-registry>. (Institutional Controls Resource Guidance, Section 37, <https://floridadep.gov/waste/waste/documents/icpg-attachment-37>)

Local Program: See Contracted Local Program

Low Score Assessment (LSA): Eligible sites pursuant to sections 376.3071-376.3072, F.S., that are below priority score funding range.

Low-Scored Site Initiative (LSSI): A voluntary site rehabilitation program for petroleum contaminated sites with a priority ranking score of 29 or less. See 376.3071(12)(b), F.S.

MyFloridaMarketPlace (MFMP): MFMP is the State of Florida's award-winning eProcurement system. In operation for more than 15 years, the system is a source for centralized procurement activities; streamlining interactions between vendors and state government entities and providing tools to support innovative procurement for the State of Florida. (https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace)

OCULUS: Official and public database for PRP documents and records. (<https://depdms.dep.state.fl.us/Oculus/servlet/login>)

Operation and Maintenance (O&M): Operation and maintenance of the equipment used during active remediation (based on Section 62-780.700(f), F.A.C.).

Operation and Maintenance (O&M) Inspection: An in person or physical inspection of the equipment used during active remediation at a facility.

Order Letter Facilitator: PRP-designated staff person who tracks and reviews order letters that are submitted by the Contracted Team.

Owner/Responsible Party (O/RP): O/RP means the person performing site rehabilitation pursuant to s. 376.3071(5), s. 376.3078(4), s. 376.81, or s. 376.30701. Such person may include, but is not limited to, any person who has legal responsibility for site rehabilitation pursuant to this chapter or chapter 403, the Department when it conducts site rehabilitation, a real property owner, a facility owner or operator, any person responsible for brownfield site rehabilitation, or any person who voluntarily rehabilitates a site and seeks acknowledgment from the department for approval of site rehabilitation program tasks. (section 376.3014(31) F.S.).

Petroleum Contaminated Site (“Site”): Any contiguous land, sediment, surface water, or groundwater area upon or into which a discharge of petroleum or petroleum products has occurred or for which evidence exists that such a discharge has occurred. (376.301, F.S. (62-780.200(47))

Petroleum Restoration Program (PRP): The PRP is a DEP program within the DWM that encompasses the technical oversight, management, and administrative activities necessary to prioritize, assess, and cleanup sites contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems.

Professional Engineer (P.E.): An individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (P.G.): An individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Property Custodial Delegate and Records Inventory Management personnel: Department designated staff who track and reconcile inventory.

Property Owner: See Real Property Owner

Purchase Order (PO): Purchaser’s authorization used to formalize a purchase transaction with a vendor in MFMP.

Purchase Requisition (PR): A request to procure a commodity or service in MFMP. Once the requisition completes the approval process, MFMP generates a purchase order.

Purchase Requisition/Change Order Creator (PR/CO Creator): PRP designated staff who compile all the documents required for a Purchase Requisition or a Request for Change into one cohesive document, enters data into MFMP and works with the Site Manager to address any issues with the PR.

Real Property Owner: the individual or entity that is vested with ownership, dominion, or legal or rightful title to the real property, or which has a ground lease interest in the real property, on which a dry-cleaning facility or wholesale supply facility is or has ever been located. (section 376.301(38) F.S.).

Request for Change (RFC): Changes and existing purchase order, by making change to the requisition.

Site: See Petroleum Contaminated Site.

Site Inspection: An in person or physical field inspection of a facility.

Site Manager: The PRP-assigned person responsible for all aspects of oversight, management and communication with the Consultant performing the rehabilitation work for a petroleum contaminated site. The site manager may be a Contracted Team employee.

Site Rehabilitation: The act of restoring a site to conditions that reduce or eliminate the risk to human health that resulted from a petroleum discharge pursuant to Chapter 376, F.S. and 62-780, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): An order issued in which the Department determines that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-780.680, F.A.C. with or without institutional or engineering controls. See Rule 62-780.680(5), F.A.C.

Site Rehabilitation Funding Allocation (SRFA): A SRFA is a mechanism authorized by section 376.30714, F.S. to combine the cleanup efforts of the Department and private parties through a negotiated agreement when an ineligible discharge of petroleum products occurs at a site with pre-existing petroleum contamination that has been determined eligible for State-funded cleanup. Both the cost-sharing and timing of the site rehabilitation are negotiated.

Storage Tank Contamination Monitoring (STCM): A Department database that is used to keep track of information regarding petroleum contaminated sites.

4.03 Attachments. All of the documents (Attachments) referenced throughout the Scope of Work are available at the following link: [Attachments to ITN 2020005](#). The password to the FTP site is “password.”

The Attachments are subject to change. The Contractor will have access to current versions of all the Attachments and will be expected to use them according to the Scope of Work during the administration of the Contract.

4.04 Contracted Team Management Responsibilities.

A. **Employment Status of Staff.** The Contractor shall notify the PRP Contract Manager regarding changes in employment status for those individuals who are assigned, in whole or in part, to work on this Contract (i.e., “staff”).

1. **Deliverable:** The Contractor shall timely track all staff changes, including separations, vacancies, promotions, extended leave (medical leave, for example), and new hires.
2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month, the Contractor will report staff changes for the previous month in the Monthly Status Report (Attachment E). If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

B. **Authorization for Department Account Applications.** The Contractor will ensure that new and separated staff applications for online accounts are properly reported to the PRP Contract Manager.

1. **Deliverable:** The Contractor will timely complete and submit Attachment F, DEP 55-244 MFMP User Add/Change/Delete Request Form and Attachment G, Request to Access Waste Applications to the PRP Contract Manager to initiate or terminate user profiles for online DWM Waste Applications such as STCM and OCULUS and for MFMP within five (5) business days of staff starting and within one (1) business day of staff separating from employment with the Contractor or with assignment to this Contract.
2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month, the Contractor will report staffing changes for the previous month in the Monthly Status Report (Attachment E). If the fifteenth falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

- C. **Site Managers.** The Contractor is required to assign qualified staff to work as Site Managers to all sites that the Department has assigned to the Contractor and to update STCM database with the name of the Site Manager. The Contractor shall provide a sufficient number of Site Managers to comply with the terms of this Contract. No Site Manager shall be assigned more than fifty (50) sites without prior written authorization from the PRP Contract Manager. For Site Managers that are dedicated to this Contract less than full time, the number of sites the Site Manager can manage shall be prorated to the time allotted to this Contract.
1. **Deliverable:** The Contractor shall assign qualified Site Managers (See Attachment H, Position Qualifications for a list of qualifications) in STCM to active sites within fifteen (15) calendar days of the Department assigning the site to the Contractor.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month the Contractor will list the Site Manager name for each site the Contractor is assigned on the Monthly Status Report (Attachment E). If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13. In addition, within forty-eight (48) hours of written request from the Department, the Contractor will submit the Active Site List (Attachment I) to the Department which shall include Site Manager name, site county code, facility identification number (FAC ID#), score, site category, (LSA, Springshed, eligible and in funding range, LSSI or SRFA), reason on hold (if applicable), work order or task assignment number, PO number, and State fiscal year assigned.
- D. **Professionals.** The Contractor shall provide sufficient technical and support staff to properly manage the assigned sites including full time Professional Engineers (P.E.s) and Professional Geologists (P.G.s) (collectively referred to as Professional). The Contractor must include, at a minimum, one (1) P.E. registered in the State of Florida and one (1) P.G. registered in the State of Florida to comply with terms of Contracts.
- A Professional's primary job is to review technical reports (i.e. reports required by Chapter 62-780, F.A.C. or Chapter 376.
 - The Contractor may assign no more than twenty-five (25) sites to Professionals in their capacity as a Site Manager without prior written authorization from the PRP Contract Manager. For any Professional that is dedicated to this Contract less than full time, the number of sites that the Professional manages in their capacity as a Site Manager shall be prorated to the time allotted to this Contract.
1. **Deliverable:** The Contractor must include, at a minimum, one (1) P.E. registered in the State of Florida, one (1) P.G. registered in the State of to comply with the terms of the Contract.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall provide the information required by Attachment J, Timesheet, for the previous month including the name of each employee assigned to the Contract including P.E.s and P.G.s. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- E. **Training.** The Contractor shall train its new Staff regarding Florida law, Department rules and PRP SOP as related to this Contract. The Contractor shall regularly provide refresher and updated training to all its Staff regarding Florida law, Department rules and PRP SOP related to this Contract. Lastly, the Department may require and present periodic training events that the Contractor will be required to attend. ANY travel costs associated with Department training and/or meetings with Department representative(s) within the state boundaries of the State of Florida will not be reimbursed.

1. **Deliverable:** The Contractor shall timely track training, including topics presented, location, the length of the training, list of instructional Staff and Staff in attendance.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- F. **Turnaround Times (TAT).** The Contractor is responsible for ensuring that Site Managers review; provide comments for correction, improvement, or additional work; and approve when appropriate, all reports, plans, and proposals submitted by Consultant based upon applicable Florida law, Department rules and PRP SOP. The Contractor shall ensure a technical review has been completed by a Professional to meet 62-780. The Contractor shall also ensure certification of documents by a Professional when required by 62-780.400, F.A.C.
1. **Deliverable:** The Site Manager shall meet the turnaround times specified in Attachment K, Turnaround Times for Deliverables.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month, the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- G. **STCM Database Management.** The Contractor is responsible for accurate and timely data entry into the STCM database.
1. **Deliverable:** The Contractor shall update STCM within fifteen (15) calendar days of receipt of information, approval of a document by the Contractor, or due date extension.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month, the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- H. **Tracking Contractor TAT.** The Contractor shall be responsible for receiving, reviewing, routing, and tracking deliverables, interim deliverables, order letters, memos, travel documents, change orders and invoices.
1. **Deliverable:** The Contractor shall timely monitor their review times and track documents receipt and their review times using the TAT Tracking Spreadsheet (Attachment L) for all the documents listed on Attachment K. See Section 4.13.
 2. **Daily Documentation Requirement:** The Contractor will provide the PRP via email by the end of each business day with the updated TAT Tracking Spreadsheet (Attachment L) with all of the information required on TAT Tracking Spreadsheet (Attachment L) including the team name, FAC ID#, document date, document name, Site Manager's name, Site Manager's document received date, Site Manager's response date, and any comments relevant to the document received from the Consultant. See Section 4.13.
 3. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month the Contractor will submit a cumulative TAT Tracking Spreadsheet (Attachment L) for deliverables, interim deliverables, order letters, memos, travel documents, change orders and invoices for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

- I. **Delivering Documents to Department for Department Signature.** All documents generated by the Contractor that require a Department signature (all deliverables, interim deliverables, order letters, memos, travel documents and change orders) must be emailed or hand delivered to PRP for Department signature. Any document that requires a non-electronic signature or review (i.e. P.E./P.G. certifications) must be hand delivered to the Department. The Contractor must return to Department to collect the signed document for processing, if required. The Contractor is not expected to deliver or pickup documents more than once a day.
 - 1. **Deliverable:** The Contractor shall drop off and pick up daily any documents that require a non-electronic signature or review. All other documents may be sent via email for signature.
 - 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month the Contractor will submit a cumulative TAT Tracking Spreadsheet (Attachment L) for deliverables, interim deliverables, order letters, memos, travel documents, change orders and invoices for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

- J. **Out of Office.** The Contracted Team Leader must inform the PRP Contract Manager when they are going to be out of the office for one (1) business day or more for planned absences. All staff must use “automatic reply” on emails and create a voice mail message noting that they will be out of the office one (1) business day or more for planned absences.
 - 1. **Deliverable:** The Contracted Team Leader and staff shall timely update out of office messaging for phone and email when they are out of the office one (1) business day or more.
 - 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

- K. **PRP Scheduled Meetings.** The Contractor shall provide at least one (1) staff member at PRP scheduled meetings and all scheduled teleconferences with the PRP.

4.05 Site Management Responsibilities (except for LSSI sites). The Contractor shall perform petroleum contamination site cleanup management and oversight services to bring a contaminated site assigned to Contractor by the Department to a site rehabilitation end point authorized pursuant to Chapter 62-780, F.A.C. and section 376.3071, F.S. in the most timely and cost-efficient manner possible. Such management shall be in accordance with all State laws, Department rules and PRP SOP. Petroleum Contaminated Sites will be assigned to the Contracted Team Leader by the Department. The Contractor will manage each assigned contaminated site for the duration of the site cleanup unless the site the Department, at its discretion, removes the site from the Contractor. The Contractor will be responsible for performing all aspects of site management, including, but not limited to:

- A. The Site Manager shall contact the real Property Owner pursuant to the Property Owner/Responsible Party (O/RP) Communication Plan guidance (see Attachment M which is marked “draft” but should be used until the final plan is approved).

1. **Deliverable:** The Site Manager will document any communication with O/RP using the O/RP Communication Log (Attachment N) within two (2) business days of the conversation. Correctly insert all documentation of O/RP contact into OCULUS within thirty (30) calendar days of such contact.
 2. **Documentation Requirement:** Within forty-eight (48) hours of a written request from the Department, the Contractor will submit the Active Site List (Attachment I) which shall include all of the information on that form including the Site Manager name, site county code, FAC ID#, score, site category (i.e. LSA, Springshed, eligible and in funding range, LSSI or SRFA), reason on hold (if applicable), work order or task assignment number, PO number, and State fiscal year assigned.
- B. The Site Manager shall research available information and history of sites (see PRP SOP at <https://floridadep.gov/sites/default/files/PRP%20Site%20Manager%20Guide%202-19-19.pdf>) using all available resources including, but not limited to, OCULUS, ERIC, Department CLM, ICR, STCM, and county property appraiser's office information.
1. **Deliverable:** The Site Manager shall keep an updated paper or electronic Working File for each assigned site.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor will report the number of sites by site category (LSA, Springshed, eligible and in funding range, LSSI and SRFA) assigned per Site Manager in the Monthly Status Report (Attachment E) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- C. The Site Manager will work with Professional staff to develop Scopes of Work (SOW) using the most recent version of the PRP SOW template and schedule of pay items (SPI) (link: <https://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance> in STCM and submit to PRP for processing per SOP.
1. **Deliverable:** The Site Manager shall submit the completed SOW/SPI to the Contracted Team Leader who will review and when correct submit it to PRP per SOP.
 2. **Weekly Documentation Requirement:** The Site Manager shall timely update Working File to show submission of the SOW/SPI package to the Department
- D. The Site Manager shall negotiate and prepare task assignments for the Consultant and submit task assignment packages to the PRP for processing in MFMP per PRP SOP.
1. **Deliverable:** The Site Manager shall timely submit a task assignment package to the PRP for processing.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the task assignment package to the PRP.
- E. The Site Manager shall review, and reject or, if complete and appropriate, approve purchase requisitions (PRs) and Requests for Change (RFCs) in MFMP. The Department may modify the point at which the approval is required but will notify the Contractor of any change in the MFMP approval process.

1. **Deliverable:** The Site Manager shall review and reject, or if complete and appropriate, approve PRs and RFCs in MFMP within two (2) business days of submittal into MFMP by the PR/CO Creator.
 2. **Monthly Documentation:** PRP will run a monthly Requisition Cycle Time Report in MFMP to determine if the Contractor is meeting the two (2) business days review and approve or reject requirement.
- F. The Site Manager shall negotiate and coordinate preparation of RFCs with the Consultant and submit to the PRP for processing per PRP SOP.
1. **Deliverable:** The Site Manager shall submit a completed RFC for processing within five (5) business days of request by the Consultant.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the RFCs package to the PRP.
- G. The Site Manager shall negotiate and coordinate preparation FRFC with the Consultant and submit to the PRP for processing, per PRP SOP.
1. **Deliverable:** The Site Manager shall submit a completed FRFC for processing within two (2) hours of Consultant submitting a completed FRFC.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the FRFC package to the PRP.
- H. The Site Manager shall correctly insert all correspondence and reports regardless of the source (i.e., from the public, Consultant, and O/RPs, and responses generated by the Contractor) into OCULUS.
1. **Deliverable:** Correspondence and reports regardless of the source (i.e., from the public, the Department, Consultant, O/RPs, and the Contractor) will be correctly inserted into OCULUS within fifteen (15) calendar days of receipt or generation.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- I. The Site Manager shall review and either reject or, if complete and appropriate, approve any invoices in MFMP generated as a result of an issuance of a deliverable review.
1. **Deliverable:** The Site Manager shall copy and paste the Invoice Reconciliation Statement (Attachment O) into the comments section in MFMP within one (1) business day of receiving notification from DWM Account Manager. Note that for MFMP purposes only, Contract Manager is the same as a Site Manager.
 2. **Monthly Documentation Requirement:** PRP Contract Manager will generate, in MFMP, and review an Invoice Cycle Time Report.
- J. The Site Manager shall complete CPE per Department rule, Chapter 62-772, F.A.C. The CPE is created in STCM. Sign into STCM. Then complete Cleanup/WorkOrder/Performance Evaluation (Attachment P). When

completed, the Site Manager will forward the CPE to the Contracted Team Manager for review. See the STCM Contractor Performance Evaluation Guidance (Attachment Q) for further information.

1. **Deliverable:** The Team will correctly insert the completed CPE into OCULUS within thirty (30) calendar days of the final invoice payment.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall query STCM and provide a Contractor Performance Evaluation Status report (Attachment R) in the Monthly Invoice (Attachment S) for the previous month. The report represented by Attachment R can be generated in STCM Reports by going to 4, Contamination Data Reports, then to 2, Contractors, then to 11, Contractor Performance Evaluation Status and running the report. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- K. The Site Manager shall prepare closure order package, when a site qualifies for Site Rehabilitation Completion pursuant to Subsection 62-780.680, using a PRP form letter, that is correct, notated, and have been reviewed for quality assurance by a second person. The closure order package(s) shall contain Order Letter Checklist (Attachment T) and every item required by the checklist, including but not limited to a completed Order Letter Checklist, Order letter, P.E./P.G. certification page, figures, tables, Underground Injection Control (UIC) memo (if applicable), site map(s) and a copy of the appropriate county property appraiser summary report for the property and any other properties impacted by the closure.
1. **Deliverable:** The Site Manager shall timely submit order packages to the PRP Order Letter Facilitator.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the closure order package to the PRP.
- L. The Site Manager shall prepare order letter packages for RAPs UICs, Interim Source Removal Proposals, Natural Attenuation Monitoring Plan Approval Orders, and Post Active Remedial Action Monitoring Plan Approval Orders, when appropriate, using a PRP Form letter that is correct and have been reviewed for quality assurance by a second person.
1. **Deliverable:** The Site Manager shall timely submit order package to the PRP Order Letter Facilitator.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the order letter to the PRP.
- M. The Site Manager shall ensure delegation of MFMP approval authority per PRP SOP (Delegation is fully completed once a Delegation Memo (Attachment U) has been submitted to and authorized by the Department Team Leader, returned to the Delegate, and request for delegation in MFMP has been approved by the Department Team Leader.
1. **Deliverable:** The Site Manager will submit a completed MFMP delegation memo to the Department Team Leader at least two (2) business days in advance for planned absences of one (1) business day or more and as soon as possible for unplanned absences of one (1) business day or more.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month Site Managers shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP

(Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

4.06 Site Management Responsibilities Low-Scored Site Initiative (LSSI). The Contractor shall perform petroleum contamination site cleanup management and oversight services to bring a Petroleum Contaminated Site assigned to Contractor by the Department as an LSSI to a cleanup end point authorized pursuant to section 376.3071(12)(b), F.S. or Chapter 62-780, F.A.C. within the timeliest and cost-efficient manner possible. Such management shall be in accordance with all State laws, Department rules, PRP SOP, LSSI Procedural and Technical Guidance (Attachment V). LSSI sites will be assigned to the Contracted Team Leader by the PRP Contract Manager. The Contractor will manage each assigned LSSI site for the duration of the LSSI site cleanup unless the LSSI statutory timeclock runs out or the LSSI site does not qualify for closure pursuant to section 376.3071(12)(b), F.S. or Rule 62-780.680, F.A.C.

The Contractor shall track the LSSI funding cap per assigned facility, proposals received, under review and denied, work orders issued with a breakdown of site assessment and limited remediation monies spent to date, the number and FAC ID# of closures which includes the type of closure, the date of the order letter, and the number and FAC ID# of LSSI sites that have been returned to priority order. The Contractor will be responsible for performing all aspects of site management, including but not limited to:

- A. The Site Manager shall contact the real Property Owner pursuant to the Property Owner/Responsible Party (O/RP) Communication Plan guidance (see Attachment M which is marked “draft” but should be used until the final plan is approved).
 - 1. **Deliverable:** The Site Manager will document any communication with O/RP using the O/RP Communication Log (Attachment N) within two (2) business days of the conversation. Correctly insert all documentation of O/RP contact into OCULUS within thirty (30) calendar days of such contact.
 - 2. **Documentation Requirement:** Within forty-eight (48) hours of a written request from the Department, the Contractor will submit the Active Site List (Attachment I) which shall include all of the information on that form including the Site Manager name, site county code, FAC ID#, score, site category (i.e. LSA, Springshed, eligible and in funding range, LSSI or SRFA), reason on hold (if applicable), work order or task assignment number, PO number, and State fiscal year assigned.
- B. The Site Manager shall research available information and history of sites (see PRP SOP at <https://floridadep.gov/sites/default/files/PRP%20Site%20Manager%20Guide%202-19-19.pdf>) using all available resources including, but not limited to, OCULUS, ERIC, Department CLM, ICR, STCM, and county property appraiser’s office information.
 - 1. **Deliverable:** The Site Manager shall keep an updated paper or electronic Working File for each assigned site.
 - 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor will report the number of sites by site category (LSA, Springshed, eligible and in funding range, LSSI and SRFA) assigned per Site Manager in the Monthly Status Report (Attachment E) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

- C. The Site Manager shall correctly insert all correspondence and reports regardless of the source (i.e., from the public, Consultant, and O/RPs, and responses generated by the Contractor) into OCULUS.
1. **Deliverable:** Correspondence and reports regardless of the source (i.e., from the public, the Department, Consultant, O/RPs, and the Contractor) will be correctly inserted into OCULUS within fifteen (15) calendar days of receipt or generation.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- D. The Site Manager shall complete CPE per Department rule, Chapter 62-772, F.A.C. The CPE is created in STCM. Sign into STCM. Then complete Cleanup/WorkOrder/Performance Evaluation (Attachment P). When completed, the Site Manager will forward the CPE to the Contracted Team Manager for review. See the STCM Contractor Performance Evaluation Guidance (Attachment Q) for further information.
1. **Deliverable:** The Team will correctly insert the completed CPE into OCULUS within thirty (30) calendar days of the final invoice payment.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall query STCM and provide a Performance Evaluation Status (Attachment R) in the Monthly Invoice (Attachment S) for the previous month. The report represented by Attachment R can be generated in STCM Reports by going to 4, Contamination Data Reports, then to 2, Contractors, then to 11, Contractor Performance Evaluation Status and running the report. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- E. The Site Manager shall prepare closure order package, when a site qualifies for Site Rehabilitation Completion pursuant to Subsection 62-780.680, using a PRP form letter, that is correct, notated, and have been reviewed for quality assurance by a second person. The closure order package(s) shall contain Order Letter Checklist (Attachment T) and every item required by the checklist, including but not limited to a completed Order Letter Checklist, Order letter, P.E./P.G. certification page, figures, tables, Underground Injection Control (UIC) memo (if applicable), site map(s) and a copy of the appropriate county property appraiser summary report for the property and any other properties impacted by the closure.
1. **Deliverable:** The Site Manager shall timely submit order packages to the PRP Order Letter Facilitator.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the closure order package to the PRP.
- F. The Site Manager shall work with Professional staff to determine that the pricing levels and conditions of the proposal are on best terms to the Department and negotiate proposals with the Consultants per the Low-Scored Site Initiative Procedural & Technical Guidance (Attachment V). The Site Manager shall then work with Professional staff, using the negotiated proposal, to develop work orders (WO) using the LSSI Workbook Template (<https://floridadep.gov/waste/petroleum-restoration/documents/lssi-template-workbook>) (Attachment W) and route per LSSI Site Manager Guidance (Attachment X) and PRP SOP.

1. **Deliverable:** The Site Manager shall submit a completed WO package to the Contracted Team Leader for review. The Contracted Team Leader will submit the completed package to the PRP Contract Manager.
 2. **Weekly Documentation Requirement:** The Site Manger shall timely note in Working File submission of the WO package to the PRP.
- G. The Site Manager shall negotiate and coordinate preparation of LSSI Change Orders (LSSI CO) (Attachment W) with the Consultants and submit to the PRP Contract Manager for approval within five (5) business days of Consultant request. Once the Department Team Leader has signed the LSSI CO, the LSSI CO will be returned to the Site Manger and a copy will go to the designated Contractor Administrative Assistant and the Contracted Team Leader. The Contractor will then forward to the Consultant.
1. **Deliverable:** The Site Manager shall submit a completed LSSI CO to PRP for processing within five (5) business days of Consultant request.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- H. The Site Manager shall negotiate and coordinate the preparation of LSSI FRFC with the Consultant and submit to PRP for approval. Once the Department Team Leader has signed the LSSI FRFC, the LSSI FRFC will be returned to the Contractor. The Contractor will then forward to the Consultant.
1. **Deliverable:** The Site Manager shall submit a completed LSSI FRFC for processing within two (2) hours of Consultant submitting a completed FRFC.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- I. The Site Manager shall reject, or if complete and appropriate, approve any invoices generated as a result of an issuance of a deliverable review letter within five (5) business days of receiving notification from the DWM Program Accountant. The review time will not start until the complete invoice package is received by the Contractor. Invoicing procedures shall follow the LSSI Electronic Invoice Procedures (Attachment Y).
1. **Deliverable:** The Site Manager will notify the DWM Program Accountant of approval or rejection of an invoice within five (5) business days of notification from the DWM Program Accountant.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of each month the Contractor shall submit the TAT Tracking Spreadsheet (Attachment L) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- J. The Site Manager shall prepare an LSSI No Further Action (NFA) order package using a Department form letter that is correct, notated, and has been reviewed for quality assurance by a second person. The closure order package shall include the order letter, signed P.E./P.G. certification page, tables (including OVA tables), and figures, and a copy of the appropriate county property appraiser summary report for the property and any other properties impacted by the closure.

1. **Deliverable:** The Site Manager shall submit LSSI NFA order packages to the Department PRP Order Letter Facilitator within thirty (30) days of when the site qualifies for an LSSI NFA.
 2. **Documentation Requirement:** The Site Manager shall note in Working File submission of the closure order package to the PRP.
- K. The Site Manager shall prepare an order letter package for Interim Source Removal Proposals, when appropriate, using a PRP Form letter that is correct and have been reviewed for quality assurance by a second person.
1. **Deliverable:** The Site Manager shall timely submit order package to the PRP Order Letter Facilitator.
 2. **Documentation Requirement:** The Site Manager shall timely note in Working File submission of the order letter to the PRP.

4.07 Site Cleanup Support Services.

- A. **Special Projects or Requests:** The Contractor shall provide assistance with any special projects or requests from PRP to include, but not limited to, updating DWM templates, guidance documents, training material, and site specific or specialty letters.
1. **Deliverable:** Will be determined when project is assigned.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
- B. **Embedded Staff:** Embedded staff shall include, but not be limited to, Site Managers and Professionals and are housed at the Bob Martinez Center. PRP may request Contractor provide embedded staff.
1. **Deliverable:** Contractor will provide embedded staff within forty-five (45) days of written request.
 2. **Monthly Documentation Requirement:** By the fifteenth (15th) of the month, Staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

4.08 SRFA Technical Reviews. Technical Reviews for contaminated sites where an application for a SRFA Agreement has been filed with the Department. See Section 4.05 for site management of SRFA sites.

- A. Professional reviews SRFA applications.
- B. Professional performs technical review of the Department's contaminated site files to determine the suitability for funding allocation agreements pursuant to section 376.30714, F.S., and recommends cost share allocations for contaminated sites with discharges that are eligible for state-funded site rehabilitation assistance and discharges that are not. Discusses findings and possible allocations with PRP's SRFA Liaison.

- A. Unless the SRFA application is rejected or denied, after receiving approval from PRP's SRFA Liaison, Professional, negotiates funding allocations with SRFA Applicant or their representative while keeping the PRP's SRFA Liaison informed.
- B. If a basic allocation is agreed to by the parties, Professional prepares SRFA Agreement using PRP template.
- C. Professional communicates with interested parties regarding existing funding allocations agreements, amendments, reopening of Agreements, Assignment and Assumption of Agreements, and other issues related to SRFA agreements. Interested parties include Site Managers, County and District personnel, SRFA Applicants, Property Owners, and potential Property Owners and potential SRFA parties who may or have assumed environmental liability.
- D. Professional prepares SRFA amendments, the reopening of existing SRFA Agreements, and reviews Assignment and Assumption of Agreements. PRP's SRFA Liaison will review and approve all documents.
- E. Routes and tracks SRFA documents to completion of the executed Agreements, Amendments, Assignment and Assumption of Agreements and ensures all documents are correctly inserted in the appropriate site files in Oculus.
 - a) **Deliverable:** The Contractor will timely complete the review and preparation of the documents listed in 4.09 (A) and (B). The Contractor shall track the hours allocated for SRFA related work during the reporting month which shall include, but not be limited to, technical assistance provided to PRP staff, Local Program staff and Property Owners for sites with existing SRFA agreements or sites with discharge resolution or SRFA like issues. The Contractor will also track status of SRFA agreements, pending SRFA agreements, including reopeners and amendments to existing SRFA agreements.
 - b) **Monthly Documentation Requirement:** The Contractor shall submit the following documentation:
 - i. By the fifteenth (15th) of the month staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.
 - ii. By the fifteenth (15th) of the month, Active SRFA Sites Report (Attachment Z) which shall include the number of any new SRFA applications received during the reporting month, the Facility I.D., facility name, site score, current status, last action taken and the planned next action for facilities under review or negotiation. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

4.09 Inspection Scheduling. The Contractor may be required to create a weekly Inspection Schedule for covering both Contractors for inspectors to visit State managed cleanup sites to evaluate Contractor performance, inventory equipment, and evaluate status of remediation systems. The inspections should then be tasked to Inspectors based on geographic areas to increase efficiency. Priority should be given to Site Manager requests and the duration of each inspection is dictated by instructions received from the Site Manager, if applicable. A minimum of sixty (60) site inspections and ten (10) O&M inspections should be scheduled each month.

Scheduling shall be dictated by the following:

- A. Requests for an inspection from the Contractor, or PRP Site Managers sent to PRPInspector@dep.state.fl.us;
- B. Notifications sent to the PRP Inspector e-mail address PRPInspector@dep.state.fl.us by Contractors;
- C. Requests from PRP related to equipment inventory; and
- D. Routine O&M inspections of remediation systems.
 - 1. **Deliverable:** Weekly (on the Friday before the week scheduled), the Contractor shall submit an inspection calendar schedule to PRP Contract Manager via email for the upcoming inspection week which is sorted by northern and southern regions, 9-digit FAC ID#, field work description, Site Manager name, and location of the facility by city. Within each month, Inspections shall be equally distributed to each Contractor between northern and southern regions (while maintaining efficiency), and with thirty (30) site inspections and five (5) O&M inspections assigned to each team. The northern region is defined as Ocala and anything north of Ocala. The southern region is defined as anything south of Ocala.
 - 2. **Documentation Requirement:** The Contractor shall obtain authorization from the Department Team Leader prior to traveling for inspections using the Travel Authorization Form (Attachment AA). See Section 4.13.

4.10 Inspections. The Contractor shall ensure that all O&M Inspections and Site Inspections completed by their employees are performed by qualified individuals (See Attachment H, Position Qualifications) who have successfully completed the health and safety training required to meet OSHA standards in accordance with 29 CFR 1910.120 and that any other staff from the Contractor shall meet the same requirements, if they are going to be in the field.

A. O&M Inspections

- 1. **Deliverable:** Five (5) O&M inspections should be performed by each Contractor's O&M inspector(s) each month (see Section 4.09 D), O&M Inspector shall contact appropriate PRP Site Manager from the field to discuss any deviations in ongoing fieldwork from PRP approved guidelines, and report any deviations in fieldwork from approved guidelines per PRP SOP to the Site Manager in writing. Copies of complete O&M Inspection Reports (Attachment AB) must be prepared within five (5) business days of the O&M inspection and correctly inserted into OCULUS within thirty (30) calendar days of the O&M inspection. The number of O&M inspections conducted each month will be averaged per quarter.
- 2. **Documentation:** The O&M Inspections will be reported on the Travel Authorization Form (Attachment AA), Inspection Table (Attachment AC) and the Travel Summary Table (Attachment AD). See Section 4.13.

B. Site Inspections

- 1. **Deliverable:** Thirty (30) Site Inspections shall be performed by each Contractor's Site Inspector(s) each month. The inspector(s) shall perform scheduled Site Inspections, (see Section 4.09) contact appropriate Contractor, or PRP Site Managers from the field to discuss any deviations in ongoing fieldwork from the approved guidelines per PRP SOP, report any deviations in fieldwork from approved guidelines to the Site Manager in writing. Copies of complete Site Inspection Form (Attachment AE) must be prepared within

five (5) business days of the Site Inspection and correctly inserted into OCULUS within thirty (30) calendar days of the Site Inspection or visit. The number of Site Inspections conducted each month will be averaged per quarter.

2. **Documentation:** The Site Inspections will be reported on the Travel Authorization Form (Attachment AA), Inspection Table (Attachment AC) and the Travel Summary Table (Attachment AD). See Section 4.13.

4.11 Remediation Equipment Annual Inventory Reconciliation. The Contractor shall help to maintain the PRP's remedial equipment inventory database by assisting Property Custodial Delegate and Records Management personnel in assigning Local Programs or Contractor(s) staff to facilities in order to scan equipment. The Contractor shall ensure that all inventory reconciliation visits assigned to them are performed by Contractor staff who have successfully completed the health and safety training required to meet OSHA standards in accordance with 29 CFR 1910.120. Using scanners provided by the Department, Contracted staff shall scan barcoded tags on all PRP inventory at each facility assigned to the Contractor.

- A. **Deliverable:** The Contractor shall return the Department provided scanners to the Property Custodial Delegate and Records Inventory Management personnel for downloading and processing by the due date designated by the Property Custodial Delegate and Records Inventory Management personnel. For any inventory that was not scanned, the Contractor shall document the name of the staff person responsible for the scanning at the facility designated by FAC ID# and the reason the inventory was failed to be scanned.
- B. **Monthly Documentation:** By the fifteenth (15th) of the month staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

4.12 Remediation Equipment Auctions. The Contractor shall assist the Property Custodial Delegate and Records Inventory Management personnel in assuring the remediation equipment database is up-to-date prior to an auction and in notifying winning bidders with instructions on scheduling pickup once an auction is completed. The Contractor shall assist Property Custodial Delegate and Records Inventory Management personnel to ensure the inventory matches PRP records and will correct any database errors. The Contractor will ensure trailer titles are available (if required). If needed, the Contractor shall process surplus equipment, and transfer equipment or file missing equipment paperwork.

- A. **Deliverable:** The Contractor shall provide copies of all paperwork completed to the Property Custodial Delegate and Records Inventory Management personnel within a week of receiving all paperwork from the winning bidder or PRP designated inspector.
- B. **Monthly Documentation:** By the fifteenth (15th) of the month, Staff members shall complete a monthly timesheet categorizing their time into leave time and the various tasks performed for the PRP (Attachment J) for the previous month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day. See Section 4.13.

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4.13 Monthly Invoice. The Contractor will prepare and submit a monthly invoice.

- A. **Deliverable:** The Contractor will submit the following items by the fifteenth (15th) of each month following the reporting month. If the fifteenth (15th) falls on a weekend or holiday, the items will be due the next business day.
1. Monthly Status Report, Attachment E
 2. Monthly Timesheets, Attachment J
 3. Monthly TAT Spreadsheet, Attachment L
 4. Monthly CPE Contamination Date Report, Attachment R
 5. Monthly Invoice, Attachment S
 6. Monthly Active SRFA Sites Report, Attachment Z
 7. Monthly Travel Authorization Form, Attachment AA
 8. Monthly Inspection Table, Attachment AC
 9. Monthly Travel Summary Table, Attachment AD
- B. **Documentation:** A completed invoice package.

4.14 Compensation, Performance Measures, and Financial Consequences.

- A. Compensation amounts, Performance Measures, and Financial Consequences shall be specified in each executed Task Assignment Notification Form (Attachment C) or Task Assignment Change Order Form (Attachment D).

4.15 Annual Audit Requirements.

- A. The Contractor is required to have a separate tracking system based on the fiscal year (July 1 – June 30) for PRP cleanup expenditures, or a methodology for tracking PRP cleanup expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department’s Office of Inspector General (OIG) and PRP reviews can be accomplished efficiently. The tracking system shall include, at a minimum:
1. Assigned staff identified by name and position;
 2. Itemized Employee Payroll Report for all assigned staff;
 3. Report of all travel related expenses;
 4. Itemized report of all vehicle use and expenditures such as SunPass tolls; and
 5. Incurred miscellaneous expenses.
- B. The Contractor shall provide the following information to the Department by March 1st of the previous fiscal year (i.e., the March 1st that is three (3) months before the next fiscal year’s task assignment):
1. Staff assigned to perform work under this Contract identified by name and position, salary.
 2. Assigned staff qualifications (degree, years of experience, license and current certifications), or required qualifications per job posting for any vacancies.
 3. A list of the Contractor’s observed holidays listed by date and holiday name.

4.16 Responding to Public Inquiries. Questions or inquiries that are from outside the Department (i.e. Consultants, Property Owners, RPs, or the public) must be responded to within two (2) business days of receipt of

a telephone call, voice mail, email, or mail from the requestor. This response can be associated with any of the above tasks.

- A. **Deliverable:** Within five (5) business days of request from outside the Department, the Contractor shall document the request and response if a facility identification number is provided by the requestor or is determined by the Contractor.
- B. **Documentation:** The response and request shall be correctly inserted into the OCULUS facility file.

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SECTION 5.00 – RESPONSE FORM

Award(s) will be made to the highest ranked responsible, responsive Respondent(s) meeting all specifications and conditions set forth in this Solicitation. The Department intends to make up to two (2) awards, as determined to be in the best interest of the State. The Department reserves the right to go to the next highest Respondent should the highest ranked Respondent be unable to meet the terms and conditions of the Solicitation.

The Respondent shall provide rates for each title listed below. The rates provided for each title shall include the cost of all things necessary to accomplish the services outlined in the Scope of Services and the Respondent’s response hereto, including, but not limited to personnel and labor costs, equipment expenses, MyFloridaMarketPlace transaction fee, miscellaneous expenses and the application of all multipliers (i.e. overhead, fringe benefits, etc.), and travel and incidental expenses. Failure by the respondent to provide a cost for every title listed below shall result in the response being deemed non-responsive and therefore, rejected. Footnotes, notations, and exceptions made to this form shall not be considered.

ORIGINAL CONTRACT TERM (5 YEARS)

| | TITLE | UNIT | UNIT PRICE | | WEIGHT FACTOR | | ORIGINAL CONTRACT TERM WEIGHTED RATE | |
|------------------------------------|--|----------|------------|---|---------------|---|--------------------------------------|-----|
| CONTRACTOR HOUSED EMPLOYEES | | | | | | | | |
| 1 | Contract Manager | Per hour | \$ | X | 1 | = | | |
| 2 | Professional Engineer I | Per hour | \$ | X | 2 | = | | |
| 3 | Professional Geologist I | Per hour | \$ | X | 3 | = | | |
| 4 | Professional Engineer II | Per hour | \$ | X | 2 | = | | |
| 5 | Professional Geologist II | Per hour | \$ | X | 2 | = | | |
| 6 | Upper Level Environmental Specialist | Per hour | \$ | X | 2 | = | | |
| 7 | Mid-Level Environmental Specialist | Per hour | \$ | X | 4 | = | | |
| 8 | Lower Level Environmental Specialist | Per hour | \$ | X | 4 | = | | |
| 9 | Program Specialist | Per hour | \$ | X | 1 | = | | |
| 10 | Operation and Maintenance (O&M) Inspector | Per hour | \$ | X | 3 | = | | |
| 11 | Field Inspector | Per hour | \$ | X | 1 | = | | |
| 12 | Administrative Assistant I | Per hour | \$ | X | 2 | = | | |
| 13 | Administrative Assistant II | Per hour | \$ | X | 1 | = | | |
| DEPARTMENT HOUSED EMPLOYEES | | | | | | | | |
| 14 | Professional Engineer I | Per hour | \$ | X | 1 | = | | |
| 15 | Professional Geologist I | Per hour | \$ | X | 1 | = | | |
| 16 | Professional Engineer II | Per hour | \$ | X | 1 | = | | |
| 17 | Professional Geologist II | Per hour | \$ | X | 1 | = | | |
| 18 | Upper Level Environmental Specialist | Per hour | \$ | X | 1 | = | | |
| 19 | Mid-Level Environmental Specialist | Per hour | \$ | X | 2 | = | | |
| 20 | Lower Level Environmental Specialist | Per hour | \$ | X | 2 | = | | |
| 21 | Administrative Assistant I | Per hour | \$ | X | 2 | = | | |
| 22 | Administrative Assistant II | Per hour | \$ | X | 1 | = | | |
| | *TOTAL FOR ORIGINAL CONTRACT TERM WEIGHTED RATE | | | | | | = | *\$ |

* This figure will be used for awarding cost points for the Initial Contract Term.

NOTE: Any blank spaces or a value of “0” will be considered a “free” pay item.

Signature: _____

Name of Respondent /Company: _____

Printed/Typed Name of
Authorized Signatory and Title: _____

RENEWAL CONTRACT TERM (UP TO 5 YEARS)

| | TITLE | UNIT | UNIT PRICE | | WEIGHT FACTOR | | RENEWAL CONTRACT TERM WEIGHTED RATE |
|--|---|----------|------------|---|---------------|---|-------------------------------------|
| CONTRACTOR HOUSED EMPLOYEES | | | | | | | |
| 1 | Contract Manager | Per hour | \$ | X | 1 | = | |
| 2 | Professional Engineer I | Per hour | \$ | X | 2 | = | |
| 3 | Professional Geologist I | Per hour | \$ | X | 3 | = | |
| 4 | Professional Engineer II | Per hour | \$ | X | 2 | = | |
| 5 | Professional Geologist II | Per hour | \$ | X | 2 | = | |
| 6 | Upper Level Environmental Specialist | Per hour | \$ | X | 2 | = | |
| 7 | Mid-Level Environmental Specialist | Per hour | \$ | X | 4 | = | |
| 8 | Lower Level Environmental Specialist | Per hour | \$ | X | 4 | = | |
| 9 | Program Specialist | Per hour | \$ | X | 1 | = | |
| 10 | Operation and Maintenance (O&M) Inspector | Per hour | \$ | X | 3 | = | |
| 11 | Field Inspector | Per hour | \$ | X | 1 | = | |
| 12 | Administrative Assistant I | Per hour | \$ | X | 2 | = | |
| 13 | Administrative Assistant II | Per hour | \$ | X | 1 | = | |
| DEPARTMENT HOUSED EMPLOYEES | | | | | | | |
| 14 | Professional Engineer I | Per hour | \$ | X | 1 | = | |
| 15 | Professional Geologist I | Per hour | \$ | X | 1 | = | |
| 16 | Professional Engineer II | Per hour | \$ | X | 1 | = | |
| 17 | Professional Geologist II | Per hour | \$ | X | 1 | = | |
| 18 | Upper Level Environmental Specialist | Per hour | \$ | X | 1 | = | |
| 19 | Mid-Level Environmental Specialist | Per hour | \$ | X | 2 | = | |
| 20 | Lower Level Environmental Specialist | Per hour | \$ | X | 2 | = | |
| 21 | Administrative Assistant I | Per hour | \$ | X | 2 | = | |
| 22 | Administrative Assistant II | Per hour | \$ | X | 1 | = | |
| **TOTAL FOR RENEWAL CONTRACT TERM WEIGHTED RATE | | | | | | = | **\$ |

** This figure will be used for awarding cost points for the Renewal Contract Term.

NOTE: Any blank spaces or a value of "0" will be considered a "free" pay item.

Signature: _____

Name of Respondent /Company: _____

Printed/Typed Name of Authorized Signatory and Title: _____

Footnotes, notation, and exceptions made on this form shall not be considered.

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SECTION 6.00 – 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

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SECTION 7.00 – 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

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SECTION 8.00 – 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's company, 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

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SECTION 9.00 – PRINCIPAL PLACE OF BUSINESS & FOREIGN STATE PREFERENCES IN CONTRACTING FORM

All Respondents must complete Section I. If the Respondent’s principal place of business is outside the state of Florida, the Respondent must also complete Section II. 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 services.

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

A Respondent whose principal place of business is outside the state of Florida must complete the remainder of the form, to be completed by an attorney who is licensed to practice law in that foreign state.

(Please select one)

- 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)]

(Please select if applicable)

- 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.

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

SECTION 10.00 – CERTIFICATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drugfree workplace program. In order to have a drugfree workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
- 4) In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drugfree workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this vendor complies fully with the above requirements.

(Signature)

(Type Name)

(Company Name)

(Address)

(City, State, Zip)

SECTION 11.00 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and 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 12.00 – CLIENT REFERENCE FORM

The Respondent shall complete and submit this entire form. Using the form(s) provided in this attachment, 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 ITN 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 attest, to the best of my knowledge and belief, the following:

1. Grant permission to the Florida Department of Environmental Protection (the "Department") to contact the references listed in this attachment 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 Vendor'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 regarding Vendor's performance by the listed Client(s).

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 13.00 – 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 Name & Company: | |
| 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 following scale:

| | | | | | |
|--------------|-------------------|-------------|--------------------|-------------------|--------------|
| Superior (4) | Above average (3) | Average (2) | Unsatisfactory (1) | Not Addressed (0) | Rating 4 - 0 |
|--------------|-------------------|-------------|--------------------|-------------------|--------------|

| | | |
|----|---|--|
| 1. | How would you rate the Vendor's overall quality of work? | |
| 2. | How would you rate the Vendor's use of appropriate equipment and methods? | |
| 3. | How would you rate the Vendor's use of adequate personnel in quantity, experience, and professionalism? | |
| 4. | How well did the Vendor adhere to the agreed-upon schedule? | |
| 5. | How well did the Vendor communicate with the Project Manager? | |
| 6. | How well did the Vendor and staff interact with the public while completing the project? | |
| 7. | How would you rate the Vendor's professionalism? | |

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SECTION 14.00 – RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM

As Bidder 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 Bidder/Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

| LIST NAMES OF BIDDER(S)/ SUBCONTRACTOR(S) | 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 (L) | 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 (Y) | BOARD IS 51% OR MORE MINORITY (S) | 51% OR MORE MINORITY OFFICERS (T) | 51% OR MORE MINORITY COMMUNITY | OTHER NON-PROFIT (V) |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |

Section B ACKNOWLEDGEMENT (to be completed by the Bidder(s).)

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

Bidder Signature

Name and Title Date

*****IMPORTANT*****
BOTH SECTIONS OF THIS FORM MUST BE COMPLETED AND SECTION B MUST BE DATED AND BEAR THE BIDDER’S SIGNATURE FOR THIS FORM TO BE DEEMED RESPONSIVE.

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

SECTION 15.00 – EVALUATION CRITERIA

(FOR DEP USE ONLY)

Respondent's Name: _____

| | Maximum Raw Score Possible | Raw Score | | Weight Factor | | Maximum Points Possible |
|--|----------------------------|-----------|---|---------------|---|-------------------------|
| PART I – TECHNICAL REPLY | | | | | | |
| Tab A. Solicitation Acknowledgement Form | 0 | | X | 0 | = | 0 |
| Tab B. Technical Reply | | | | | | |
| 1. Introduction ¹ | 4 | | X | 2 | = | 8 |
| 2. Company Background ¹ | 4 | | X | 3 | = | 12 |
| 3. Organizational Plan ¹ | | | | | | |
| a) Narrative | 4 | | X | 3 | = | 12 |
| b) Resumes | 4 | | X | 6 | = | 24 |
| 4. Qualifications and Experience ¹ | | | | | | |
| a) Experience providing staff augmentation services for site management of petroleum cleanup sites and/or managing petroleum cleanup projects. | 4 | | X | 3 | = | 12 |
| b) Experience using proactive measures to prevent problems, minimize delays and reduce the need for change orders. | 4 | | X | 3 | = | 12 |
| c) Experience with Chapter 62-780, Florida Administrative Code. | 4 | | X | 3 | = | 12 |
| 5. Site Management ¹ | | | | | | |
| a) The Respondent's plan to ensure turnaround times will be met. | 4 | | X | 3 | = | 12 |
| b) The Respondent's plan to timely update Storage Tank Contamination Monitoring (STCM) database. | 4 | | X | 3 | = | 12 |
| c) The Respondent's plan to ensure that Scopes of Work for purchase orders are completed accurately and are timely submitted for processing. | 4 | | X | 3 | = | 12 |
| d) The Respondent's plan to ensure that Contractor Performance Evaluations are timely completed. | 4 | | X | 3 | = | 12 |
| e) The Respondent's plan to timely insert documents into the OCULUS document management system. | 4 | | X | 3 | = | 12 |
| f) The Respondent's plan to ensure that work completed by a Site Manager has the appropriate level of review by Professional(s). | 4 | | X | 3 | = | 12 |
| g) The Respondent's plan to ensure that thirty (30) site inspections and five (5) Operation and Monitoring (O&M) inspections are completed each month. | 4 | | X | 3 | | 12 |
| h) The steps the Respondent will take to avoid a potential conflict of interest or the appearance of a conflict of interest. | 4 | | X | 3 | = | 12 |
| Tab C. Respondent/Subcontractor Summary Form (Section 14.00) | | | | | | |
| Tab D. Principal Place of Business & Foreign State Preferences in Contracting Form | | | | | | |

Respondent's Name: _____

| | Maximum Raw Score Possible | Raw Score | | Weight Factor | | Maximum Points Possible |
|---|----------------------------|-----------|---|---------------|---|-------------------------|
| Tab E. Disclosures and Attestations | | | | | | |
| Maximum Total Numerical Rating for Technical Reply: | | | | | | 188 |
| | | | | | | |
| PART II – PAST PERFORMANCE | | | | | | |
| Past Performance ³ | | | | | | |
| Client #1 | 28 | | X | 1 | = | 28 |
| Client #2 | 28 | | X | 1 | = | 28 |
| Client #3 | 28 | | X | 1 | = | 28 |
| Maximum Total Numerical Rating for Past Performance: | | | | | | 84 |
| Maximum Total Divided by 3 = Total Points Value for Past Performance | | | | | | 28 |
| PART III – PRICE REPLY | | | | | | |
| Price Reply – Original Contract Term ² | 80 | | X | 1 | = | 80 |
| Price Reply– Renewal Contract Term ² | 40 | | X | 1 | = | 40 |
| Maximum Total Numerical Rating for Price Reply: | | | | | | 120 |
| | | | | | | |
| Total points available for Parts I, II and III | | | | | | 336 |

Notes:

- Evaluation points awarded for these components will be based on the following point structure:

Raw Score

- 0 = This element of the evaluation criteria was **not addressed**.
- 1 = This element of the evaluation criteria is **unsatisfactory**.
- 2 = This element of the evaluation criteria is **average**.
- 3 = This element of the evaluation criteria is **above average**.
- 4 = This element of the evaluation criteria is **superior**.

- The Respondent submitting the lowest total cost (LTC) will receive the maximum points for the cost element for the applicable Contract Term of the evaluation. 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) – Original Contract Term: Cost Points Awarded = (LTC) / Proposal Budget being Considered (PB) X 80

(2) – Renewal Contract Term: Cost Points Awarded = (LTC) / Proposal Budget being Considered (PB) X 40

- References: Past performance will be scored based on answers to a standard group of questions (see Section 13.00) received from the Respondent's clients. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for this element of the evaluation.
- Failure of the Respondent to provide any of the information required in the Technical Reply portion of the reply shall result in a score of zero (0) for that element of the evaluation.

Please notify the DEP Procurement Officer (see Section 1.03) at least ten (10) days prior to the due date for Replies if an accommodation because of a disability is required in order to participate in this procurement opportunity.

SECTION 16.00 – SOLICITATION PROPOSAL CHECKLIST

To ensure that Respondent Reply package can be accepted, please be sure the following items are fully completed and enclosed:

Part I, Technical Reply:

A. _____ The Solicitation Acknowledgement Form must be completed and signed. If a Respondent fails to submit a completed Solicitation Acknowledgement Form with their Reply the Department reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the Reply has met all other requirements of the Solicitation. Did you complete the following?

- 1) Respondent Name;
- 2) Respondent Mailing Address;
- 3) City, State and Zip Code;
- 4) Phone Number and Fax Number with Area Code;
- 5) Email Address;
- 6) F.E.I.D. Number;
- 7) Type of Business Entity (Corporation, LLC, Partnership, etc.);
- 8) Sign Form (by individual authorized to bind company);
- 9) Type Name of Signatory and Title; and,
- 10) Primary and Secondary Contact Information?

In the event that Respondents submit a Reply as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

B. _____ The Technical Reply Package (see 3.01, B) must include the following information:

- 1) Introduction;
- 2) Company Background;
- 3) Organizational Plan;
- 4) Qualifications and Experience;
- 5) Site Management

C. _____ Respondent / Subcontractor Summary Forms (Section 14.00). List the name of the respondent(s) and indicate the one business category for the Respondent.

D. _____ Principal Place of Business & Foreign State Preferences in Contracting Form (Section 9.00)

E. _____ Disclosures and Attestations

- 1) Vendor Financial Attestation, Section 6.00
- 2) Vendor Responsibility Disclosure, Section 7.00
- 3) Vendor Conflicts of Interest Attestation, Section 8.00
- 4) Vendor certification of Drug-Free Workplace, Section 10.00
- 5) Certification Regarding Scrutinized Companies Lists, Section 11.00

Part II Past Performance:

_____ Client Reference Forms (Section 12.00) Must have three (3) references.

Part III Price Reply (Response Form):

_____ The Response Form (Section 5.00) must be completed and signed. **If a Respondent fails to submit a completed Response Form with their submittal, the submittal will be rejected.**

Did you complete the following?

- 1) Prices;
- 2) Sign Form;
- 3) Respondent/Company Name; and
- 4) Print/Type name of Signatory and Title.

The Respondent must submit one (1) hard copy and one (1) duplicate electronic copy of the entire reply to the Department in accordance with Section 3.02. The hard copy of the reply shall bear original signatures and be marked as the "Original". The electronic copy of the reply may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject replies submitted in alternate file formats or which contain information different from that in the hard copy of the reply. **If Respondent asserts that any portion of the Reply is exempt from disclosure under the Florida Public Records law, Respondent must submit a redacted version of the Reply as well.**

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.