

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

Page 1 of 40	Submit Proposal To:	Bureau of General Services - Procurement Section Florida Department of Environmental Protection 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Issue Date: August 13, 2019		

Solicitation Title: Event Management and Consulting Services	Solicitation No.: 2019029
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Proposals Are Due: September 10, 2019 at 3:00 PM
Proposals Will Be Opened: September 11, 2019 at 10:00 AM

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

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

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

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

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

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

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

Primary Contact:		Secondary Contact:	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:		Email Address:	

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SECTION 1.00 INTRODUCTION

1.01 Purpose.

The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") is requesting proposals from Respondents to provide Event Management and Consulting Services including, site sourcing and selection, agreement negotiations, full service conference management, registration management, housing management, conference application assistance, and industry coordination consulting services, and other management and consulting-related services. .

1.02 Minimum Qualification Requirements

Respondent must meet the following minimum qualification requirements in order to be responsive to this Solicitation. Respondent must:

- a. Be a Certified Meeting Planner with 10 or more years of experience in event or meeting planning.
- b. Have extensive knowledge in registration systems and email marketing.
- c. Have 10-15 years in conference management, includes production of conference, management, negotiation and implementation of vendor contracts experience.
- d. Have experience producing and managing industry-targeted multi-day conferences for at least 1000 people.
- e. Have established Florida vendor relationships.
- f. Have extensive knowledge in Florida meetings and events inventory.
- g. Be Tallahassee-based.
- h. Be a 75% or above event consulting based company.
- i. Have ability to access additional resources as needed, without changing event timeline or production.

1.03 Timeline of Events.

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

Events	Date	Time	Location/Method
RFP Advertised	August 13, 2019		Vendor Bid System
Vendor Questions Due	August 20, 2019	3:00 PM	Email to Procurement Officer
Questions & Answers Addendum, on or about	August 27, 2019		Vendor Bid System
Sealed Responses Due	September 10, 2019	3:00 PM	<u>Mail to Department:</u> RFP 2019029 Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	September 11, 2019	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000

Vendor References Contacted	September 23 – September 27, 2019	By Phone and/or Email by Department
Intent to Award, on or about	October 14, 2019	Vendor Bid System

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

1.04 Procurement Officer.

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

Pursuant to section 287.057(23), F.S., and the PUR 1001, the Procurement Officer is the sole point of contact from the date of release of this RFP until the Contract award is made. Violation of this provision may be grounds for rejecting a Proposal.

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 2019029 in the subject line of the email.

1.05 Anticipated Contract Term and Renewal.

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

1.06 MyFloridaMarketPlace Vendor Registration.

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

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

Code	Title
80101500	Business and corporate management consultation services
80101504	Strategic planning consultation services
80101513	Process and procedures management consultation service
80141607	Events management
80141902	Meetings events
80142000	Customer relationship management services
80161500	Management support services

80161502 Meeting planning services

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

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

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SECTION 2.00 RFP PROCESS

2.01 Questions.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #5, Questions.

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

Each submission shall identify the solicitation number 2019029 in the subject line of the email. Questions must be submitted in the following format to be considered:

Question #	RFP Section	RFP Page #	Question

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

2.02 Proposal Preparation.

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

2.03 Administrative Review.

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

2.04 Administrative Cure Process.

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

2.05 General Evaluation Information.

The Department reserves the right to accept or reject any or all Proposals 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 Proposals 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 any 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 Proposal. In submitting its Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

2.06 Basis of Award.

The Department seeks to Award a Contract to the responsive and responsible Respondent whose Proposal receives the highest Final Score and is determined to be the most advantageous to the State, taking into consideration the price and other criteria detailed in this Solicitation.

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

2.07 Posting of Agency Decision.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #3, Electronic Posting of Notice of Intended Award.

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

2.08 Addenda.

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

2.09 Department’s Reserved Rights.

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

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

The Department reserves at any time to:

1. Reject any and all Proposals at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
2. Award to the next Respondent if the selected Respondent is unable to meet the terms and conditions of the Solicitation.

3. Award to a single Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.
4. Determine a Proposal nonresponsive.
5. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.
6. Withdraw the RFP at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
7. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the Contract.
8. Withdraw or amend its Notice of Award if the Contractor defaults in performance.
9. Reprocure services in accordance with Rule 60A-1.006(3), F.A.C.
10. Make an award without further discussion of the Proposals submitted.

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

2.10 Responsiveness.

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

2.11 Evaluation of Proposals.

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

2.12 Contract Formation.

A copy of the Proposed Contract containing all requirements is included. The requirements contained in the Proposed Contract should be closely reviewed by the Respondent. The Scope of Work and Price Sheet(s), will be incorporated into the final Contract.

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

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SECTION 3.00 INSTRUCTIONS TO RESPONDENTS

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

3.01 Instructions for Preparation of the Proposal.

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

Respondent's Proposals must be submitted in hard and electronic (CD/DVD/USB) copies as specified and all Tabs are to be in order and organized as directed and contain complete responses to all items. Using the instructions outlined below, the Respondent must complete all forms and provide the detail information as requested. If a portion of any section is omitted, or incomplete, the Proposal may be deemed Nonresponsive at the discretion of the Department.

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

A. Tab A: Executive Summary.

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

B. Tab B: Solicitation Forms.

Each Respondent must complete and include the following Solicitation Forms:

- Solicitation Acknowledgement Form(s)

C. Tab C: Disclosures and Attestations.

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

- Vendor Financial Attestation (Section 10.00);
- Vendor Responsibility Disclosure (Section 11.00);
- Vendor Conflicts of Interest Attestation (Section 12.00);
- Vendor Principal Place of Business Attestation (Section 13.00);
- Vendor Drug-Free Workplace Attestation (Section 14.00);
- Certification Regarding Scrutinized Companies Lists (Section 15.00);
- Respondent/Contractor or (Team, If Not Subcontractor) Summary Form (Section 16.00); and

- Contractor Affidavit / Release of Claims (Section 17.00).

D. Tab D: Client References Form.

Each Respondent must complete and include the Client Reference Form for three (3) customers to whom Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP. If the Respondent is a current or former Contractor to the Department, the Respondent may indicate this information on a separate document, however, this shall not count as one (1) of the three (3) required Client References.

E. Tab E: Price Sheet.

Each Respondent must complete and include the Price Sheet (Section 7.00) provided for each line item for which they are submitting a Proposal. Respondent's Rate shall include all work necessary to provide the contractual services as specified in the Statement of Work, however certain items may be provided on a cost reimbursement basis if approved in advance on the task assignment.

F. Tab F: Technical and Professional Experience

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

1. **Introduction:** This section should provide a general description of the Respondents understanding of the DEP's procedures for events management and consulting services to include full service conference management and consulting services, inclusive of site sourcing and selection, agreement negotiation, full service conference management, registration management, housing management, conference application assistance, and industry coordination consulting services, and other related services to be provided to DEP by Vendor for event management and consulting services within the terms of this contract.
2. **Organizational Plan:** This section shall provide the organizational structure of the proposed team and outline the responsibilities of each team member, as applicable. List in detail the members of your project team and the expertise each shall bring to the project. Explain the organizational structure of the company and any subsidiary companies comprising the Respondent's team. Include a listing of the project manager and all other key staff, by position, to be assigned to provide the required services and resumes for each describing experience, training and education in the required services. Identify staff experience working with governmental entities and list those projects. If subcontractors will be used, identify the tasks for which they will be responsible. Only personnel who are current employees of the Respondent or of the subcontractors shall be identified.
3. **Qualifications and Experience:** This section shall describe the Respondents experience in events management and consulting services, including full service conference management and consulting services, as indicated below:
 - Responsibility of site sourcing and selection;
 - Agreement negotiation;
 - Full service conference management;
 - Registration management;

- Housing management;
- Conference application assistance; and
- Industry coordination consulting services, and other related services to be provided to DEP by the Respondent for event management and consulting services within the term of this contract. Respondent shall perform all services under this Scope of Work unless otherwise approved by DEP in writing.

Include at least four event plans produced from start to finish in the last five years, include at least one event with 1000+ attendees and at least one event with less than 50 attendees – please include at least five of the following per event: run of show, final budget, video of event, photos from the event, speaker lineup, event marketing and communications schedule and details, invitations, stage or event theme, event staff itinerary or to-do list, event website or app screenshots or links. Also provide examples of marketing materials used to promote managed conferences. In this section, provide measures of success for managed conferences.

- G. Scenario Response:** Respondents should use this section to provide a description of how they will accomplish the event services described in the Scenario in Section 6.00 (narrative), including the amount of hours that would be used for each task. The hourly rates should be the same as those provided in the Price Sheet. Also, the Respondent shall provide an estimate for the cost of accomplishing the event for the Scenario in accordance with their narrative.

3.02 General Formatting Instructions.

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

A. Binding and Labeling.

Each volume should be separately bound to permit the volume to lie flat when open. Staples must not be used. Three-ring binders or spiral binding are preferred, but not required. The volume cover, or a cover sheet, must be bound in each volume, clearly marked as to volume number, title, original or copy number, RFP name and number, and the Respondent's name. The same identifying data should be placed on the spine of each volume, if applicable. Be sure to apply all appropriate markings to each volume.

B. Cross Referencing.

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

C. Tables of Contents and Glossary.

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

D. Page Limitations.

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

E. Page Size and Format.

A page is defined as each face of an 8 ½ X 11-inch sheet of paper containing information. When both sides of a sheet display printed material, it will be counted as two (2) pages. For the purposes of formatting, font sizes

must not be less than 10 points. Pages must be numbered sequentially within volumes. These limitations apply to both electronic and hard copy Proposals. Department-furnished forms and attachments must not be altered and are exempt from stated formatting.

F. Charts and Tables.

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

G. Electronic Copies.

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

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

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

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

H. Elaborate Proposals.

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

3.03 Proposal Submission.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.

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

In addition to whatever markings are required for shipment, Proposal packages must be marked to show the Respondent's name and address, the solicitation number, and the date and time Proposals are due. If multiple

packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

3.04 Alternate Proposals.

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

3.05 Assertion of Confidentiality Regarding Submitted Materials.

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

3.06 Conflict of Interest.

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

3.07 Disclosure.

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

3.08 Firm Proposal.

NOTE: This section supersedes Section 2.00, General Instruction to Respondents (PUR1001), Paragraph #14, Firm Response.

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

3.09 Misrepresentation.

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

3.10 Public Requests for Proposals.

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

3.11 Responsibility.

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

3.12 Prime Contractor and Subcontractor.

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

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

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

3.13 Samples.

The Department reserves the right to request samples of Respondents product for testing and evaluation during the Solicitation process. Samples will be provided within twenty (20) days at no cost to the Department. The Department will return samples to Respondent within sixty (60) days after the award of the contract if, requested in writing and return, postage paid packaging is provided by Respondent at the time of sample submission.

3.14 Florida Department of State Registration Requirements.

All entities seeking to do business with the Department shall, prior, to the execution of the contract, be appropriately registered with the Florida Department of State. Information about the registration process is available at the Department of State's website.

3.15 Protest Rights.

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

Documents received after 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 Proposals to the Agency Clerk's Office. Send all Proposals to the Procurement Officer identified in the solicitation.

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SECTION 4.00 EVALUATION CRITERIA

4.01 Past Performance Evaluation

The Department will conduct a Past Performance Evaluation of the Client References the Respondent provided. Each Client Reference will be asked the questions on the Past Performance Evaluation Form (Section 17.00). Upon completion of the Client Reference checks, the Department will total the Respondent's Client Reference points (maximum raw score each Client Reference is 20 points) and divide by three (3) to arrive at the Respondent's Final Past Performance Score for the RFP.

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

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

The Department will make up to three (3) telephone contact attempts and send (1) follow-up email if no response is received.

4.02 Price Evaluation

The Respondent submitting the lowest total budget (LTB) for the Scenario in Section 6.00 will receive the maximum points. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The formula used to determine the points awarded is:

(1 – Original Contract Term: Cost Points Awarded = $(LTB) / \text{Proposal Budget being Considered (PB)} \times 30$)

(2 – Renewal Contract Term: Cost Points Awarded = $(LTB) / \text{Proposal Budget being Considered (PB)} \times 30$)

4.03 Technical and Professional Experience Proposal Evaluation

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

Numerical Score	Evaluation Word	Description
4	Excellent	Proposal extensively addresses the evaluation criterion or demonstrates exceptional experience related to the criterion.
3	Acceptable	Proposal adequately addresses the evaluation criterion or demonstrates sufficient experience related to the criterion.
2	Fair	Proposal minimally addresses the evaluation criterion or demonstrates nominal experience related to the criterion.
1	Poor	Proposal inadequately addresses the evaluation criterion or demonstrates limited experience related to the criterion.
0	No Response	Proposal does not address the evaluation criterion or does not demonstrate experience related to the criterion.

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

$$\text{Raw Score} \times \text{Weight Factor} = \text{Final Past Performance Evaluation Score}$$

A. Introduction

Based upon the Respondent's description of their understanding of the DEP's procedures for full service conference management and consulting services, inclusive of site sourcing and selection, agreement negotiation, full service conference management, registration management, housing management, conference application assistance, industry coordination consulting services, and other related services to be provided to DEP by Respondent for event management and consulting services within the terms of this contract., I rate their ability to fulfill the requirements of the Statement of Work as ____ out of 4.

Consider in your evaluation the following points:

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

B. Organizational Plan

Based upon the Respondent's description of their organizational structure of the proposed team and the outlined responsibilities of each team member, I rate their ability to fulfill the requirements of the Statement of Work as ____ out of 4.

Consider in your evaluation the following points:

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

C. Qualification and Experience

Based upon the Respondent's description of their experience in event management and consulting services., I rate their ability to fulfill the requirements of the Statement of Work as ____ out of 4.

Consider in your evaluation the following points:

- Has the Respondent identified specific key person(s) that will be involved in accomplishing the work and demonstrated their experience as relevant and useful?
- Does the Respondent show that they have extensive experience in event management and consulting services?
- Does the Respondent show experience demonstrated by a discussion of programs, run of shows, final budget, video of event, photos from the event, speaker lineup, event marketing and communications schedule and details, invitations, stage or event theme, event staff itinerary or to-do list, event website or app screenshots or links conducted that are similar to that described in this

solicitation with specific duties performed? Does the Respondent show experience that meets the minimum qualifications as outlined in Section 5.00, Statement of Work?

4.04 Compilation of Scores

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

$\text{Final Past Performance Score} + \text{Final Technical and Professional Experience Score} + \text{Final Price Score} = \text{Final Score}$
--

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

Respondent’s Name: _____	Evaluator’s Name: _____					
Evaluation Criteria	Maximum Raw Score Possible	Raw Score	Weight Factor	Maximum Points Possible		
PART I – TECHNICAL PROPOSAL						
Tab A. Executive Summary						
Tab B. Solicitation Acknowledgement Form						
Tab C. Disclosure and Attestations 1. Vendor Financial Attestation; 2. Vendor Responsibility Disclosure; 3. Vendor Conflicts of Interest Attestation; 4. Vendor Principal Place of Business Attestation; 5. Vendor Drug-Free Workplace Attestation; 6. Certification Regarding Scrutinized Companies Lists; and 7. Respondent/Contractor or (Team, If Not Subcontractor) Summary Form. (and letter of Commitment if applicable)						
Tab D. Client Reference – Past Performance						
1. Client #1	20	<input checked="" type="checkbox"/>	1	=	20	
2. Client #2	20	<input checked="" type="checkbox"/>	1	=	20	
3. Client #3	20	<input checked="" type="checkbox"/>	1	=	20	
Tab E. Price Sheet						
Tab F. Technical and Professional Response						
1. Introduction	5	<input checked="" type="checkbox"/>	4	=	20	
2. Organizational Plan	5	<input checked="" type="checkbox"/>	4	=	20	
3. Qualifications and Experience	5	<input checked="" type="checkbox"/>	4	=	20	
Tab G. Scenario Response						
PART II –PRICE PROPOSAL						
1. Price Response - Initial Contract Term (3 years)	30	<input checked="" type="checkbox"/>	1		30	
2. Price Response - Renewal Contract Term (3 years)	30	<input checked="" type="checkbox"/>	1		30	
Maximum Total Numerical Rating:						180

***Total Points Possible for Solicitation Response: 180**

SECTION 5.00 STATEMENT OF WORK (SCOPE)

5.01 Purpose

The objective of this RFP is to contract with a Vendor to provide the Department with Event Management and Consulting Services (Services) which include:

- Site sourcing and selection
- Agreement negotiation
- Full service conference management and consulting services
- Registration management
- Housing management
- Conference application assistance
- Industry coordination consulting services

The Services requested are part of an ongoing effort and work will be authorized on a Task Assignment (TA) basis, as funding becomes available.

5.02 Task Assignments

The Task Assignments provided to an awarded Vendor(s) will include, but not be limited to, some of the following line items:

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

5.03 Scope

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

5.04 Deliverables

The following items constitute the minimum project deliverables for any Event as authorized by a Task Assignment.

a. Deadline Management:

Must collaborate with DEP Contract Manager to construct and manage event-specific timelines for each event. Contractor shall also develop and deliver to DEP a master timeline setting forth the major tasks and deadlines for all events within a mutually agreed upon timeline.

b. Planning:

Must collaborate with DEP Contract Manager to create and implement an effective marketing plan and budget for each event, including ongoing line-item budget management and post-event reconciliation.

c. Sourcing

Must collaborate with DEP Contract Manager to perform venue, vendor, and goods sourcing, agreement negotiations, and contract management.

d. Registration

Must collaborate with DEP Contract Manager to construct and manage all aspects of the event registration process through a software solution, monitor registration and respond to attendee questions, and provide regular attendee updates.

5.05 Contractor's General Responsibilities.

Contractor shall provide a single point of contact (POC) to communicate and oversee the Services provided to the Department's Office of Communications. The Contractor will also provide Project Management to ensure:

- alignment with the overall event timelines;
- status updates;
- management of the costs of time, services and materials to remain within the Department budget;
- proactive identification and communication of challenges; and
- coordination of quality control.

The Department will designate a Contract Manager to communicate with the Contractor's POC and serve as a liaison with the Department leadership and the Office of Communications team. The Department Contract Manager will ensure the established project timelines and budget authority are monitored and met.

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SECTION 6.00 SCENARIO RESPONSE AND PRICING

Sample Task Assignment Scope for Event Management and Consulting Services (Scenario)

Background:

DEP plans and hosts several events each year. For the first time, DEP is planning on hosting a OneFlorida conference for three days in Central Florida for 1000+ people in the environment industry. The purpose of the OneFlorida conference is to bring Florida's environment industry together to learn more about key issues during various sessions and build relationships through networking opportunities. All aspects of this conference need to be developed and implemented. The venue sourcing, event planning, management, and close-out process may occur simultaneously and the schedule may require the performance of tasks supporting the event that will take place after the expiration of this Contract. Upon expiration, Contractor will collaborate with DEP to perform the services for all aspects of this event, regardless of the stage of planning or execution, and will continue to perform all tasks in support of the DEP event until the expiration of the Contract regardless of whether the event will occur prior to that time.

DEP is seeking Event Management and Consulting Services to include:**Deadline Management and Planning:**

- Collaborate with DEP personnel to construct and manage event-specific timelines for the three day event for an estimated audience size of 1000
- Develop and deliver to DEP a master timeline setting forth the major tasks and deadlines for all events within a mutually agreed upon timeline
- Collaborate with DEP personnel to create and implement an effective marketing plan and budget for each event, including ongoing line-item budget management and post-event reconciliation
- Collaborate with DEP personnel to perform venue, vendor, and goods sourcing, agreement negotiation, and contract management
- Collaborate with DEP personnel to construct and manage all aspects of the event registration process through a software solution, monitor registration and respond to attendee questions, and provide regular attendee updates
- Collaborate with DEP personnel to ensure run of shows are developed on schedule, kept up to date and completed; work with necessary vendors, such as the hotel or meeting venue, A/V provider, caterer, speakers, tradeshow vendor, photographer, videographer, security, event website or app developer, décor or furniture or floral vendors, offsite activity vendor, promotional items vendor, electric vendor or other vendors to ensure set-up and logistics for event are complete and signage, art, and design are as planned; and perform all tasks necessary to ensure successful implementation of plan
- Collaborate with DEP personnel, exhibitors, venue, vendors and other appropriate parties to manage all aspects of the event including possible tradeshow components - managing move-in and move-out schedule; initial and continuous updating of exhibit hall lay-out and map; decorations and signage/logistics; and oversee show floor onsite
- Collaborate with DEP personnel to perform all other tasks necessary to ensure a successful event, including but not limited to: coordinate and finalize of event resume; coordination and management of set-up, décor, food and beverage requirements, menu selection, event signage, wifi and other similar items; ensure updated and final BEO; ensure proper attendee guarantees; assist with sourcing, selecting, and managing VIPs, speakers and attendee guarantees; housing and rooming list management; and any other task assigned by DEP
- Provide general consulting, feedback, and learnings throughout the term of this Agreement, provide Return on Investment (ROI) or other success measurement feedback for events.

Respondents shall provide a narrative of how they will accomplish the event services above in Tab G, including the amount of hours that would be used for each task. The Respondents shall provide an estimate for the cost accomplishing the event for the Scenario in accordance with their narrative and in line with the pricing on the Price Sheet in Section 7.00. Complete the following form for scoring purposes only.

INITIAL CONTRACT TERM (3 YEARS)

Total cost for Scenario
\$

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

Signature: _____

Name of Respondent /Company: _____

Printed/Typed Name of
Authorized Signatory and Title: _____

RENEWAL CONTRACT TERM (3 YEARS)

Total cost for Scenario
\$

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

Signature: _____

Name of Respondent /Company: _____

Printed/Typed Name of
Authorized Signatory and Title: _____

SECTION 7.00 PRICE SHEET

Event Management and Consulting Services

7.01 Event Management and Consulting Services – Rates per Hour

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

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

Line No.	Service Description/Type	Initial Contract Term (3 Years)
		Rate/Hour
1	Site sourcing and selection	\$ _____ (Rate/ Hour)
2	Agreement negotiation	\$ _____ (Rate/ Hour)
3	Full service conference management	\$ _____ (Rate/ Hour)
4	Registration management	\$ _____ (Rate/ Hour)
5	Housing management	\$ _____ (Rate/ Hour)
6	Conference application assistance	\$ _____ (Rate/ Hour)
7	Industry coordination consulting	\$ _____ (Rate/ Hour)

Respondent must not alter this Price Sheet except to include the pricing information requested above. Any footnotes, notations, and exceptions made to or on this form by the Respondent will not be considered, and inclusion of any such items may be grounds for a Proposal being rejected as **nonresponsive** and **not eligible for Award**.

Signature:	
Date:	
Name of Respondent /Company:	
Name of Authorized Signatory:	
Title of Authorized Signatory:	

Line No.	Service Description/Type	Renewal Contract Term (3 Years)
		Rate/Hour
1	Site sourcing and selection	\$_____ (Rate/ Hour)
2	Agreement negotiation	\$_____ (Rate/ Hour)
3	Full service conference management	\$_____ (Rate/ Hour)
4	Registration management	\$_____ (Rate/ Hour)
5	Housing management	\$_____ (Rate/ Hour)
6	Conference application assistance	\$_____ (Rate/ Hour)
7	Industry coordination consulting services	\$_____ (Rate/ Hour)

Respondent must not alter this Price Sheet except to include the pricing information requested above. Any footnotes, notations, and exceptions made to or on this form by the Respondent will not be considered, and inclusion of any such items may be grounds for a Proposal being rejected as **nonresponsive** and **not eligible for Award**.

Signature:	
Date:	
Name of Respondent /Company:	
Name of Authorized Signatory:	
Title of Authorized Signatory:	

SECTION 10.00 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. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

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

Signature

Date

SECTION 11.00 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. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the vendor:

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

Signature

Date

SECTION 12.00 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. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

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

Employee Disclosure:

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

 Signature

 Date

SECTION 13.00 **VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION**

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

Section I. Respondent’s Principal Place of Business

(Please select one)

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

Section II. Legal Opinion About Foreign State Preferences in Contracting

(Please select all that apply)

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

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

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

SECTION 14.00 VENDOR DRUG-FREE WORKPLACE ATTESTATION

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

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

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

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

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of section 287.087, F.S.

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

Signature

Date

SECTION 15.00 CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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

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

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

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

SECTION 16.00 RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM

Section A	RESPONDENT IDENTIFICATION (to be completed by the Respondent.)
------------------	---

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

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

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

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

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

Name of Respondent: _____

Signature of Respondent: _____

Print Name/Title: _____

Date: _____

*****IMPORTANT*****

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

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

SECTION 17.00 CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS

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

The undersigned certifies as follows:

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

(Signature of Authorized Contractor Representative)

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

State of _____ County of _____

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

Personally known. Produced Identification. Type of ID: _____

(Notary's Signature)

My Commission Expires: _____

Notary Public, State of _____ Commission Number (if applicable) _____

SECTION 18.00 CLIENT REFERENCE FORM

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

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

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

contractually bind Vendor. Having been duly sworn, I do hereby:

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

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

Signature

Date

Client Reference #1

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

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and Zip:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #2

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

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #3

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

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

SECTION 19.00 PAST PERFORMANCE EVALUATION FORM

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

Reference Company: _____

Reference Name: _____

Respondent's Name: _____

Date of Interview: _____

Interviewer: _____

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

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

Question	Rating (1 – 5)
1. Would you use the services of this company again? <i>Yes (5 points) No (0 point)</i>	
For Questions 2 – 5: Superior (5 points) Excellent (4 points) Satisfactory (3 points) Fair (2 points) Poor (1 point)	
2. Did the company complete the contracted project(s) on-time and within budget?	
3. How would you rate the overall performance of this company?	
4. Were issues and problems addressed and/or resolved in a timely and satisfactory manner?	
5. How would you rate the company's project and contract management abilities?	

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SECTION 20.00 SOLICITATION PROPOSAL CHECKLIST

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

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

Tab A	Executive Summary
Tab B	Solicitation Forms <ul style="list-style-type: none"> • Solicitation Acknowledgement Form(s) (If Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.)
Tab C	Disclosures and Attestations <ul style="list-style-type: none"> • Complete, sign, and submit the Vendor Financial Attestation. (Section 10.00) • Complete, sign, and submit the Vendor Responsibility Disclosure. (Section 11.00) • Complete, sign, and submit the Vendor Conflicts of Interest Attestation. (Section 12.00) • Complete and submit the Vendor Principal Place of Business Attestation. (Section 13.00) • Complete, sign, and submit the Vendor Drug-Free Workplace Attestation. (Section 14.00) • Complete, sign, and submit the Certification Regarding Scrutinized Companies Lists (Section 15.00) • Complete, sign, and submit the Respondent / Subcontractor or (Team, if not Subcontractor) Summary Form (Section 16.00) • Complete, sign, and submit Contractor Affidavit / Release of Claims Form (Section 17.00)
Tab D	Client Reference Form (Section 18.00)
Tab E	Price Sheet (Section 7.00) Provide the complete and signed Price Sheet per the instructions for pricing.
Tab F	Professional Experience
	One (1) Original Hard Copy of <u>entire</u> Proposal
	One (1) Electronic Copy of <u>entire</u> Proposal on CD/DVD, or USB. Must indicate the Respondent’s name, RFP number, and volume and title (if separated).

If you assert that any portion of your Proposal is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Proposal along with the unredacted version.

The redacted copy shall be clearly titled “Redacted Copy.”