



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SOLICITATION ACKNOWLEDGEMENT FORM  
INVITATION TO BID (ITB)  
CONTRACTUAL SERVICES**

Page 1 of 58 pages	<b>SUBMIT BID TO:</b> Florida Department of Environmental Protection Bureau of General Services - Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
AGENCY RELEASE DATE: February 11, 2019	

<b>SOLICITATION TITLE:</b> Statewide Waste Tire Abatement Services	<b>SOLICITATION NO.:</b> 2019014
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**SEALED BIDS ARE DUE: MARCH 5, 2019, at 3:00 PM**  
**SEALED BIDS WILL BE OPENED: MARCH 6, 2019, at 10:00 AM**

BIDS MUST BE VALID FOR A PERIOD OF: **180** Days

VENDOR NAME:	<hr/> <p align="center"><b>AUTHORIZED SIGNATURE (MANUAL)</b></p> <hr/> <p align="center"><b>*AUTHORIZED SIGNATURE (TYPED), TITLE</b></p> <p><b>*This individual must have the authority to bind the bidder.</b></p>
VENDOR MAILING ADDRESS:	
VENDOR CITY-STATE-ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
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 Invitation to Bid (this ITB) have been kept confidential by the Bidder (and all people and entities affiliated with this Bidder 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 bidder to this ITB. 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 ITB, or to induce an entity to forbear from filing a response, and that this bid 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 ITB for the Bidder and that the Bidder is in compliance with all requirements of this ITB; including, but not limited to, the certification requirements contained in this ITB as well as those contained above. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, the Bidder 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 Bidder.

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

BIDDER 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 ITB schedule.

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 and Scope.** The Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") is requesting bids from qualified Contractors (hereinafter referred to as the "Bidder" or "Respondent" or "Contractor" or "Vendor") to provide both waste tire processing services, and waste tire transportation services, or either as separate services. The waste tire process service must be in accordance with a valid DEP-issued permit that allows waste tire processing. Some examples of acceptable waste tire processing operations are waste to energy, manufacturing of crumb rubber, bailing of waste tires to be transported for further processing, and cutting of waste tires per regulations for disposal in a permitted landfill. The waste tire transportation service must be in accordance with a valid DEP-issued waste tire collector registration that allows waste tire transportation. Contractors may provide bids for processing and transportation, processing only, or transportation only.

**1.02. Procurement Officer.**

Pursuant to section 287.057(23), F.S., and the PUR 1001, Section 2.00, the Procurement Officer is the sole point of contact from the date of release of this ITB until the Contract award is made. Violation of this provision may be grounds for rejecting a Bid.

Lori L. Anderson, FCCN, FCCM  
Bureau of General Services – Procurement Section  
Florida Department of Environmental Protection  
Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Email: [lori.l.anderson@dep.state.fl.us](mailto:lori.l.anderson@dep.state.fl.us)

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 Department will not talk to any Bidders or their agents regarding a pending solicitation. Please note that no information will be given via telephone.

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 IN THE SUBJECT LINE OF THE EMAIL\*\*\***

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

EVENTS	DATES	TIME	LOCATION/METHOD
ITB Advertised	02/11/2019		Vendor Bid System
Vendor Questions Due	02/20/2019	3:00 PM	Email to Procurement Officer
Questions & Answers Addendum, on or about	02/25/2019		Vendor Bid System

Sealed Bids Due	<b>03/05/2019</b>	<b>3:00 PM</b>	Mail to Department: <b>ITN 2019014</b> Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	03/06/2019	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
References Contacted	03/11/2019– 03/15/2019		By Phone and/or Email by Department
Intent to Award, on or about	03/26/2019		Vendor Bid System

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

**1.04. Questions.**

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

**Information will not be provided by telephone.** Bidders may submit written questions or requests for clarification regarding the terms, conditions, requirements of the ITB and its attachments, and any processes described in those documents, to the Procurement Officer by email by the deadline listed in the Timeline of Events of the ITB. The Department will address all inquiries submitted by the deadline listed in the Timeline of Events.

Questions will not constitute a formal protest of the specifications or of the ITB. Responses to all written inquiries, and clarifications or addenda if made to the ITB, will be made through the Vendor Bid System.

Each submission shall have the ITB number in the subject line of the email. **Questions must be submitted in the following format to be considered:**

Question #	Solicitation Section	Solicitation Page #	Question

Once the Department posts the answers to the questions, Bidders may begin submitting bids; however, Bidders are encouraged to submit their bids no earlier than five (5) days prior to the submission deadline. Bids must be submitted by the deadline listed in the Timeline of Events.

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

**1.06. Response Form.** Response Form must be completed and submitted for each service that the Bidder would like to be considered for: Waste Tire Processing/Disposal and/or Waste Tire Transportation. The Department will not accept any other type of “Response Form” as a valid bid. By affixing authorizing signature, the Bidder hereby affirms and agrees to all terms, conditions, provisions, and specifications within the bid. Prior to issuance of a Contract(s), the selected Bidder must be properly licensed to do business within the State of Florida (“State”), if required by federal or state law, for the service or commodities the Bidder will provide to the Department.

**1.07. Past Performance / Client References.** In the space provided on the Client Reference Form, the Bidder must list all names under which it has operated during the last five (5) years.

In the spaces provided on Client Reference Form, the Bidder must provide the required information for three (3) separate and verifiable clients **for each service** that the Bidder would like to be considered for, which have been completed for clients of the Bidder (not intended subcontractors) for projects similar in the Solicitation. The clients listed must be for work of similar scope and size to the specific service (transport or processing/disposal) that the Bidder is submitting a bid for. **If Bidder is submitting a bid for both transport services and processing/disposal services, then the Bidder must have three verifiable references for each service. This requirement can be satisfied by six separate references, however, if the Bidder performed BOTH services for one client reference, that client reference could count as a reference for both services.** Confidential clients shall not be included.

The same client may not be listed for more than one (1) reference (for example, if the Bidder 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 because the client, the Florida Department of Transportation, is the same).

Clients that are listed as subcontractors in a bid will not be accepted as Past Performance references under this Solicitation. Firms that are currently parent or subsidiary companies to the Bidder will not be accepted as Past Performance references under this Solicitation.

In the event that the Bidder has had a name change since the time work was performed for a listed reference, the name under which the Bidder operated at the time that the work was performed must be given, at the end of the project description for that reference, on the Client Reference Form.

In the event that the Bidder submits a bid as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total number of clients to be listed remains three (3).

References should be available to be contacted during normal business hours (Monday-Friday, 8:00 a.m.– 5:00 p.m.), per the Timeline of Events. The Department will contact ALL three (3) of the Bidder's references for each service in order to complete an evaluation questionnaire as provided in Client Reference Form. In the event that the Bidder has performed work as a prime contractor for the Department within the timeframe specified above, the Department shall attempt to contact one (1) Department and two (2) non-Department references. In the event that the Bidder has not performed work as a prime contractor for the Department within the timeframe specified above, the Department shall attempt to contact three (3) non-Department references. The total number of clients who will be contacted to complete an evaluation for any bid for each service shall be three (3).

A Department representative will contact the references via telephone and/or email to verify satisfactory Past Performance. The Department will attempt to contact each reference up to two (2) times during the duration of time listed on the Timeline of Events. In the event that the contact person cannot be reached following the specified number of attempts the reference will not be considered. The Department will not attempt to correct incorrectly supplied information. Each Bidder is required to have at least two (2) satisfactory references to be deemed responsible and considered for award.

Bidder must also complete and sign the **Client Reference Form** allowing 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.

**Failure to provide the required information for three (3) separate and verifiable clients per service in the spaces provided on the Client Reference Form, or failure to provide the required information for each reference shall result in the Bidder being deemed not responsible and their bid will not be considered for award.**

**1.08. Vendor Principal Place of Business Attestation.** The Bidder shall complete and submit the Vendor Principal Place of Business Attestation Form, indicating whether its principal place of business is within the State. For the purpose of this ITB, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

Consistent with section 287.084 (2), F.S., if a Bidder 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 Vendor Principal Place of Business Attestation Form.

**1.09. Submittal of Bid.**

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

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

Bidders shall deliver Bids to the Department’s office designated in the Solicitation Acknowledgement Form before the date and time specified. Any Bid that is received after the exact time specified in the Timeline of Events is late. Bidder should be aware that the U.S. Postal Service does not guarantee on time delivery for any service other than Express Mail. Late Bids, as well as Bids submitted electronically or by facsimile, are Non-Responsive and will not be considered in the Evaluation and are not eligible for Award. All Bid 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, Bid packages must be marked to show the Bidder's name and address, the solicitation number, and the date and time Bids 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.

The bid package shall contain the following:

- Solicitation Acknowledgement Form;
- Response Form(s);
- Price Schedule;
- Vendor Financial Attestation;
- Vendor Responsibility Disclosure;
- Vendor Conflicts of Interest Attestation;
- Vendor Principal Place of Business Attestation;
- Vendor Drug-Free Workplace Attestation;
- Vendor Scrutinized Companies Lists Attestation;
- Client Reference Forms;
- Bidder/Subcontractor Summary Form

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

**CAUTION: Bids received by the Department after the exact time specified for receipt will not be considered.**

**1.10. Alternate Replies.** A Bidder may not submit more than one (1) bid per service. The Department seeks each Bidder's single-best bid per service.

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

A non-responsive submittal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NON-RESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.

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

**1.12. Administrative Review.** All bids will be reviewed by the Procurement Officer to ensure that complete bids have been submitted and to ensure that the bids meet the minimum requirements as outlined in this ITB. In order to foster maximum competition, the Department will seek to minimize Bidders disqualifications resulting from non-responsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Bidders whose qualifying information or documentation does not meet the requirements of the ITB 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.

**1.13. Administrative Cure Process.** In the interest of maximizing competition, the bid qualification and cure process seeks to minimize, if not eliminate, Bidders disqualifications resulting from nonmaterial, curable deficiencies in the bid. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the bid will result in the disqualification of a Bidder, the Department may notify the Bidder of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Department; therefore, the Bidder is advised to ensure that its Bid is compliant with the ITB at the time of submittal.

**1.14. Basis of Award.** The Department intends to award transport services and processing/disposal services separately to the lowest top five (5) responsible, responsive Bidders meeting all specifications and conditions for each service. The Department also reserves the right to make no award, as determined to be in the best interest of the State. The Department reserves the right to award to the next lowest responsible, responsive Bidder for each service if the lowest Bidder for that service is unable to meet the terms and conditions of the Solicitation.



### **1.15. 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 Contract(s) with the Bidder identified therein, on the Vendor Bid System (VBS) website. If the Department decides to reject all Bids, 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.

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

The Department reserves the right to:

- A.** Reject all bids at any time, including after an award is made when doing so would be in the best interest of the State of Florida.
- B.** Award to the next Bidder if the selected Bidder is unable to meet the terms and conditions of the Solicitation.
- C.** Award to a single Bidder or multiple Bidders, or to make no award, as determined to be in the best interest of the State.
- D.** Determine a Bid non-responsive.
- E.** Waive any minor irregularity, technicality, or omission if the Department determines that doing so will be in the best interest of the State of Florida.
- F.** Withdraw the ITB at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
- G.** 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.
- H.** Withdraw or amend its Notice of Award if the Contractor defaults in performance.
- I.** Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.
- J.** To make an award without further discussion of the bids submitted.

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

**1.17. 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. Vendor Registration Customer Service contact number is 866-352-3776 (8:00 AM - 6:00 PM Eastern Time).

The following United Nations Standard Products and Services Code (UNSPSC) are provided to assist you in your registration efforts:

- 30111600 Cement and Lime;
- 72121504 Waste Disposal Plant Construction Service;
- 73101902 Rubber Tires or Tubes Production Services;
- 76121501 Garbage Collection or Destruction or Processing or Disposal;

- 76121504 Tire Collection and Disposal;
- 76121505 Inorganic Waste Collection and Disposal;
- 76121600 Nonhazardous Waste Disposal;
- 76121601 Garbage Dump;
- 76121602 Sanitary Landfill Operations;
- 76121900 Hazardous Waste Disposal;
- 76121905 Inorganic Hazardous Waste Collection and Disposal;
- 76122000 Landfill Services;
- 76122002 Landfill for nonhazardous special waste;
- 76122100 Waste to Fuel Blending Services;
- 76122102 Fuel Blending for Nonhazardous Special Waste;
- 76122200 Waste Incineration Services; and
- 76122300 Recycling Services.

**1.18. Type of Contract Contemplated.** This ITB will result in the award of separate contracts for transport services and processing/disposal services. Each contract shall be fixed cost/fee schedule based on the prices by the selected Bidder on the Response Form; however, the Department reserves the right to award another type contract, if such will be most advantageous to the Department and the State, price and other factors considered. The selected Contractor(s) shall be paid for the services rendered under the contract resulting from this Solicitation upon satisfactory completion of these services. A copy of the proposed Contract containing all requirements is included in this Solicitation. The requirements contained in the proposed Contract should be closely reviewed by the Bidder since modifications proposed by the Bidder will not be considered.

**1.19. 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 the term above, or five (5) years, whichever is longer. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

**1.20. Florida Department of State Registration Requirements.** The Bidder 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.).

**1.21. Convicted Vendor List.** A company placed on the Convicted Vendor List may not submit a Bid 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.

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

To this end, small, minority-owned, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Bidders and subcontractors under prime contracts. Bidders 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 and prime contractors who wish

to partner with these entities can request certification information from the State's Office of Supplier Diversity (OSD) within the Florida Department of Management Services.

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

**1.24. 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](mailto:Agency_clerk@floridadep.gov)

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

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## SECTION 2.00 –INSTRUCTIONS TO BIDDERS

This section contains the General Instructions and Special Instructions to Bidders. The “General Instructions to Respondents” Form PUR 1001 is incorporated by reference and can be accessed at MyFlorida.com or at: [https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf).

### 2.01 Assertion of Confidentiality Regarding Submitted Materials.

- A. If Bidder asserts that any portion of their Bid is proprietary, trade secret, intellectual property, or otherwise confidential (“Confidential Information”) and which Bidder claims as exempt from disclosure under Chapter 119 Florida Statutes, the Florida Constitution or other authority (“Florida Public Records Law”), then Bidder must submit a redacted version of the Bid along with the un-redacted version. The redacted copy shall be clearly titled “Redacted Copy.”
- B. Any relevant and responsive information submitted which is asserted by Bidder to be Confidential Information that Bidder claims as exempt from disclosure from applicable Florida Public Records Law must be clearly marked as such in the un-redacted version of your bid, and either removed from or obliterated in the Redacted Copy.
- C. The Redacted Copy should redact all, but only, those portions of material that Bidder asserts are Confidential Information. Bidder must identify the statutory citation supporting its claim of confidentiality for each and every redaction. Bidder shall not mark the entire Bid as confidential, trade secret or otherwise not subject to Florida Public Records Law. Any Bid with more than fifty percent (50%) of the documents, data or records so marked will be deemed non-responsive and will not be considered.
- D. Failure to identify asserted Confidential Information in bids, 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 bid.

**2.02 Conflict of Interest.** The Bidder 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.

**2.03 Disclosure.** Information will be disclosed to bids in accordance with State statutes and rules applicable to this ITB after evaluations are complete.

### 2.04 Firm Response.

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

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

**2.05 Misrepresentations.** All information submitted, and representations made by the Bidder 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 ITB. A misrepresentation shall be a basis for Department to disqualify the Bidder from participating in this ITB, and any re-bid pertaining to this subject matter (regardless of whether the re-bid resulted from Bidder's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

**2.06 Public Requests for Bids.**

- A. If a public records request for the bids is made, the Department will provide the requestor access to the Redacted Copy, bearing Bidder's assertion of exemption from disclosure. If Bidder failed 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 bid.
- B. If a public records request is made for the un-redacted bids challenging the assertion of Bidder's exemption, the Department will notify Bidder. Bidder 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.
- C. Bidder 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 Bidder's receipt of notice of the public records request.
- D. By submitting its bid, Bidder agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Bidder's failure to promptly protect its claim of exemption.
- E. By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's assertion that the redacted portions of its bid are Confidential Information not subject to disclosure.

**2.07 Qualifications.** The Bidder 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 ITB. The Bidder must provide contact information for references as outlined in the Past Performance/Client References section. Bidders are only qualified for the disposal/processing services if they are permitted by DEP to process waste tires, at the time of submittal.

**2.08 Prime Contractor and Subcontractor.** In accordance with the terms of the Acknowledgment Form, a Bidder may not respond to this ITB as both prime Contractor and as a subcontractor. The Bidder **shall be disqualified** if and to the extent it responds to this ITB as a proposed prime Contractor and has agreed to serve as a subcontractor to any other bidder to this ITB. A Bidder may not disclose to any other Bidder or subcontractor what prices or terms Bidder has included in its bid as a prime Contractor.

All bids to this ITB 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.

## SECTION 3.00 - SCOPE OF WORK

**3.01. Scope of Service.** This Scope of Service will be attached to any Contract that may be executed as a result of this bid as the Scope of Work. By submitting a bid, each Bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this bid, all requirements referencing “Contractor” contained within the Scope of Service below will be applicable to the Bidder should he/she be deemed the successful Bidder.

All services to be performed by, or under the direction of the successful Bidder under any resultant contract, shall meet or exceed the minimum requirement outlined in this bid. 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 requirements and rules, regulations and governance contained in this bid and successful Bidder shall be held responsible therefore.

### 3.02. Introduction.

- A. The Contractor is responsible for performing the Services in strict compliance with the requirements and terms and conditions contained in the Contract.
- B. Objective. All tires retrieved during the project must be promptly removed from site and then processed and properly disposed of in accordance with the resulting contract, unless otherwise mutually agreed to by all parties due to extenuating conditions.
- C. Pricing. Maximum costs associated with “normal” processing/ disposal method shall be provided. Contractor must remove, replace and transport trailers to the designated site, unless otherwise agreed by DEP in writing.

### 3.03. Abatement of illegal waste tires sites throughout the State of Florida.

- A. Tire Quantity – Will be determined upon illegal waste tires sites identification. Work will be conducted on a Task Assignment basis. A site report and scope of work will be provided to contractors with a request for quote for the abatement of identified illegal waste tire sites.
- B. Tire Characteristics - Waste tires to be processed/disposed will have been either abated from illegal waste tire site or collected as part of an amnesty day event.
- C. Tire Size – Predominantly passenger/light truck tires, medium truck and occasionally OTR tires.
- D. Tire Contamination – Waste tires have been exposed to the elements and have the potential to contain both water and sand.

**3.04. Typical Task Descriptions.** The Contractor shall provide waste tire abatement services, on a task assignment basis, which may include any or all of the following described work elements that are required for specific sites. The Task Assignment process is described below.

#### A. Waste Tire Transportation

##### 1. Site Work

- Grade and improve access roads and/or fire lanes.
- Install or repair lighting, water lines, or other utilities needed for site operations.
- Remove non-hazardous solid waste from the site.
- Move waste tires within the site.
- Load and/or haul materials to designated locations.

- Stabilize exposed soils for erosion and storm water run-off control.
- Perform site closure work which may include removal of equipment, grading, mulching, and seeding.
- Obtain local, state, and federal permits, approvals, or exemptions required for work at the site.
- Install or repair fences, gates, and other barriers to prevent access by unauthorized persons to a site or a portion of a site.

## 2. Fire Fighting and Run-off Damage Control

- Install or improve a well or impoundment for firefighting water.
- Stockpile sand, foam, and other materials that would be needed to fight a tire fire.
- Provide taps, piping, valves, and hydrants as needed to implement conditions of a 'Fire Fighting Plan'.
- Install or improve ditches, swales or berms for control of storm or fire fighting runoff water.

## 3. Insect Control

- Control insects at the site through aerial sprays or other means in accordance with the Insect Control Plan.
- Take appropriate measures to protect environmentally sensitive areas from damage through insect sprays.

## 4. Abatement

- Retrieve, load, process, and transport whole or processed tires on or from a designated site, following an abatement plan.
- All waste tires will be transported by a registered DEP waste tire collector according to the method that is described in the Contractor's DEP registration.
- All tires and other waste will be transported according to the DEP-issued registration.
- Dispose of whole or processed tires at an approved DEP processor, disposal site or end user.

## 5. Other Services

- Other services as may be determined by the DEP to be necessary in the performance of task assignments or in support of cost recovery actions.

## B. Waste Tire Processing/Disposal Services

1. All waste tires will be processed according to the method that is described in the Contractor's DEP permit. If the tires cannot be processed for any reason, they must go to an alternate, pre-approved processing facility. Any alternate processing facility or end user must be approved by DEP.
2. All tires and other waste will be processed/disposed of according to the DEP-issued permit.

**3.05. Task Assignment Process.** Work shall be assigned to the successful bidder through the utilization of task assignments. Specific scopes, including tasks and subtasks, deliverables, costs per deliverable (supported by a task budget), due dates for deliverables, performance measures and financial consequences for failure to perform, will be developed for each individual task assignment. The Contractor must have the capacity to accept and execute multiple task assignments on a simultaneous basis. No work on any project shall begin until a task assignment outlining the work and agreed upon cost has been fully executed by both parties.

## **SECTION 4.00 – GENERAL CONTRACT CONDITIONS (PUR 1000)**

The “General Contract Conditions” Form PUR 1000 Per Rule 60A-1.002(7)(a), FAC, “*...in the event of any conflict between Form PUR 1000 and the special conditions [included in the solicitation] ... the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence.*” is incorporated by reference and can be accessed at MyFlorida.com or at [https://www.dms.myflorida.com/content/download/2933/11777/PUR\\_1000\\_General\\_Contract\\_Conditions.pdf](https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf).

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## SECTION 5.00 – RESPONSE FORM

Bidder may submit a Bid for Waste Tire Processing/Disposal, Waste Tire Transportation or both. Pricing information is only required for those services that you are interested in performing. Each section must be completed within each table for the service that the Bidder is interested in performing or the Bid shall be deemed non-responsive and rejected. The Department reserves the right to award to the next lowest responsive Bidder should the lowest total priced Bidder awarded for each service be unable to meet the terms and conditions of the ITB.

WASTE TIRE PROCESSING/DISPOSAL PERMIT	
<b>DEP Permit #</b>	_____

### ORIGINAL TERM – WASTE TIRE PROCESSING/DISPOSAL

TABLE 1 - WASTE TIRE PROCESSING/DISPOSAL		
No.	Deliverable	Price
1	<b>PROCESSING/DISPOSAL PRICE:</b> Provide the price per TON for the processing/disposal of Passenger/Light Truck tires at a permitted facility for waste tires.	<b>PRICE PER TON</b> \$ _____

### RENEWAL TERM – WASTE TIRE PROCESSING/DISPOSAL

TABLE 2 - WASTE TIRE PROCESSING/DISPOSAL		
No.	Deliverable	Price
1	<b>PROCESSING/DISPOSAL PRICE:</b> Provide the price per TON for the processing/disposal of Passenger/Light Truck tires at a permitted facility for waste tires.	<b>PRICE PER TON</b> \$ _____

<b>GRAND TOTAL PRICE PER TON FOR ORIGINAL TERM AND RENEWAL TERM (Table 1 + Table 2)</b>	<b>PRICE PER TON</b> *\$ _____
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Note:

*\* Used for awarding Waste Tire Processing/Disposal*

Signature: \_\_\_\_\_

Name of Bidder /Company: \_\_\_\_\_

Printed/Typed Name of  
Authorized Signatory and Title: \_\_\_\_\_

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

**ORIGINAL TERM – WASTE TIRE TRANSPORTATION**

TABLE 1 - WASTE TIRE COLLECTOR REGISTRATION	
<b>DEP WACS ID #</b>	_____

TABLE 1 - WASTE TIRE TRANSPORTATION		
No.	Deliverable	Price
<b>1</b>	<b>TRANSPORTATION TRAILER PRICE:</b> Provide the price for the loading and the transportation from illegal waste tire site/amnesty day event to the permitted waste tire processing or disposal facility per trailer load of waste tires.	<b>PRICE PER TON PER MILE (\$/ton per mile)</b> \$ _____
	Provide the Trailer Size that will be used for removal of tires from the site: _____ Estimated number of tons transported per trailer load: _____	

**RENEWAL TERM – WASTE TIRE TRANSPORTATION**

TABLE 2 - WASTE TIRE TRANSPORTATION		
No.	Deliverable	Price
<b>1</b>	<b>TRANSPORTATION TRAILER PRICE:</b> Provide the price for the loading and the transportation from illegal waste tire site/amnesty day event to the permitted waste tire processing or disposal facility per trailer load of waste tires.	<b>PRICE PER TON PER MILE (\$/ton per mile)</b> \$ _____
	Provide the Trailer Size that will be used for removal of tires from the site: _____ Estimated number of tons transported per trailer load: _____	

<b>GRAND TOTAL PRICE PER TON PER MILE FOR ORIGINAL TERM AND RENEWAL TERM (Table 1 + Table 2)</b>	<b>PRICE PER TON PER MILE</b> <b>**\$</b> _____
--	--

*Note:*

**\*\* Used for awarding Waste Tire Transportation**

Signature: \_\_\_\_\_

Name of Bidder /Company: \_\_\_\_\_

Printed/Typed Name of Authorized Signatory and Title: \_\_\_\_\_

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

**SECTION 6.00 – PRICE SCHEDULE**

Please provide a NOT TO EXCEED price per ton rates for the tire sizes indicated below. These rates will be used in the resulting Contract on an as needed basis.

**PROCESSING/DISPOSAL PRICE  
(at a permitted facility for waste tires)**

DESCRIPTION	NOT TO EXCEED PRICE PER TON INITIAL TERM (5 YEARS)	NOT TO EXCEED PRICE PER TON RENEWAL TERM (5 YEARS)
<b>SEMI-TRUCK TIRES</b>	\$ _____	\$ _____
<b>OFF THE ROAD (OTR) TIRES</b>	\$ _____	\$ _____

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.*

## SECTION 7.00 - VENDOR FINANCIAL ATTESTATION

Vendors 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., Vendor 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 8.00 - VENDOR RESPONSIBILITY DISCLOSURE

Vendors shall complete and submit answers to the questions set forth below. For each affirmative answer, Vendors 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 Vendor'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 9.00 - VENDOR CONFLICTS OF INTEREST ATTESTATION

This solicitation is subject to Chapter 112, Florida Statutes. Vendors 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 Bidder'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

## SECTION 10.00 - VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION

All Bidders must complete section I. If the Bidder's principal place of business is outside the State of Florida, the Bidder 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. Bidder's Principal Place of Business

*(Please select one)*

- The Bidder's principal place of business is in the State of Florida.
- The Bidder'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 Bidder'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 Bidder'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 Bidder'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]*

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

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

## SECTION 11.00 - 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 s. 287.087, F.S.
- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SECTION 12.00 - VENDOR SCRUTINIZED COMPANIES LISTS ATTESTATION

Per section 287.135, Florida Statutes, agencies are prohibited from contracting with Vendors for commodities or contractual services valued at over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes (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:

The Vendor submitting this Response is not listed on any of the following lists:

- Scrutinized Companies with Activities in Sudan List
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List
- Scrutinized Companies that Boycott Israel List

I understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Vendor to immediate contract termination, civil penalties, attorney's fees, and/or other costs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### SECTION 13.00 - CLIENT REFERENCE FORM

The Vendor shall complete and submit this entire form. Using the form(s) provided in this Section, Vendor shall identify and include three (3) current and/or past clients (for each service if bidding on both), either businesses or governmental agencies, to which the Vendor has provided commodities and/or contractual services of similar scope and size as those identified in the ITB 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 #1**

\*If Vendor has undergone a change of name, ownership, or organization, the name under which the Vendor 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 #2**

\*If Vendor has undergone a change of name, ownership, or organization, the name under which the Vendor 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\***

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**Client #3**

\*If Vendor has undergone a change of name, ownership, or organization, the name under which the Vendor 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\***

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## SECTION 14.00 – BIDDER/SUBCONTRACTOR SUMMARY FORM

<b>SECTION A</b>	<b>BIDDER IDENTIFICATION</b> (to be completed by the Bidder.)
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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

	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®	VETERAN BUSINESS ENTERPRISE (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES OF BIDDER(S)/SUBCONTRACTOR(S)																							

**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 - 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:

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Vendor's Name:

---

Date of Interview:

---

Interviewer:

---

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

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For the next questions, please rate the Vendor's performance using the following scale:

Superior (4)	Excellent (3)	Satisfactory (2)	Fair (1)	Poor (0)
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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?	
4. How would you rate the Vendor's use of adequate personnel in experience?	
5. How would you rate the Vendor's use of adequate personnel in professionalism?	
6. How well did the Vendor adhere to the agreed-upon schedule?	
7. How well did the Vendor adhere to the agreed-upon scope of work?	

– Remainder of Page Intentionally Left Blank –



## SECTION 16.00 – PROPOSED CONTRACT

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2019014 a prospective contractor has agreed to accept the terms and conditions of the contract contained in this Section. The Department reserves the right to make modifications to this contract if it is deemed to be in the best interest of the Department or the State of Florida.

DEP Contract No. \_\_\_\_\_

### PROPOSED CONTRACT

BETWEEN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

*Contractor Name*

THIS CONTRACT is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and *Contractor Name Fill in the address of Contractor* (Contractor), to provide waste tire processing services and/or waste tire transportation services throughout the state of Florida.

NOW, THEREFORE, the parties agree as follows:

### SERVICES AND PERFORMANCE

**1. SERVICES.** Department does hereby retain, and Contractor agrees to provide waste tire abatement services on a Task Assignment Basis (services), as described in ITB 2019014 (“Solicitation”) and Contractor’s response thereto, incorporated herein by reference, and in accordance with **Attachment A**, Scope of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

**2. WORK.**

A. Contractor shall provide the services specified in the Scope (“Work”). Department shall authorize all work assignments by Task Assignment Notification Form (“TA”) or Task Assignment Change Order Form (“TACO”) (copies attached hereto and made a part hereof as **Attachment C and D** respectively.

B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until the Contract, and any necessary Task Assignment Notification Form, Amendments or Change Orders, have been fully executed by both Department and Contractor

C. In the event services are required that are within the general description of services, but are not specifically set out in the Scope, Department and Contractor reserve the right to negotiate the Task Assignments covering performance of those required services.

D. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.

E. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative

dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

### **3. STANDARD OF CARE FOR PERFORMANCE.**

A. Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

B. Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.

C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

### **4. TERM OF CONTRACT.**

A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of five (5) years, inclusive.

B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

This Contract may be renewed, in writing, on 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.

This Contract may not be renewed.

## **COMPENSATION**

### **5. COMPENSATION.**

A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed cost/fee schedule basis up to a maximum of \$3,000,000 for the completion of Work as specified in the Scope.

B. Contractor shall not be compensated for services performed prior to execution of this Contract, nor for services that exceed the funding amount specified herein or in any amendment to this Contract.

**6. ANNUAL APPROPRIATION.** Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

### **7. PAYMENT METHOD.**

A. Contractor shall submit invoices as specified in the Scope. If subcontractors are used, the Contractor shall complete and submit **Attachment C**, Subcontractor Utilization Report Form (**Subcontractor Report**) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.

- B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.
- C. Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.
- D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection  
Division of Waste  
Attn: Michell Smith  
Email address: [Michell.M.Smith@dep.state.fl.us](mailto:Michell.M.Smith@dep.state.fl.us)

E. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written approval of each interim deliverable or the final deliverable specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in **forfeiture** of retainage, if applicable, suspension or termination of remaining work, or the Contractor's **forfeiture** of any unpaid balance for such deliverables.

**8. TRAVEL.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Travel is not authorized under this Contract.
- Travel costs are included in the fixed cost amounts of this Contract.
- Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

**9. SUBCONTRACTOR PAYMENTS AND RELEASES.** In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

A. Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from the Department, excluding the final payment. If the Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.

B. Contractor shall submit, with each invoice for Work where subcontractors or suppliers performed Work during the previous invoice period, lien waivers or other documentation of payment from each subcontractor or supplier for Work done during the previous invoice period.

**10. PROMPT PAYMENT.**

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per section 215.422, F.S.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of

less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, per section 215.422, F.S.

**11. RELEASE OF CLAIMS.** Upon payment for satisfactory completion of any portion of the Work, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the Work, except claims which are specifically exempted by the Contractor to be set forth therein (**Contractor Release**, using **Attachment E**, - Contractor Affidavit/Release of Claims). Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

**12. PHYSICAL ACCESS AND INSPECTION.** As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

B. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,

C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

**PARTY REPRESENTATIVES**

**13. NOTICE.** All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**14. IDENTIFICATION OF CONTRACT MANAGERS.** All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

<u>Contractor</u>	<u>Department</u>
<i>Contractor Name</i>	Department of Environmental Protection
«Contractor_Address»	Financial Management & Procurement Program
«City», «State» «Zip»	2600 Blair Stone Road, MS# 4500
Attn: «Contractor_Contract_Mgr»	Tallahassee, Florida 32399-2400
Phone Number: «Contractor_Phone_Number»	Attn: Michell Smith
Email: «Contractor_Email»	Phone Number: (850) 245-8721
	Email: <a href="mailto:Michell.M.Smith@dep.state.fl.us">Michell.M.Smith@dep.state.fl.us</a>

**15. CHANGE ORDERS AND AMENDMENTS.** Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, method or manner of

performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

### **CONSEQUENCES FOR FAILURE TO PERFORM**

**16. DISPUTE RESOLUTION.** Any dispute concerning performance of the Contract shall be decided as follows:

A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.

B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.

- 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
- 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.

D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.

E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

**17. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.**

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

**18. CORRECTIVE ACTION PLAN.** In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted.

If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

**19. PAYMENT AND PERFORMANCE BONDS.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No Payment or Performance bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of *\$ insert amount*.
- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

**20. LIQUIDATED DAMAGES.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
  - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
  - B. The date of submission shall be the date of receipt by the Department.
  - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
  - D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.

- E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
- F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
- G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

## 21. RETAINAGE

A. Department reserves the right to establish the amount and application of retainage on the Work to a maximum of five percent (5%). Any retainage to be applied shall be specified in the Scope. Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of Work and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for the Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Scope. Department shall provide written notification to the Contractor of identified deficiencies and the Department's intent to withhold retainage on the Work. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.

C. If the Contractor fails to perform the requested Scope, or fails to perform the Work in a satisfactory manner, Contractor shall forfeit its right to payment for the Work and the retainage called for under the entire Scope. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted Work while a Contract is suspended.

E. Except as otherwise provided above, the Contractor shall be paid the retainage associated with the Work, provided the Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph contained herein above.

## LIABILITY

### 22. INSURANCE.

A. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

- i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

- ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
  - \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
  - \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage
- iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

## **23. INDEMNIFICATION.**

A. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida, the Department, and the State of Florida Board of



Trustees of the Internal Improvement Trust Fund, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

B. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or the Department's operation or use of the Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

### **THIRD PARTIES**

**24. SUBCONTRACTING.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Contractor shall not subcontract any work under this Contract.
- A. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

**25. NONASSIGNABILITY.** Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its **Rights and Duties**), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department

may assign the Department's Rights and Duties but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

**26. THIRD PARTY BENEFICIARIES.** This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

## **SUSPENSION AND TERMINATION**

### **27. SUSPENSION.**

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

- 1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2.) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3.) Contractor or subcontractor materially violates safety laws or other constraints;
- 4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- 5.) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

- 1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

### **28. TERMINATION.**

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

## **SPECIAL CONDITIONS**

**29. ADDITIONAL QUANTITIES.** For a period not exceeding the term of this contract, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

*NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph 5, Additional Quantities.*

**30. ADDITIONS / DELETIONS.** During the term of the contract resulting from this bid, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and Contractor.

**31. DISCLOSURE OF LITIGATION.** The contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the contractor, or, to the extent the contractor is aware, any of the contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the contract and extensions thereto, to which the contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

A claim or written allegation of fraud against the contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

## **GENERAL CONDITIONS**

**32. ATTORNEY'S FEES.** In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

**33. CONFLICT OF INTEREST.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

**34. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

### **35. DISQUALIFICATION.**

A. The employment of unauthorized aliens by the Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize

the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

**36. EXECUTION IN COUNTERPARTS.** This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**37. FORCE MAJEURE.** Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

**38. FORUM SELECTION, SEVERABILITY, AND CHOICE OF LAW.** This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

**39. GOVERNMENTAL RESTRICTIONS.** If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

**40. HEADINGS.** The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

**41. INTEGRATION.** This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**42. INTERPRETATION OF CONTRACT.**

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

**43. MODIFICATIONS REQUIRED BY LAW.** Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

**44. MYFLORIDAMARKETPLACE TRANSACTION FEE.**

A. The State of Florida through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to section 287.057(22)(c), F.S., all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

B. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

C. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) is/are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

D. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

**45. NONDISCRIMINATION.**

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

**46. NON-SOLICITATION.** Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

**47. NON-WAIVER OF RIGHTS.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

**48. ORDER OF PRECEDENCE.** In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract;
4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, addenda, and questions and answers; and
6. Contractor's Response to the Solicitation.

**49. OWNERSHIP OF DOCUMENTS.** All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available

upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

**50. P.R.I.D.E.** When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
12425 28<sup>th</sup> Street, North  
St. Petersburg, Florida 33716-1826  
Toll Free: 1-800-643-8459  
Website: <http://www.pride-enterprises.org/>

**51. PUBLIC ENTITY CRIMES.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

**52. PUBLIC RECORDS.** Public Records Requirements (**Attachment G**), as attached to this Contract, are hereby incorporated into the Contract.

**53. RECORD KEEPING AND AUDIT.**

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

**54. REMEDIES.** All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any

single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**55. RESPECT OF FLORIDA.** When possible, the Contractor agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946  
(850) 487-1471  
Website: [www.respectofflorida.org](http://www.respectofflorida.org)

**56. SCRUTINIZED COMPANIES.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

B. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also 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. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**57. TAX EXEMPTION.** Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

**58. General Contract Conditions (PUR 1000).** The Form PUR 1000, General Contract Conditions, is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS). In the event of any conflict between the Form PUR 1000 and any Special Conditions, the Special Conditions shall take precedence unless the conflicting term in the PUR Form 1000 is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.



**59. WARRANTY OF ABILITY TO PERFORM.** Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

**60. WARRANTY OF AUTHORITY.** Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

*Contractor Name*

**Florida Department of Environmental Protection**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

FEID No. «FEID»

List of attachments/exhibits included as part of this Contract:

Specify Type /

Letter                      Description

- Attachment A Scope of Work (\_\_\_ pages)
- Attachment B Rate Schedule (\_\_\_\_\_ pages)
- Attachment C Task Assignment Notification Form (1 page)
- Attachment D Task Assignment Change Order Form (1 page)
- Attachment E Subcontractor Utilization Report Form (3 pages)
- Attachment F Contractor Affidavit / Release of Claim Form (1 page)
- Attachment G Public Records Requirement (1 page)

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## ATTACHMENT A - SCOPE OF WORK

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## ATTACHMENT B - RATE SCHEDULE

– Remainder of Page Intentionally Left Blank –

## ATTACHMENT C – TASK ASSIGNMENT FORM

DEP CONTRACT NO. \_\_\_\_\_ (IF APPLICABLE)

Task Assignment Number: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

**TASK ASSIGNMENT TYPE AND NOT TO EXCEED AMOUNTS:**

FEE SCHEDULE	COST REIMBURSEMENT

TOTAL TASK ASSIGNMENT VALUE \$ \_\_\_\_\_

**Funding Information:**

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

**CONTRACTOR**

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

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

**APPROVED:**

\_\_\_\_\_  
Budget Representative                      Date

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

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

# ATTACHMENT D – TASK ASSIGNMENT CHANGE ORDER FORM

DEP CONTRACT NO. \_\_\_\_\_ (IF APPLICABLE)

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

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

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

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

Description of Change (Use Additional Sheets if necessary):

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

	<u>CHANGE IN TASK TIME</u>
Original Task Completion Date:	_____
Completion Date Prior to This Change:	_____
Net Increase/Decrease in Task Period:	_____
Completion Date with all Change Orders:	_____

**CONTRACTOR** FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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Contract Manager	Date	Contract Manager	Date
------------------	------	------------------	------

APPROVED:

\_\_\_\_\_

Cost Center Administrator Date

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

## ATTACHMENT E – SUBCONTRACTOR UTILIZATION REPORT FORM (If applicable)

**DIRECTIONS:**

Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment.** Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone (850) 245-2361.

DEP Contract No.: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Task Assignment No. (if applicable): \_\_\_\_\_

Invoice Service Period: \_\_\_\_\_

INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
BUSINESS CLASSIFICATION				CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.											
NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

<b>LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD</b>	<b>LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD</b>																						

**SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:**

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number)

## ATTACHMENT F – CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS FORM (IF APPLICABLE)

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  
(name of Contractor)

make this statement on behalf;

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: \_\_\_\_\_

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

(Notary's Signature)

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



## ATTACHMENT G – PUBLIC RECORDS REQUIREMENTS

### 1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

### 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone: (850) 245-2118**

**Email: [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)**

**Mailing Address: Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399**

## SECTION 17.00 – SOLICITATION PROPOSAL CHECKLIST

To ensure that Bidder's bid package can be accepted, please be sure the following items are fully completed and enclosed:

- A. \_\_\_\_ The Solicitation Acknowledgement Form must be completed and signed. If a Bidder fails to submit a completed Solicitation Acknowledgement Form with their bid the Department reserves the right to contact the Bidder by telephone for submission of this document via email. This right shall be exercised when the bid has met all other requirements of the Solicitation. Did you complete the following:
- 1) Vendor Name;
  - 2) Vendor 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 the Bidder submits a bid as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.**
- B. \_\_\_\_ Bidder/Subcontractor Summary Form. List the name of the bidder(s), the name of each intended subcontractor, and indicate the one business category for the Bidder.
- C. \_\_\_\_ Additional Documents - this section of the bid shall contain the following:
- Vendor Financial Attestation;
  - Vendor Responsibility Disclosure;
  - Vendor Conflicts of Interest Attestation;
  - Vendor Principal Place of Business Attestation Form;
  - Vendor Drug-Free Workplace Attestation; and
  - Vendor Scrutinized Companies Lists Attestation.
- D. \_\_\_\_ Client Reference Form
- E. \_\_\_\_ The Response Form must be completed and signed **per service**. **If a Bidder 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) Bidder/Company Name; and
  - 4) Print/Type name of Signatory and Title.
- F. \_\_\_\_ Price Schedule

The Bidder must submit one (1) original and one (1) duplicate electronic copies of the entire bid to the Department in accordance with Section 1.09. The hard copy of the bid shall bear original signatures and be marked as the "Original". The electronic copies of the bid may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject bids submitted in alternate file formats or which contain information different from that in the hard copy of the bid. **If Bidder asserts that any portion of the Bid is exempt from disclosure under the Florida Public Records law, Bidder must submit a redacted version of the Bid as well. This "Checklist" is provided merely for the convenience of the Bidder and may not be relied upon in lieu of the instructions or requirements of this Solicitation.**