



## **Invitation to Bid (ITB)**

**For**

# **Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)**

**ITB 2021012**

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## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

# 1 Introduction

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The Florida Department of Environmental Protection (the Department or DEP) hereby issues this Invitation to Bid (ITB) to contract for Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP), 15402 U.S. 301 North, Thonotosassa FL 33592. The Solicitation will be administered through the Vendor Bid System (VBS). Respondents interested in submitting a Response must comply with all of the terms and conditions described in this ITB.

## 1.1 Solicitation Objective

The Department intends to enter into a contract using the Attachment 1, Draft Contract, for Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP), hereby incorporated by reference. The Department intends to make a single award, however the Department reserves the right to award to one Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.

## 1.2 Background and Program Information

The Department's Division of Recreation and Parks is seeking Operation and Maintenance Services for the Drinking Water & Wastewater Treatment Plant (WWTP) Services at Hillsborough River State Park.

Section 403.867, F.S. requires anyone who operates a drinking water treatment plant, domestic wastewater treatment plant and/or water distribution system to be licensed by DEP. A Class C (or higher) Drinking Water and/or Wastewater Treatment Plant Operator license is required.

## 1.3 Anticipated Contract Term & Renewals

The initial term of the Contract will be three (3) year(s) with up to three (3) renewal year(s). At the discretion of the Department, the Contract may be renewed subject to the terms and conditions specified in the Contract.

## 1.4 Definitions

The "General Contract Conditions" Form PUR 1000 (PUR 1000) and "General Instructions to Respondents" Form PUR 1001 (PUR 1001), found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), are hereby incorporated by reference and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms). The following definitions apply to this ITB:

**Business Days** - Monday through Friday, inclusive, except for State government holidays.

**Confidential Information** - Any documents, data, or records that are confidential and not subject to disclosure pursuant to Chapter 119, Florida Statute (F.S.), the Florida Constitution, or any other authority.

**Contract** - The agreement that results from this competitive procurement, if any, between the Department and the Contractor.

**Contractor(s)** - The Respondent(s) that will be awarded a Contract pursuant to this Solicitation.

**Respondent** - an entity that submits a Response to this ITB.

**State** - The State of Florida.



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**1.5 Draft Contract Terms**

Awarded Respondent(s) must provide the contractual services sought by this ITB in accordance with the terms, conditions, and Scope of Work detailed in the Contract. All Respondents should carefully review Attachment 1, prior to submission of a Response. Any questions related to the Contract should be submitted as a formal question in accordance with the instructions contained in this ITB.

**1.6 Procurement Officer**

The Procurement Officer is the Department’s sole point of contact for information regarding this ITB from the date of release until an Agency Decision is posted on the VBS. Violation of this provision may be grounds for rejecting a Response.

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at

[http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) in accordance with Section 2.3.1.2 below.

The Department will not talk to any Respondents or their agents regarding a pending solicitation. Questions will NOT be answered via telephone.

**1.7 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department’s Procurement Officer. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting.

**1.8 Timeline of Events**

The following schedule will be strictly adhered to in all actions relative to this Solicitation. The Department reserves the right to modify this schedule and will notify participants in the Solicitation by posting an addendum to this Solicitation on VBS. It is the responsibility of the Respondent to check VBS on a regular basis for such updates.

<b>Event</b>	<b>Date</b>	<b>Time*</b>	<b>Location/Method</b>
<b>ITB Advertised</b>	4/15/21	N/A	Vendor Bid System
<b>Questions Due</b>	4/26/21	5:00 PM	Email to Procurement Officer
<b>Answers Posted (Anticipated)</b>	On or about: 05/03/21		Vendor Bid System
<b>Responses Due</b>	5/10/21	3:00 PM	Department of Environmental Protection DEP Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
<b>Public Opening</b>	5/11/2021	10:00 AM	Teleconference by calling 888.585.9008 Conference Room Number 617.871.258. The number will be active 5 minutes before the meeting.



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<b>Award Date (Anticipated)</b>	On or about: 6/1/21	Vendor Bid System
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\*All times are Eastern Time Zone.

**1.9 List of Attachments and Forms**

The Attachments and Forms below are incorporated by reference. Copies of these documents are available in the VBS advertisement that accompanies the ITB posting. If a Form requires electronic completion or filling in, such as a Microsoft Excel spreadsheet, an electronic copy can be obtained by contacting the Procurement Officer.

<b>Attachment</b>	<b>Title</b>
1	Draft Contract

<b>Form</b>	<b>Title</b>
A	Business Response Form
B	Foreign State Preference Opinion Form
C	-RESERVED-
D	Price Sheet
E	Award Preference Form



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## 2 ITB Process

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### 2.1 Vendor Responsibilities

Vendors should carefully read the entire ITB, all attachments, and any addenda before submitting a Response. Vendors interested in submitting a Response must comply with all instructions, terms, and conditions of this ITB to be considered for Award.

Vendors are responsible for understanding all terms and conditions of this ITB, its attachments, addenda, and proposed resulting Contract. If a Vendor does not understand these requirements, Vendor should submit formal questions to the Department in accordance with Section 2.3.1.2.

### 2.2 Who May Respond

Vendors who possess the financial capability, experience, and personnel resources described in this ITB are invited to submit Responses. Vendors on the Convicted, Suspended, Discriminatory Vendor List(s), and/or the Scrutinized List(s) of Prohibited Companies may not submit a Response.

### 2.3 Overview of the ITB

The ITB is a method of competitively soliciting a commodity or contractual service under Chapter 287, F.S. The ITB process involves three phases: Solicitation, Minimum Mandatory Requirement Review and Evaluation.

#### 2.3.1 Solicitation Phase

##### 2.3.1.1 Pre-Response Conference and Site Visit (If Applicable)

The Department may hold an optional or mandatory pre-response conference or site visit as part of the process as indicated in Section 3.2.

Anyone attending a pre-response conference or site visit is required to register their attendance in a means provided by the Department at the time and location of the meeting. **Respondents who fail to attend or who are not represented at a mandatory conference or site visit will be determined Non-Responsive.**

**Note:** *Any answers to questions given at any conferences or site visits are not binding and do not alter the ITB. Only questions submitted in accordance with the instructions below and answered on the VBS are considered binding.*

##### 2.3.1.2 Question and Answer Period

Respondents may submit questions regarding the terms, conditions, and requirements of the ITB to the Procurement Officer via email by the deadline listed in the Timeline, Section 1.8 of the ITB.

Questions will not constitute a formal protest of the specifications or of the Solicitation. Answers to questions will be posted on the VBS.

All emails shall have the Solicitation number in the subject line. The Department recommends that questions be submitted in the following format:



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ITB Section	ITB Page #	Question

### 2.3.1.3 Submission of Responses

Once the Department posts the answers to the questions, Respondents may begin submitting Responses as indicated in Section 3.4; however, Respondents are encouraged to submit their Responses no earlier than five (5) days prior to the submission deadline. Responses must be submitted by the deadline listed in the Timeline above.

### 2.3.1.4 Public Opening

The Department will open the Responses in a public meeting at the date, time, and location noted in the Timeline, Section 1.8. The Procurement Officer will review the entire Response to ensure that all required volumes were timely submitted, however prices will not be read aloud at the public opening.

## 2.3.2 Minimum Mandatory Requirement Review Phase

### 2.3.2.1 Administrative Review

All responses will be reviewed by the Procurement Officer to ensure that Responses contain all mandatory Forms and are complete. Complete Responses may be sent to the Program Area for their qualifications review, if any.

### 2.3.2.2 Responsibility Review

The Department will review the Responsibility section of the Respondent’s Business Response Form, Form A, for affirmative responses and attached documentation, if any. Answers in the affirmative are not, in themselves, grounds for declaring a vendor as Non-Responsible; the Department may seek additional clarification and decide whether the circumstances of the case warrant declaring a Respondent Non-Responsible. Respondents deemed Non-Responsible are **not eligible for Contract Award**.

### 2.3.2.3 Qualifications Review (if any)

If the Department requires the Respondents to submit documentation as evidence of qualifications, the Department will review said documentation to ensure it supports the minimum qualifications outlined in Section 1.2.

## 2.3.3 Evaluation Phase

### Price Sheet Evaluation

The Procurement Officer will review and compare the Price Sheets of the Respondents who are determined to be responsible and develop the recommendation of award based on the lowest total price (LTP) as described on the Price Sheet, Form D.

## 2.4 Conformance to Requirements

In order to be considered for Award, Responses submitted to the Department must conform in all material aspects to the requirements included in this ITB. Responses failing to conform in all material aspects to the requirements included in this ITB are Non-Responsive and are not eligible for Award, at the sole discretion of the Department.





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### 2.5 Limitation on Vendor Contact with Agency During Solicitation Period

Respondents to this Solicitation or persons acting on their behalf may not contact, between the release of the Solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this Solicitation, except in writing to the Procurement Officer or as provided in the Solicitation documents. Violation of this provision may be grounds for rejecting a Response.

### 2.6 Addenda/Amendments to the ITB

The Department reserves the right to modify this ITB by issuing addenda and/or amendments. All changes to the ITB will be made through addenda or amendments posted on the VBS. It is the responsibility of the Respondent to check for any changes on the VBS. Issuance of written Addenda and/or amendments is the only method by which a solicitation may be modified.

### 2.7 Contract Formation

The Department will issue a notice of award, if any, to successful Respondent(s). No contract shall be formed between the Department and the awarded Respondent until both parties sign the Contract. The Department will not be liable for any costs incurred by a Respondent in preparing or producing its Response or for any work performed before the Contract is effective.

The Contract will consist of the Draft Contract as attached, which will incorporate the Statement of Work/Technical Specifications, below in Section 4, relevant portions of the Response submitted by the awarded Respondent (if any), and the Price Sheet submitted by the awarded Respondent. If there is any discrepancy between the Statement of Work/Technical Specifications and the incorporated relevant portions of the Response, the terms most favorable to the Department shall prevail.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Response, except those identified in the Contract. The Respondent shall bring any perceived inconsistencies among any of the provisions of the ITB and its attachments to the attention of the Department prior to the submission of its Response. At any time during the Solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract. The Contract that results from this Solicitation will be posted on the Florida Accountability Contract Tracking System (FACTS) website in accordance with section 215.985, F.S., "Transparency Florida Act."

### 2.8 Disclosure of Response Contents

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with Section 2.9. Once the Procurement Officer opens the Response, the Response may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S.

### 2.9 Withdrawal of Responses

The Respondent may withdraw or modify a Response at any time prior to the due date by submitting a request to the Procurement Officer.



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### 2.10 Administrative Cure Process

In the interest of maximizing competition, the Response qualification and cure process seeks to minimize, if not eliminate, Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Response that are identified in the Minimum Mandatory Review Phase. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the ITB and allow for the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures made pursuant to this section will be accepted by the Department.

### 2.11 Clarification Process

The Department may request clarification from the Respondent for the purpose of resolving ambiguities or questioning information presented in the Response. Clarifications may be requested throughout the Solicitation process. The Respondent's answers to requested clarifications must be in writing and must address only the information requested. Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department in the requested clarification.

### 2.12 Information from Other Sources

The Department reserves the right to seek information from outside sources regarding the Respondent, the Respondent's offerings, capabilities, references, and the Respondent's performance, if the Department determines that such information is pertinent to the ITB. The Department may consider such information throughout the Solicitation process including, but not limited to, determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to the Solicitation.

### 2.13 Firm Response

The Department may make an award within one hundred and eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within one hundred and eighty (180) days, the Response shall remain firm until either the Department awards the Contract, or the Department receives from the Respondent written notice that the Response is withdrawn. Any response that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

### 2.14 Right to Reject

The Department may reject any Response not submitted in the manner specified by the Solicitation documents. Respondents whose past performance, current status, or Response does not reflect the capability, integrity, or reliability to fully, and in good faith, perform the requirements of Contract may be rejected as Non-Responsible and are **not eligible for Award**.

### 2.15 Cancellation, Non-Award, and Withdrawal

When the Department determines that it is in the best interest of the State, it reserves the right to:

- Cancel this Solicitation.
- Make no Award and reject all responses.
- Withdraw the Solicitation at any time, including after an award is made.



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- 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 Contractor(s) fails to execute the contract.
- Re-procure services.

### 2.16 Misrepresentations

All information submitted, and all representations made, by the Respondent in a response may be relied upon by the Department in determining Responsibility of a Respondent for Award. Any misstatement or omission, whether intentional or not, may be treated by the Department as a fraudulent concealment of the true facts relating to the Response. Such misrepresentation will be a basis for the Department to disqualify the Respondent as Non-Responsible, and bar the Respondent from participation in any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and may be punishable under law, including, but not limited to, Chapter 817, F.S.

### 2.17 Licensure & Registration

Prior to the execution of a Contract, the selected Respondent must be properly licensed to do business within the State, and all entities must be appropriately registered with the Florida Department of State, if required by federal or state law.

### 2.18 Replacement and Alternate Responses

The Department will only consider one (1) Response per Respondent, unless otherwise indicated in Section 3. Respondents may submit revised Responses at any time prior to the Response Due Date as specified in the Timeline of Events. Revised Responses must include a statement, signed and dated by an Authorized Signatory, withdrawing all prior Responses from the Respondent. Alternate commodities and/or contractual services may be proposed only if permitted in accordance with the instructions contained in this Solicitation. The Department is under no obligation to consider alternate commodities and/or contractual services to those requested in this Solicitation if not specifically requested as part of a Response and may reject a Response making such offers as Non-Responsive.

### 2.19 Exclusivity

This Solicitation will not result in an exclusive license to provide the commodities and/or contractual services described in this Solicitation or the resulting Contract. The Department may, in compliance with applicable laws, contract with other vendors to provide the same or similar commodities and/or contractual services if the Department determines that doing so will serve the State's best interests.

### 2.20 Diversity

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

The Office of Supplier Diversity (OSD) has been established within the Florida Department of Management Services (DMS) to certify qualifying minority-owned, veteran-owned, and woman-owned business enterprises (CBEs). CBEs are encouraged to participate in the State's procurement process as



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both prime Respondents and subcontractors. Non-CBE Respondents are encouraged to partner with CBEs for Contract performance.

### 2.21 Bid Protests

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

Documents received after normal working 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)



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### 3 Response Instructions

This section contains the General Instructions and Special Instructions to Respondents. The “General Instructions to Respondents” Form PUR 1001 is incorporated by reference and can be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

The terms of the PUR1001 are controlling for this ITB, except for the following sections, which are inapplicable:

**Section 3. Electronic Submission of Responses**

Responses shall be submitted in accordance with Section 3.4 of this Solicitation.

**Section 5. Questions**

Questions shall be submitted in accordance with Section 2.3.1.2 of this Solicitation.

**Section 14. Firm Response.**

This paragraph is superseded by Section 2.13 of this Solicitation.

**Section 15. Clarifications/Revisions.**

This paragraph is superseded by Section 2.11 of this Solicitation.

**Section 16. Minor Irregularities/Right to Reject.**

This paragraph is superseded by sections 2.10 and 6.1 of this Solicitation.

**Section 17. Contract Formation.**

This paragraph is superseded by Section 2.7 of this Solicitation.

**Section 20. Protests.**

This paragraph is superseded by Section 2.21 of this Solicitation.

#### 3.1 MyFloridaMarketPlace (MFMP) Vendor Registration

Prior to execution of the Contract by the Department, the Contractor must be registered with MFMP. Information about the registration process is available on, and registration may be completed at <https://vendor.myfloridamarketplace.com/>.

Prospective vendors who do not have internet access may request assistance from MFMP Customer Service within DMS.

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

Code	Title
76121701	Sewage Treatment Services
83101506	Water Treatment Services



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### 3.2 Pre-Response Conferences and/or Site Visits

The Department will not hold a scheduled Pre-Bid Conference or Site Visit. However, the Department encourages prospective Bidders to visit Hillsborough River State Park to become familiar with any local conditions, which in any manner may affect the work to be done or affect the equipment, materials, labor and services required. No allowances will be made to the Bidder because of a lack of knowledge of conditions or requirement and will not relieve any liabilities and obligations.

Hillsborough River State Park is located at 15402 US Highway 301 North, Thonotosassa, Florida 33592. All visits must occur between 8 a.m. – 3 p.m. (ET). The WWTP site is highlighted on the attached Exhibit H – HRSP - WWTP of the Draft Contract.

Your visit will be an independent self-guided tour. No questions or information pertaining to this solicitation will be addressed during this time. Any questions must be submitted in accordance with Section 2.3.1.2 of this Solicitation.

### 3.3 Submission of Responses

Respondents shall deliver Responses to the Department’s office designated in the Timeline of Events before the date and time specified. Any Response that is received after the exact time specified in the Timeline of Events is late. Late Responses, as well as Responses submitted through email or by facsimile, are Non-Responsive and will not be evaluated. All Response materials must be packaged so that each box shipped to the Department does not exceed 25 pounds.

Response packages must be marked to show the Respondent's name and address, the Solicitation number, and the date and time Responses are due. If multiple packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

### 3.4 Response Content Requirements

Respondent’s Responses must be submitted in hard and electronic copies divided into volumes containing the information specified below:

Volume	Name	Copies
Volume I	Business Response	One (1) Original
Volume II	Price Sheet	One (1) Original
CD/DVD/USB	Electronic Copy of Response	One (1) copy of each Volume
CD/DVD/USB	Redacted Electronic Copy of Response (if applicable)	One (1) Redacted copy of each Volume

#### 3.4.1 Volume I, Business Response

Respondents must prepare a Business Response volume in the order outlined below.

Volume I	Business Response	Page Limit
Tab A	Executive Summary	Two (2)
Tab B	Required Forms	None
Tab C	DEP Drinking Water/Wastewater Treatment Operator License	None



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### 3.4.1.1 Tab A: Executive Summary

Respondents must prepare and include an Executive Summary that summarizes the key points from the Respondent's Business. The Executive Summary must begin with company/division's street address; and size of business, CBEs status, and a summary of the key points from the Respondent's Response. If the Respondent is a current or former Contractor to the Department, the Respondent will notify the Department of the contract number and the Department's contract manager in its Executive Summary.

### 3.4.1.2 Tab B: Required Forms

Respondents must complete and submit Form A, Business Response Form and Form B, Foreign State Preference Opinion Form.

### 3.4.1.3 Tab C: DEP Drinking Water/Wastewater Treatment Operator License

A Class C (or higher) Drinking Water/Wastewater Treatment Operator License is required to operate the plant according Florida statute and Permit requirements. Contractor must provide a copy of the aforementioned license of all employee(s) that will perform work as required.

### 3.4.2 Volume II, Price Sheet

The Respondent must complete and submit the Form D, Price Sheet, using the instructions provided.

The Price Sheet is to be organized as directed on the Form and must contain complete responses to all items. If a portion of any section is omitted, the Price Sheet may be deemed non-Responsive at the sole discretion of the Department.

## 3.5 Economy of Presentation

Responses must be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this Solicitation without the use of marketing materials, white papers, fancy or flashy graphics, case studies, or other promotional materials. The emphasis of each Response should be on completeness and clarity of content.

## 3.6 Confidential Response Materials and Redacted Submissions

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt under Chapter 119, F.S., or other authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted copy of the materials the Respondent claims as Confidential Information or exempt and in an index, as described in Section 3.6.1.

The Respondent shall mark the unredacted version of the document as "Unredacted version – contains Confidential Information" and place such information in an encrypted electronic form or a sealed separate envelope.

### 3.6.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent shall mark the cover of the redacted copy with the Respondent's name, Department's solicitation name, and number, and the words "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are Confidential Information or exempt from Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential



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Information or exempt from Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent should submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. In addition, the Department will follow the procedures described in Attachment 4, Public Records Requirements, of the Draft Contract.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.





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### 4 Scope of Work

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#### 4.1 Scope of Work

The Contractor shall provide Drinking Water Treatment and Operation and Maintenance Services for Wastewater Treatment Plant (WWTP) at Hillsborough River State Park (HRSP) .

Drinking Water Treatment. Potable water at Hillsborough River State Park is provided by a permitted, non-transient non-community Public Water System (PWS) Permit #6290793. The type of water treated by the plant is Raw Ground Water from well. A Class C (or higher) Drinking Water and/or Wastewater Treatment Plant Operator license is required to operate the plant according to Permit requirements.

Operation and Maintenance Services for WWTP at HRSP. The Contractor's services shall include all requirements stipulated in the current Operating Permit #FLA012610, for this facility including all DEP rules, Florida Statutes, county and local regulations pertaining to the operation and maintenance of wastewater facilities, and related appurtenances.

This section contains the Scope of Work that will be required in any contract that may be executed as a result of this bid. By submitting a response, each Bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this Solicitation, all requirements referencing "Contractor" contained within the Scope of Work below shall 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 requirements outlined in this Solicitation. Under no circumstances shall services meeting less than the minimum service 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 any requirements, rules, regulations, and governance contained in this Solicitation and the successful Bidder shall be held responsible therefore. Quality assurance requirements in Exhibit D of the attached Draft Contract must be followed for measurement, collection and analysis of water quality samples.

#### 4.2 Contractor Responsibilities

A. Deliverables. The Contractor shall provide the following deliverables, to include but are not limited to those listed below:

**Item 1 – Drinking Water Treatment Plant.**

During, but not limited to, the hours of 8:00 a.m. to 5:00 p.m. (ET), the Contractor shall provide routine services six (6) days per week to the plant which shall be performed by at least a Class C (or higher) Operator. The Contractor shall provide all labor, parts and equipment necessary to perform the tasks required under the contract.

Tasks:

1. Comply with all conditions specified within the current PWS Permit #6290793, and any subsequent permit, (herein referred to as the "PWS Permit") and Standard Operating Procedures for the facility.



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

2. Comply with all Department rules, Florida Statutes, county and local regulations pertaining to the operation and maintenance of drinking water treatment plant.
3. Notify the Department, by written notice to both the District and Contract Manager's offices, of changes in Department rules, Florida Statutes, county and local regulations as they apply to plant permitting or operations.
4. Become familiar with all PWS Permit requirements, Department rules, Florida Statutes, county and local regulations that affect the above referenced State Park. In addition, the Contractor shall advise and make recommendations to the Department on matters concerning the operation of the facilities and shall provide written notification to the Department of any and all deficiencies encountered that may result in a notice of non-compliance or operating permit violation. This notification shall include the observation of the deficiencies, recommend corrections, and cost estimates. Said notification shall be delivered to Hillsborough River State Park Administration and the District 4, Administration Office, for review and approval. In the event, that the Department shall receive a notice of non-compliance or of potential violation, written notice shall be given to the Contractor.
5. Contractor shall record and maintain all site records as required by the current PWS Permit conditions (i.e., record all chlorine levels during each visit).
6. Contractor shall submit supplemental copies of recorded documents and monthly operating reports to the Contract Manager.
7. Contractor shall collect all of the Department's required water samples to include coliform testing at the rate of five (5) per month, bacteriological testing on a quarterly basis, nitrate nitrogen, and nitrite at the rate of one per year. All samples shall be collected and transported for analysis to the Department's approved laboratory for testing. All results must be submitted to the Contract Manager upon receipt.
8. Provide services in accordance with PWS Permit concerning Boil Water Notices and related testing. This shall include issuing and rescission of any necessary boil water notice and required laboratory testing and communication on behalf of the Department to Hillsborough County Environmental Protection Commission. Notices and water testing results must be submitted to the Contract Manager upon receipt.

### **Item 2 – Wastewater Treatment Plant and Effluent Disposal Systems Operation.**

During, but not limited to, the hours of 8:00 a.m. to 5:00 p.m. (ET), the Contractor shall **provide routine service visits 6 days per week** to each plant (checking in and out with the ranger station upon entry and exit of Park) which shall be performed by at least a Class C (or higher) Operator, and routine maintenance to plants or lift stations which does not require additional charges and extensive labor beyond thirty (30) minutes per visit per plant or lift station.

The Contractor shall provide all labor, parts and equipment necessary to perform the tasks required within this Scope of Work. Comply with all conditions specified within the current Permit



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

#FLA012610, and any subsequent permit, (herein referred to as the "Operating Permit") for each WWTP facility The Contractor's services shall include all the Department requirements stipulated in the current Operating Permit and the Standard Operating Procedure Manuals (SOP), in order to operate the WWTP facilities efficiently and reliably and to maintain the facilities according to the current (or any subsequent) Permits.

The Contractor shall keep current all logs required by Operating Permit and an on-site log, which shall include the date of service, time in/time out, the plant serviced, description of service, parts used, etc.

### Tasks:

1. Comply with all conditions specified within the Operating Permit for each facility.
2. Comply with all Department rules, Florida Statutes, and county and local regulations pertaining to the operation and maintenance of wastewater facilities, systems of treatment and control, and related appurtenances.
3. Notify the Department, by written notice to both the District and Contract Manager's offices, of changes in Department rules, Florida Statutes, county and local regulations as they apply to plant permitting or operations.
4. Become familiar with all Permit requirements, Department rules, Florida Statutes, and county and local regulations, which affect the above referenced State Park wastewater facilities. In addition, the Contractor shall advise and make recommendations to the Department on matters concerning the operation of the facilities and shall provide written notification to the Department of any and all deficiencies encountered that may result in a non-compliance operating violation. This notification shall include the observation of the deficiencies, recommended corrections, and cost estimates. Said notification shall be delivered to the Department's Contract Manager for review and approval. In the event that the Department shall receive a notice of non-compliance or of potential violation, written notice shall be given to the Contractor.
5. Provide, and maintain on site, records as required by all Operating Permit conditions. The Contractor shall submit supplemental copies of record documents and Monthly Operating Reports (MOR) to the Department Contract Manager.
6. Inspect and maintain the facility's equipment, practices, and operations regulated or required by all Operating Permit conditions.
7. Perform all other routine operation and maintenance tasks for the facilities and lift stations as part of the monthly service and included in the monthly fee such as, but not limited to, the following:



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

**The Contractor is responsible for providing all required tools and will not request the use of Department equipment to complete the required tasks.**

- a) Operate the wastewater facilities according to the manufacturer's specifications and pursuant to the Federal, State, county, and local regulatory rules with particular attention to Florida Laws, Chapter 403 and the Florida Administrative Codes, 62-600, 62-604, 62-610, 62-611, 62-640, and other applicable sections;
- b) Inspect and lubricate all equipment which requires lubrication in accordance with the manufacturer's specifications and recommendations;
- c) Supply, monitor, and record chlorine feed and effluent residuals regularly (chlorine tablets shall be supplied by the Contractor at the price stipulated in the Contract) this includes cleaning and adjusting Chlorine Feed injector. Cleans and clears chlorine feed pipes as necessary. Removes, repairs, or replaces pumps as required. Remove obstructions from suction and discharge side of pumps;
- d) Replace motor/blower belts when required (labor and parts furnished by the Contractor);
- e) Clean blower filters on a regular basis;
- f) Repair minor electrical and plumbing problems; this includes operator maintaining, adjusting, repairing or replacing pump floats, check valves electrical wiring and electrical control panel components;
- g) Perform minor repairs of pump station equipment and controls;
- h) Maintain proper adjustment of all apparatus controls; this includes adjusting, repairing or replacing electrical relays, circuit breakers, time clocks and other components as required;
- i) Record the daily flow in gallons per day;
- j) Record the pH of effluent;
- k) The Contractor shall individually check and clean all air diffusers, blowers and skimmers as required, then adjust aeration as required to maintain plant balance for each plant as needed;
- l) Check sludge return;
- m) Transfer sludge as required to various plant components and concentrate into the digester as necessary to maintain plant operating efficiency for each plant;
- n) Mechanically check standby equipment weekly;
- o) Clean and hose down plants regularly to maintain good housekeeping of the facilities and remove all unsightly debris and materials from the facility area(s) within the Park on a regular basis; this includes operator brushing walls, piping, overflow weir and scum baffle in final clarifiers. Operator maintains general appearance of plant surface and piping;
- p) Provide all sludge removal services as needed.



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

- q) Provide for emergency standby pumping services for the facilities (inclusive of all necessary equipment, materials, notifications, and labor) in the event that an unusual occurrence makes it necessary to immediately pump out a plant to prevent untreated wastewater from improperly escaping into the environment. The Contractor shall perform this function to the best of the Contractor's ability considering the circumstances surrounding the unusual occurrence, and such occurrences shall qualify this as an emergency service.
  - r) Remove all contaminated trash (i.e. gloves, lime, bags and skimmed solids) weekly and dispose of offsite.
  - s) Provide sampling and testing of spray field(s) as required by the Operating Permit and twice per year at seasonal high and seasonal low for bacteriological and nitrate content pursuant to EPC Case # LEP08-012 dated July 7, 2010. Results shall be delivered to DEP's Contract Manager.
8. Provide sampling, testing, results, and monitoring of any substances or parameters at any locations reasonably necessary to assure compliance with the Operating Permit conditions or Department rules.
9. Protect the Department from any conditions, which may result in non-compliance with Department rules, Florida Statutes, or county or local regulations to the extent possible. Inform the Contract Manager immediately and in writing upon recognition of a problem.
10. Maintain a copy of the current Operating Permit on site.
11. Maintain monitoring and record keeping as required by the Operating Permit conditions, Department rules, county and local regulations.
12. Prepare response for any deficiencies identified by permitting agencies for the Contract Manager's review once Project/Contract Manager approves response, Contractor is responsible for sending requested information to permitting agency in advance of deadline set by permitting agency.
13. Respond to Contract Manager's request for information/follow up promptly (not to exceed 4 days).

### **Repairs for Wastewater Facilities.**

The Contractor shall make all repairs as necessary to assure that the facilities and lift stations are operating efficiently, reliably, and in accordance with all requirements of the Department and the Department Operating Permit. When the Contractor deems a repair necessary, the Contractor shall prepare a detailed cost estimate based on the fee schedule rates stipulated in this Contract for labor, actual cost of parts needed to make the repair. The Contractor shall initiate the approved repairs within forty-eight (48) hours of said approval. Upon completion of repairs, the Contractor shall document the work performed as is required by the Department Operating Permit and other on-site service logs.



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

### **Major Repairs.**

A major repair is defined as any repair that is not considered routine maintenance and exceeds the threshold of \$1,000. Should a major repair be required for any of the wastewater plants or lift stations, the Contractor must provide a written proposal of recommended/required repairs as necessary to assure that the facility is operating properly and efficiently in accordance with all requirements of the Department, the Operating Permit, and local regulations. The District 4 Office and the Contract Manager will make the determination if the repair will be authorized for the Contractor to complete.

### **Emergency Service Calls.**

The Department shall contact the Contractor immediately when an emergency call is needed. The Contractor shall also notify the Department immediately in the event of a facility emergency. The Contractor and the Department shall make entries into a log which shall include: 1) the date and time the problem was discovered, 2) a description of the problem, 3) the date and time the Contractor was notified, 4) the date and time the Contractor arrived at the specified facility, 5) the date and time the Contractor departed, and 6) a summary of the steps taken to rectify the problem. The Contractor shall respond to all emergency calls which occur during normal working hours (Monday - Friday 8:00 a.m. to 5:00 p.m.) within three (3) hours of notification by the Department (see Exceptions below.); to those which occur after normal working hours, Monday through Friday, within three (3) hours after notification by the Department; and to those emergency calls which occur during weekend and holidays, within three (3) hours after notification by the Department. The Contractor and the Department shall simultaneously log the time the Department contacted the Contractor for an emergency service call and the time the Contractor arrives on-site for documentation of the above time requirements. The Department representative logging these times shall contact an on-site representative to witness said times of notification call and Contractor arrival at the site. The Contractor shall invoice the Department for after normal working hours, weekend and holiday emergencies based on the applicable hourly rate indicated in the Contract and the actual cost of any parts used to rectify the problem.

### **Exceptions to Emergency Service Calls.**

Repairs which require special tools, equipment and extensive labor (beyond a 30-minute visit per plant) resulting from normal wear and tear are not considered emergency services. (Contractor is responsible for providing all required tools and will not request use of Department equipment to complete required tasks.) Invoices for such repairs shall be based on labor rates for "Repairs" as specified in the Contract.

### **Additional Services.**

When requested by the Department, the Contractor shall advise and recommend, in writing to the Department, any needed improvements. Invoices for such repairs shall be based on labor rates for "Repairs" as specified in the Contract.



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

**B. Completion Criteria and Date.** The Contractor shall invoice the Department for these services on a monthly basis, in arrears at the fee schedule rate as stipulated in the Contract. Prices shall include all labor, equipment, and materials needed to ensure the system is operating efficiently, reliably, and within legal requirements to perform the tasks required under the contract. Any additional costs for repairs and parts needed to maintain the facilities shall be invoiced separately on a cost reimbursement basis - the actual cost of the parts, labor charges (as indicated on Attachment 5 Price Sheet), plus the 15% handling charge as indicated in the Contract.

### 4.3 Department's Responsibilities

In addition to items listed above in this Scope of Work, under this contract, the Department will inspect and accept or reject deliverables, and pay the invoices.

### 4.4 Enforcement (Liquidated Damages)

Due to the fact that time is of the essence the Contractor's response to emergency response calls, and due to the fact that the damages suffered by the Department as a result of tardiness by the Contractor in emergency situations cannot be accurately calculated, the Department and the Contractor agree that the following is a reasonable estimate of the damages that will be suffered by the Department for failure of the Contractor to respond to an emergency service call within the time period specified in Section 3.00. The Department shall assess a \$50.00 per hour charge to the Contractor for each hour, or portion thereof, to be prorated at the beginning of each 15-minute interval beyond the allowable time period, during which the Contractor has not appropriately responded. The total amount of this assessment shall be charged against the total invoice for the emergency service call.



## Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)

### 5 Award

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#### 5.1 Basis of Award

A Contract may be awarded to the responsible and responsive Respondent(s) who submits the lowest responsive bid, considering the Adjusted LTP (see section 5.2 below), if applicable.

The Department reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

Responses that do not meet all requirements, specifications, terms, and conditions of the Solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described or provide commodities as in this ITB as deemed necessary during the ITB or after contract award.

#### 5.2 Florida-Based Business Preference

As required by section 287.084, F.S., if this is a Contract for personal property (i.e., commodities) and the lowest bid price, as determined in accordance section 2.3.3 above, is from "a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference" (hereafter, "Out of State Preference") "for the purchase of such personal property to a person whose principal place of business is in such state," then the Department shall award the Out of State Preference to the lowest responsible and responsive vendor having a principal place of business within Florida.

If there is no Out of State Preference, then the Department shall award a preference of 5%. This shall be calculated by the following formula to each Out of State Vendor whose LTP is lower than the lowest Florida-based vendor:

$$LTP_{\text{Out of State Vendor}} \times 1.05 = \text{Adjusted LTP}$$

#### 5.3 Award Preferences for Equal Scores (Ties)

In the event that the Department's evaluation results in a Tie, the Department will provide Form E, Award Preference Form, to the Respondents with Responses that resulted in the Tie. Based on Form E, the Department will give the award to a Respondent if it is a minority-owned or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent with the qualifying business with the smallest net worth, consistent with section 295.187(4)(b), F.S. In the event all preferences are equal or that none of the Respondents are entitled to a preference, the Tie will be broken using a coin toss.

#### 5.4 Recommendation of Award

The Department will forward the Recommendation of Award to the Secretary or their designee. The Secretary or their designee will make the final decision as to which Respondent(s) should be awarded the Contract(s) based on the Recommendation of Award.





## **Drinking Water & Wastewater Treatment Services at Hillsborough River State Park (HRSP)**

### 5.5 Posting of Decision

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) or more Contracts with the Respondent(s) identified therein, on the VBS. If the Department decides to reject all Responses, it will post its notice on the VBS website.

### 5.6 Execution of Contract

The awarded Respondent(s) shall sign the Contract within ten (10) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract shall be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines in its sole discretion that it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.

### 5.7 Failure to Perform the Contract

If the Contractor is unable or unwilling to meet the requirements of the Contract within 60 days of execution, the Department may terminate its Contract with Contractor and award to the next higher-ranked Respondent(s).

**State of Florida**  
**Department of Environmental Protection**  
**Business Response Form**

**Form A**

Respondents shall complete and submit the following information with their Response. Joint venture Respondents must submit one Business Response Form per venturer.

Vendor Information	
Vendor Legal Name:	_____
Principal Place of Business <sup>1</sup> :	_____
FEIN:	_____
Phone Number:	_____
Mailing Address:	_____
Type of Business Entity:	_____
<i>For joint ventures only:</i> <input type="checkbox"/> Check this box if you are the principal venturer in a joint venture agreement.	

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____

Authorized Signatory <sup>2</sup>	
Name:	_____
Title:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____

I, \_\_\_\_\_ am the \_\_\_\_\_ of \_\_\_\_\_,  
(Authorized Representative's Name) (Title)  
\_\_\_\_\_, (the "Respondent") and am authorized to represent the  
(Respondent Legal Name)  
Respondent. I do hereby certify, to the best of my knowledge and belief, the information submitted to the Department on this form and with my Response is true and correct.

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> "Principle place of business" means the address at which the Respondent's high-level officers direct, control, and coordinate the Respondent's activities

<sup>2</sup> Person shall have authority to contractually bind the Respondent, should a Contract be awarded.

## Minimum Mandatory Criteria

To be eligible for award, Respondents must respond “Yes” to each statement below.

- |                                                                                                                                                                                                                                                                                                                                                                                                            |                              |                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. Respondent is not on the Department of Management Services’ (DMS) Discriminatory Vendor list as defined in Section 7 of the PUR 1001.                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Respondent is not on the DMS’ Convicted Vendor list as defined in Section 8 of the PUR 1001.                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Respondent certifies that it is not 1) on the Scrutinized Companies with Activities in Sudan List, 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 3) participating in a boycott of Israel and does not have business operations in Cuba or Syria? (If over \$1M)                                                                                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Respondent certifies that it is not participating in a boycott of Israel.                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Respondent has not been removed from the DMS’ Vendor List, pursuant to Rule 60A-1.006, F.A.C.                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Respondent has an active W-9 on file with the Department of Financial Services or provide one prior to execution of the Contract.                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Respondent has not colluded with any entity to reduce competition. This includes the disclosure or discussion of technical or price portions of the Response, or any other attempt to fix pricings.                                                                                                                                                                                                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Respondent does not have an unfair competitive advantage from either: a) having access to information that is not available to the public that would assist the Respondent in obtaining Contract Award, and/or b) obtaining source selection information that is relative to the contract but is not available to all the competitors and that would assist the Respondent in obtaining Contract Award. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Respondent has not participated in the drafting of any portion of this solicitation or developed this program for future implementation, as prohibited by section 287.057(17), F.S.                                                                                                                                                                                                                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Respondent has read and agrees to all Solicitation Terms and Conditions and agrees to perform under the Contract, if awarded.                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## Responsibility

Respondents shall complete and submit answers to the questions below. For each “yes” Respondents shall provide a detailed explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). For Bankruptcy documentation, please provide the court, case number, status, date filed, and date closed, if applicable. The Department reserves the right to request additional information, as needed, to determine a Respondent’s Responsibility pursuant to section 287.012(25), F.S.

- |                                                                                                                                            |                              |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. Within the past 5 years, has the Respondent been subject to criminal judgments or administrative actions?                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Within the past 5 years, has the Respondent been suspended or barred from participation in any competitive process or contract award?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Within the past 5 years, has the Respondent had any licenses or certifications required for this Scope suspended, revoked, or canceled? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Within the past 5 years, has the Respondent had any contracts or agreements terminated for cause?                                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Within the past 5 years, has the Respondent been the subject of bankruptcy proceedings?                                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**Conflict of Interest Disclosure**

PUR 1001, section 6, Conflict of Interest, states:

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee, or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

Select the appropriate box and fill out the appropriate table(s), if applicable.

Pursuant to PUR 1001, section 6, Conflict of Interest, I have the following names to disclose:

<b>Respondent's Officers, Directors, Employees or Other Agents Who Are Also Employees of The State</b>	
<b>Full Legal Name</b>	<b>Position Title and Agency</b>

<b>State Employees Who Own an Interest of 5% or More in The Respondent or Its Affiliates</b>	
<b>Full Legal Name</b>	<b>% of Direct or Indirect Ownership</b>

**OR**

Pursuant to PUR 1001, section 6, Conflict of Interest, I have nothing to disclose.

**State of Florida**  
**Department of Environmental Protection**  
**Foreign State Preference Opinion**

**Form B**

Consistent with section 287.084(2), F.S., if the Respondent's indicated that its principle place of business is outside of the State of Florida (Foreign State), Respondent must have an attorney who is license to practice law in the state of their principle place of business complete the section below. Joint venture Respondents shall complete this Form for their principal venturer only.

Legal Opinion about Foreign State Preferences in Contracting *(Please select one)*

- The Respondent's principle place of business is in the state of \_\_\_\_\_ and it is my legal opinion that neither the laws of the Foreign State nor the political subdivision in which the principle place of business is located grant a preference in the letting of any or all public contracts to business entities whose principle place of business are in the Foreign State and/or political subdivision.
- The Respondent's principle place of business is in the state of \_\_\_\_\_, and it is my legal opinion that the laws of the:  
*(Please select all that apply)*
  - state
  - political subdivision

Grant the following preference(s) in the letting of any or all public contracts to business entities whose principle place of business are in that state and/or political subdivision.

*[Describe applicable preference(s) and identify applicable state law(s) in the space provided]*

<b>Respondent's Attorney</b>	
Signature:	_____
Name:	_____
State of License:	_____
Bar Number:	_____
Date of Admission:	_____
Address:	_____
Phone Number:	_____

**State of Florida**  
**Department of Environmental Protection**  
**Price Sheet – Initial Term**  
**Form D**

Bidders must provide a price for each item listed below or their bid shall be deemed non-responsive and rejected. The prices quoted shall be all inclusive to perform the required work under this contract. The Contractor shall furnish all of the necessary personnel, labor, equipment, services, materials, chemicals, permits, licenses and insurance, replacement parts, and otherwise doing all things necessary for or incidental to the Drinking Water and the Operation and Maintenance of Wastewater Treatment Plants at Hillsborough River State Park in full accordance with the Scope of Work, unless otherwise indicated in the Contract.

<b>INITIAL CONTRACT TERM PRICING - THREE (3) YEARS (36 MONTHS)</b>			
DESCRIPTION OF SERVICES	PRICE PER MONTH	Multiply by Number of Months	INITIAL CONTRACT TERM TOTAL AMOUNT (36 MONTHS)
<b>Item 1 – Monthly Operation and Maintenance Services</b>			
A. Monthly Services to the Drinking Water Treatment Plant to include all required sampling and testing as needed.	\$ _____	<b>36</b>	= \$ _____ (A)
B. Monthly Services to Wastewater Treatment Plants and Effluent Disposal Systems	\$ _____	<b>36</b>	= \$ _____ (B)
<b>Item 1 – Total (A + B)</b>			= \$ _____
DESCRIPTION OF SERVICES	HOURLY RATE	Multiply by Number of Estimated Hours per Month	TOTAL HOURLY RATE (PER MONTH)
<b>Item 2 – Labor Rates</b>			
<i>Note: The estimated number of hours per month listed in Item 2 is an estimate for bidding purposes only. The selected Contractor will be paid for services actually used as determined by the DEP, be it more or less than quantity needed.</i>			
A. Repairs (routine, prior approval required) Estimated # of Hours Per Month (6)	\$ _____	<b>6</b>	= \$ _____ (A)
B. Emergency Service Call (Monday – Friday after normal working hours, weekends and holidays) Estimated # of Hours Per Month (6)	\$ _____	<b>6</b>	= \$ _____ (B)
<b>Item 2 – Total Hourly Rate Per Month (A + B) X 36 Months</b>			= \$ _____
<b>Total Initial Contract Term (Item 1 + Item 2 Totals)</b>			= \$ _____

State of Florida  
 Department of Environmental Protection  
 Price Sheet – Renewal Term  
 Form D

RENEWAL CONTRACT TERM PRICING - THREE (3) YEARS (36 MONTHS)			
DESCRIPTION OF SERVICES	PRICE PER MONTH	Multiply by Number of Months	RENEWAL CONTRACT TERM TOTAL AMOUNT (36 MONTHS)
<b>Item 1 – Monthly Operation and Maintenance Services (6 days a week)</b>			
A. Monthly Services to the Drinking Water Treatment Plant to include all required sampling and testing as needed.	\$ _____	36	= \$ _____ (A)
B. Monthly Services to Wastewater Treatment Plants and Effluent Disposal Systems	\$ _____	36	= \$ _____ (B)
<b>Item 1 – Total (A + B)</b>			= \$ _____
DESCRIPTION OF SERVICES	HOURLY RATE	Multiply by Number of Estimated Hours per Month	TOTAL HOURLY RATE (PER MONTH)
<b>Item 2 – Labor Rates</b>			
<i>Note: The estimated number of hours per month listed in Item 2 is an estimate for bidding purposes only. The selected Contractor will be paid for services actually used as determined by the DEP, be it more or less than quantity needed.</i>			
A. Repairs (routine, prior approval required) <i>Estimated # of Hours Per Month (6)</i>	\$ _____	6	= \$ _____ (A)
B. Emergency Service Call (Monday – Friday after normal hours, weekends and holidays) <i>Estimated # of Hours Per Month (6)</i>	\$ _____	6	= \$ _____ (B)
<b>Item 2 – Total (A + B) X 36 Months</b>			= \$ _____
<b>Total Renewal Contract Term (Item 1 + Item 2 Totals)</b>			= \$ _____
<b>GRAND TOTAL: Total Initial Contract Term + Total Renewal Contract Term</b>			= \$ _____
<b>*** Used for Basis of Award</b>			<b>***</b>

Name of Respondent/Company: \_\_\_\_\_

Authorized Signatory and Title: \_\_\_\_\_

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

**State of Florida**  
**Department of Environmental Protection**  
**Award Preferences Form**

**Form E**

This form must be completed by the Respondent in the event of a tie if requested by the Department. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procuring the services.

Respondents shall certify one or more of the following by checking the box(es):

- A. The Response is from a certified minority-owned firm or company and the net worth of the company is \_\_\_\_\_;
- B. The Response is from a veteran-owned business certified according to section 295.187, F.S., and the net worth of the company is \_\_\_\_\_;
- C. The Response is from a Florida-based business having at least one of the following characteristics:
  - 1) Fifty-one (51) percent of the company is owned by Floridians; or
  - 2) Employs a workforce for this project or contract that is at least 51% Floridians;  
or
  - 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.
- D. The Response is from a Respondent whose place of business in Florida;
- E. The commodities proposed for this contract are manufactured, grown, or produced within this State;
- F. The Response is from a foreign manufacturer with a factory in the State employing over 200 employees working in the State;
- G. The Response is from a business that certifies that it has implemented a drug-free workplace program in accordance with section 287.087, F.S.;
- H. The Response is from a company that is not eligible for any of the above preferences.

I do hereby certify, to the best of my knowledge and belief, the information submitted to the Department on this form is true and correct.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date