



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solicitation Acknowledgement Form
INVITATION TO BID
CONTRACTUAL SERVICES

Page 1 of 34 pages	SUBMIT BID TO: Florida Department of Environmental Protection DEP Procurement Section, Carr Building, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361
AGENCY RELEASE DATE: May 18, 2017	

SOLICITATION TITLE: <p align="center">Sterling Property Waste Tire Site</p>	SOLICITATION NO.: <p align="center">2017048C</p>
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BIDS WILL BE OPENED: June 26, 2017 @ 2:00 p.m. ET
and may not be withdrawn within **180** days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
CITY-STATE-ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	<hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE
FEID NO.:	

***This individual must have the authority to bind the bidder.**

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc):	
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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 response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this 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 response, the Bidder offers and agrees that if the response 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:	

CAUTION: If Bidder considers any portion of the documents, data or records submitted in response to this ITB to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority (“Florida Public Records Law”), note the following:

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.

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, per Section 1.07, Submittal of Bid of this ITB. The redacted copy shall be clearly titled “Redacted Copy.”

IF YOU CLAIM CONFIDENTIALITY AS TO ANY PORTION OF YOUR REPLY AND DO NOT PROVIDE AN ACCOMPANYING “REDACTED COPY,” SUCH REPLY MAY BE CONSIDERED NON-RESPONSIVE AND REJECTED PRIOR TO ITS CONSIDERATION.

TABLE OF CONTENTS

SCHEDULE OF EVENTS	5
SECTION 1.00 – INTRODUCTION	6
1.01 Purpose and Scope	6
1.02 Procurement Officer	6
1.03 Non-Mandatory Pre-Bid Site Visit.	6
1.04 Questions.	6
1.05 Addenda.....	7
1.06 Response Form.	7
1.07 Past Performance / Client References:	7
1.08 Principal Place of Business.	7
1.09 Submittal of Bid	8
1.10 Alternate Replies.....	8
1.11 General Evaluation Information.....	8
1.12 Administrative Review.	9
1.13 Administrative Cure Process.....	9
1.14 Basis of Award.	9
1.15 Posting of Agency Decision.	9
1.16 MyFloridaMarketPlace Vendor Registration	9
1.17 Initial Purchase Order.	10
1.18 Florida Department of State Registration Requirements.....	10
1.19 Convicted Vendor List.....	10
1.20 State Project Plan.....	10

1.21	Bidder Responsibility	12
SECTION 2.00 – GENERAL INSTRUCTIONS TO BIDDERS (PUR 1001)		13
SECTION 3.00 – SPECIAL GENERAL INSTRUCTIONS TO BIDDERS		14
3.01	Definitions.	14
3.02	Assertion of Confidentiality Regarding Submitted Materials.	14
3.03	Conflict of Interest.....	14
3.04	Disclosure.	14
3.05	Firm Response	14
3.06	Misrepresentations.	15
3.07	Public Requests for Bids.	15
3.08	Qualifications.....	15
3.09	Samples.....	16
3.10	Prime Contractor and Subcontractor.....	16
SECTION 4.00 – TECHNICAL SPECIFICATIONS		17
4.01	Scope of Service.	17
4.02	Deliverables.....	19
4.03	Performance Measures.....	19
SECTION 5.00 SPECIAL CONDITIONS		20
5.01	Additional Quantities.....	20
5.02	Additions / Deletions.....	20
5.03	Compliance with Laws.....	20
5.04	Disclosure of Litigation.	20
5.05	E-VERIFY Program for Employment Verification.....	20
5.06	Financial Consequences.....	21
5.07	Forum Selection and Choice of Law.	21
5.08	Insurance.....	22
5.09	Invoicing and Payment.....	22
5.10	Laws and Permits.....	22
5.11	Subcontracting.....	22
5.12	Transaction Fee.....	23
SECTION 6.00 – GENERAL CONTRACT CONDITIONS (PUR 1000).....		24
SECTION 7.00 – RESPONSE FORM		25
SECTION 8.00 – CLIENT REFERENCES FORM.....		26
SECTION 9.00 – PRINCIPAL PLACE OF BUSINESS & FOREIGN STATE PREFERENCES IN CONTRACTING FORM		29
SECTION 10.00 – CERTIFICATION OF DRUG-FREE WORKPLACE.....		30

SECTION 11.00 – BIDDER / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY
FORM..... 31
SECTION 12.00 – EVALUATION OF PAST PERFORMANCE..... 33
SECTION 13.00 – BID REPLY CHECKLIST 34
SECTION 14.00 - SITE REPORT-STERLING PROPERTY WASTE TIRE SITE 35

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SCHEDULE OF EVENTS

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

DATES	EVENTS	METHOD
May 18, 2017	ITB Advertised	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_www.main_menu
May 25, 2017, from 10:00 AM ET to 11:00 AM ET	Non-Mandatory Pre-Site Visit	Boggy Creek (Sterling) Property 300 Boggy Creek Road and Lake Vista Drive Lake Kissimmee, Florida 34744 For those who wish to attend the site visit they must contact Lauren O'Connor at (850) 245-8756 or by email at lauren.oconnor@dep.state.fl.us
June 1, 2017	Questions Submitted in Writing	Procurement Contact identified in Section 1.02, Procurement Officer
On or about, June 12, 2017	Answers to Questions Posted	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_www.main_menu
MUST BE RECEIVED NO LATER THAN: June 26, 2017 @ 2:00 P.M. ET	SEALED BIDS DUE AND OPENED	Submit to: Florida Department of Environmental Protection DEP Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 ITB NUMBER MUST BE ON ENVELOPE
On or about, July 11, 2017	Anticipated Posting of Recommended Award	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_www.main_menu

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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 vendors to accelerate the removal of waste tires from the Sterling Property Waste Tire Site. The objective of this project is to accelerate removal of waste tire accumulations, which can serve as breeding grounds for mosquito species capable of communicating these diseases to humans and animals.

1.02 Procurement Officer. Pursuant to section 287.057(23), F.S., and the PUR 1001, section 21, 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 Response.

John Wilson, Procurement Officer
DEP Procurement Section, Carr Building, Room 215
Florida Department of Environmental Protection
Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: (850) 245-2467
Email: john.a.wilson@dep.state.fl.us

1.03 Non-Mandatory Pre-Bid Site Visit. A NON-MANDATORY Pre-Bid Site Visit will be held by the Department, at the Boggy Creek Property 300 Boggy Creek Road and Lake Vista Drive, Kissimmee, Florida 34744 as specified in the Schedule of Events. The Bidder shall notify the contact person specified in the Schedule of Events of their plans to attend the Site Visit.

Prospective Bidders should allow enough time to arrive, park, walk and gain entry to the site to ensure that they arrive prior to the applicable Non-Mandatory Pre-Bid Site Visit time.

1.04 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 Schedule of Events of the ITB. The Department will address all inquiries submitted by the deadline listed in the Timeline.

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 VBS.

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 #	Bidder	ITB Section	ITB Page #	Question

Submission of Bid: Once the Department posts the answers to the questions, Bidders may begin submitting bids as indicated in Section 1.11; however, Bidders are encouraged to submit their bids no earlier than five days prior to the submission deadline. Bids must be submitted by the deadline listed in the Schedule of Events.

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

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 vendor to be aware of any Addenda that might have a bearing on their bid.

1.06 Response Form. Section 7.00 must be completed and submitted or the bid will be rejected. The Department will not accept any other type “Response Form” as a valid bid to this 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 Purchase Order(s), the selected Bidder must be properly licensed to do business within the State of Florida, if required by federal or state law, for the service or commodities the Bidder will provide this Department.

1.07 Past Performance / Client References: The Bidder must provide the required information on the Client Reference Form (Section 8.00) for verifiable clients which the Respondent has completed projects similar in nature to this Solicitation over the past five (5) years.

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

A Department representative will choose, at its own discretion, two (2) of the Respondent’s references and contact them via telephone to complete the Evaluation of Past Performance form (Section 13.00).

- If DEP is listed as one (1) of the client references, then the DEP client will be used as one of the required number of references.
- References should be available to be contacted during normal working hours.
- The Department will attempt to contact each selected reference by phone up to two (2) times during the duration of one (1) week.
- If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation.

1.08 Principal Place of Business. The Bidder shall complete and submit Section 900, the Principal Place of Business and Foreign State Preferences in Contracting 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. Section 287.084(2), F.S., states:

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.

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 Principal Place of Business and Foreign State Preferences in Contracting Form.

1.09 Submittal of Bid. Bid must be received in accordance with VBS and Schedule of Events. Sealed Bid must be executed and submitted in a sealed envelope. The face of the envelope shall contain the Bid number and opening date. Bids not submitted on the Response Form shall be rejected. All bids are subject to the conditions specified herein. Those that do not comply with these conditions shall be considered non-responsive and therefore rejected. The bid package shall contain the following:

- The Solicitation Acknowledgement Form;
- Response Form, Section 7.00;
- Client Reference Form, Section 8.00;
- Principal Place of Business and Foreign State Preferences in Contracting Form, Section 9.00;
- Certification of Drug-Free Workplace, Section 11.00 (*if applicable*);
- Bidder / Subcontractor Summary Form, Section 12.00; and
- State Project Plan, Section 1.20.

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

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

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

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 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 responses will be reviewed by the Procurement Officer to ensure that complete responses have been submitted and to ensure that the responses 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 Response 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 make award to the lowest responsible, responsive Bidder meeting all specifications and conditions.

1.15 Posting of Agency Decision. The notice of intended award will be posted for review by interested parties on the VBS on or after the date listed on the Schedule of Events.

To access the posted results, go to http://www.myflorida.com/apps/vbs/vbs_main_menu. Once at this site, the steps listed below should be followed to access the Vendor Bid System (VBS). The date as specified Schedule of Events is to be used by prospective Bidders for planning purposes only and is subject to change.

- Click on Search Advertisements;
- Under the “Agency” search field, select the “Department of Environmental Protection” and scroll to the bottom of the page and click “Advertisement Search”;
- A list of all advertisements posted for DEP will be displayed; and
- Click on the applicable ITB number.

NOTE: This section supersedes Section 2.00, General Instructions to Bidders (PUR-1001), Paragraph 13, Electronic Posting of Notice of Intended Award.

1.16 MyFloridaMarketPlace Vendor Registration. Prior to the issuance of a purchase order by the Department, the selected vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available and registration may be completed at the MyFloridaMarketPlace website: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration (link also available under Business at www.myflorida.com).

Prospective vendors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

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

- 76121504 Tire Collection and Disposal.

1.17 Initial Purchase Order. Upon award, the Department will issue an electronic purchase to the successful Bidder. The resulting purchase order shall consist of the attached Special Conditions, Section 5.00, MFMP Standard Terms and Conditions (http://dms.myflorida.com/mfmp_PO_TC), the Statement of Work, the Price Response submitted by the awarded Bidder and any other applicable portions of the ITB. Unless otherwise specified, the purchase order begins on the date of issuance. The services shall be provided by the Bidder by the date specified on the purchase order end date.

Payment by the Department shall be made upon completion of services, acceptance and receipt of itemized invoice.

1.18 Florida Department of State Registration Requirements. All entities defined under Chapters 865, 607, 608, 620, or 621, F.S., seeking to do business with the Department shall, prior to issuance of a purchase order, be appropriately registered with the Florida Department of State. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

1.19 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 http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

1.20 State Project Plan. The Bidder shall submit a written plan addressing the State’s five (5) objectives listed below, to the extent applicable to the items/services covered by this ITB. The Department expects Bidders to address each objective. Objectives not addressed in the selected bid must be addressed prior to issuance of a purchase order.

SUBMIT THE BIDDER / SUBCONTRACT SUMMARY FORM (SECTION 12.00) IDENTIFYING THE TEAM THAT WILL BE UTILIZED IN CONNECTION WITH THIS CONTRACT. LIST THE NAMES AND INDICATE THE OFFICE OF SUPPLIER DIVERSITY BUSINESS CATEGORY OF EACH ONE LISTED.

- 1. Minority-, Women-, and Veteran Business Enterprises.** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small-, minority-, women-, and veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. It is vital that small-, minority-, women-, and veteran business enterprises participate in the State’s procurement process as both Contractors and sub-contractors in this ITB. Small-, minority-, women-, and veteran business enterprises are strongly encouraged to contribute to this ITB.

The consultant shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small-, minority-, women-, and veteran business enterprises.

Information on certified Woman / Minority Business Enterprises (W/MBE) and certified Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified VBE consultants (agents or sub-consultants) as a result of any award shall be provided to the Department's Procurement Office by the Prime Consultant on an Agency by Agency (or other eligible user) level.

- 2. Environmental Considerations:** The Bidder shall provide a plan for reducing and/or handling of any hazardous waste generated by the Bidder's company. It is a requirement of the Department that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current EPA Identification Number. This identification number shall be submitted as part of the Bidder's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste. Reference Rule 62-730, Florida Administrative Code (F.A.C.) and federal hazardous waste regulations for generators at 40 C.F.R. part 262.
- 3. Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and consultants drug free. Section 287.087, F.S., provides that where identical tie bids are received, preference shall be given to a bid received from a Bidder that certifies it has implemented a drug-free workforce program. If applicable, the Bidder shall sign and submit the "Certification of Drug-Free Workplace Program" Form (Section 11.00) to certify that the Bidder has a drug-free workplace program.
- 4. Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed 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 dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <https://sercure.imarcsgroup.com/respect/Default.asp>.

The Bidder shall describe how it will support the use of RESPECT in offering the services/items being procured under this ITB. Bidders proposing the use of RESPECT as a sub-consultant shall be required to provide written proof of a sub-consultant agreement for this ITB with RESPECT with their Response. The written documentation shall be a one (1) page letter supplied by the sub-consultant on its letterhead stationery, clearly identifying the ITB Number, the project title, and the prime consultant with whom the firm intends to subcontract.
- 5. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purpose of this contract the person, form or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Department insofar as dealings with such corporation are concerned.

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Bidder shall describe how it will support the use of PRIDE in offering the services/items being procured under this ITB.

1.21 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.

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SECTION 2.00 – GENERAL INSTRUCTIONS TO BIDDERS (PUR 1001)

This section contains instructions explaining the ITB process and the actions necessary to respond. General Instructions to Bidder (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Bidder's Bid. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources"; "Purchasing Forms".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

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SECTION 3.00 – SPECIAL GENERAL INSTRUCTIONS TO BIDDERS

3.01 Definitions. Listed below are definitions specific to this ITB:

- a) “Associated Business Entity” shall mean a Business Entity, that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Bidder; including but not limited to, the following: i) a business entity twenty percent (20%) or more of whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Bidder, ii) a business entity which directly or indirectly owns controls, or holds, with power to vote, twenty percent (20%) or more whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Bidder.
- b) “Business Entity” includes firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, companies, fiduciaries, corporations, and all other groups or combinations.
- c) “Control” means the ability, directly, or indirectly, to direct the management or policies of an entity, whether through ownership of securities, by contract, or otherwise, including through common officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of an entity.

3.02 Assertion of Confidentiality Regarding Submitted Materials.

- A. Bids should contain only information that is responsive to the ITB. Any relevant and responsive information submitted which is asserted by you to be proprietary, trade secret, intellectual property, or otherwise confidential (“Confidential Information”) and which you claim as privileged from disclosure despite any 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.
- B. If Bidder fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Bid.
- 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.
- 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.

3.03 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.

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

3.05 Firm Response. The Department may make an award within one hundred eighty (180) days after the date of the response opening, during which period the response submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the

response opening date, the response shall remain firm until either the Department posts an Agency Decision or the Department receives a written notice from the Bidder that the response is withdrawn, whichever occurs first. Any response that expresses a shorter duration shall be rejected.

NOTE: This section supersedes Section 2.00, General Instruction to Bidders (PUR1001), Paragraph 4, Firm Response.

3.06 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.

3.07 Public Requests for Bids.

- A. If a public records request is made for the Bids, the Department will provide the requestor access to the Redacted Copy, bearing Bidder's assertion of exemption from disclosure. If a public records request is made for the un-redacted Bids challenging the assertion of exemption, the Department will notify Bidder that the requested records contain asserted Confidential Information. 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.
- B. 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.
- C. 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.
- D. By submitting a Response to this ITB, 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.

3.08 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 from at least five (5) separate and verifiable clients of the bidder OTHER THAN THE DEPARTMENT which have been in place for at least one (1) continuous year. The clients listed shall be for services similar in nature to that described in this ITB. The Department shall contact three (3) of the client references, chosen at the discretion of the Department, in order to determine the prospective bidder's ability to provide the required services listed in Section 4.00, Technical Specifications. Failure to receive a satisfactory or better performance evaluation shall result in the prospective Bid being rejected. References should be available to be contacted during normal working hours. The Department will attempt to contact each selected reference by phone up to two (2) times during the duration of one week. In the event that the contact person cannot be reached, the Bidder shall receive an unsatisfactory evaluation.

Any Bidder or associated business entity who has provided the services listed in Section 4.00, Technical Specifications over the past five (5) years for the Department will also be evaluated as described above. Failure to receive a satisfactory or better performance evaluation shall result in the bid being rejected.

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED SHALL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND THEREFORE REJECTED.

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

3.10 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 response 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.

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SECTION 4.00 – TECHNICAL SPECIFICATIONS

4.01 Scope of Service. Section 403.709(1)(e), Florida Statutes (F.S.), authorizes the Department to expend funds from the Solid Waste Management Trust Fund to remove tires from illegal waste tire sites. The present Scope of Services is to implement site abatement of the Boggy Creek (Sterling) Property Waste Tire Site (hereinafter referred to as the “Site”). The objective is to accelerate removal of waste tire accumulations, which can serve as breeding grounds for mosquito species capable of communicating these diseases to humans and animals. By submitting a bid, each Bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this Invitation to Bid (ITB), all requirements referencing “Contractor” contained within the Scope of Service 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 electronic purchase order shall meet or exceed the minimum requirements outlined in this ITB. Under no circumstances shall services meeting less than the minimum requirements be permitted without the prior written approval of the Department. Services shall be performed in strict compliance with the requirements, rules, regulations and governance contained in this ITB and the successful Bidder shall be held responsible hereto.

A. Abatement and Site Work:

1 Tire Removal:

- a) The Contractor shall remove all tires (approximately 70,000 passenger tire equivalents (PTE)) from the Site. The Contractor will be responsible for bringing any equipment onto the Site necessary for removing vegetation from the tires and loading the tires into trailers.
- b) Tires shall be manually or mechanically loaded from the Site, unless otherwise directed by the Department’s Project Manager. The Site is located at 300 Boggy Creek Road and Lake Vista Drive, Kissimmee, Florida 34744. See Section 12.00, Site Report-Sterling Property Waste Tire Site, describing the estimated number of the tires that need to be removed from the Site.
- c) The Contractor shall practice safe and efficient methods of loading trailers and lacing tires to maximize hauling efficiency. The Contractor shall notify the Department’s Project Manager of any loads less than max capacity. If any stockpiles contain materials other than tires, the Contractor must notify the Department’s Project Manager immediately.
- d) The Contractor shall haul all passenger and truck tires to a permitted waste tire processing/disposal facility. Contractor must indicate the permitted waste tire processing/disposal facility they will use in their bid and the facility must be agreed upon and approved by the Department’s Project Manager. Any scrap metal salvaged from removing rims from waste tires that are loaded into the trailer shall become the property of the Contractor.
- e) The Contractor shall simultaneously weigh -all tires removed from the Site at the nearest certified scale before they are transported to a permitted waste tire processing/disposal facility. Tires will be weighed again once they arrive at the permitted waste tire processing/disposal facility and the lower of the two net weights will provide the basis for invoicing. The Contractor shall attach signed weigh tickets to the invoice when it is submitted.

- f) The Contractor shall log all truck and trailer movements by time, date, and identification numbers. A detailed mileage log must be kept to support any mileage-based charges.
- g) No security will be provided by the DEP at this site.

B. Production and Quality Control:

1 Production Control:

- a) The Department's Project Manager will assign a Site Supervisor from the Department Central District Office to oversee the daily operations related to this assignment. The Contractor may not conduct work at the site unless the Department Site Supervisor is present. The Contractor shall notify the Department's Project Manager twenty-four (24) hours in advance before they begin work at the Site.
- b) The Contractor shall assign a Project Manager to oversee the daily operations related to this assignment and to serve as a liaison for the site management Project Manager, if any, and Department's Project Manager.
- c) The Contractor's Project Manager shall keep records of abatement progress, all related truck and trailer movements, hours worked, any problems encountered and any time schedule changes anticipated.
- d) The Contractor shall email updates daily of tonnages received at the permitted waste tire processing/disposal facility or weigh tickets for all tires received for the day.
- e) Final reports shall be made in writing and will specify amounts of materials retrieved, transported and weighed, by tons; hours worked by Contractor; number of transport trucks and other equipment in operation during the week; problems encountered; and any time or schedule changes anticipated. This report and weigh tickets are to be submitted with Contractor's invoice.
- f) If the number of tires collected from the site exceeds the estimated amount, the Contractor must notify Department's Project Manager immediately and cease work until purchase order is amended.

2 Quality Control:

- a) The Contractor's Project Manager shall assure that retrieval, transportation, processing, and all other work to be done will meet the specifications and standards of the Department Scope of Services, and any supplemental specifications provided by the Department.
- b) The Contractor's Project Manager shall maintain regular communication with Department's Project Manager to coordinate activities and update records.
- c) The Contractor shall ensure that all trucks removing tires from the site have a current Florida Waste Tire Collector Registration Decal.
- d) The Contractor shall guarantee that all of the material will be delivered to a permitted waste tire processing/disposal facility and will be processed according to the Contractor's response in conformance with all applicable laws and regulations. Disposal of materials at any other disposal location must be pre-approved by the Department and the Contractor shall guarantee that such material will be processed and/or disposed of as represented and in conformance with all applicable laws and regulations.

4.02 Deliverables. Weight tickets for all loads of tires transported. Weight ticket must include the truck number, the name and signature of the driver, tons of tires in load, date and time of weighing. All weight tickets must accompany the invoice for payment.

4.03 Performance Measures. All work must be in accordance to the Contract, and the terms and conditions referenced in the Scope of Work. The Contractor represents that its services shall be performed in a manner consistent under similar circumstances at the time the services are performed.

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SECTION 5.00 SPECIAL CONDITIONS

5.01 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.*

5.02 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.

5.03 Compliance with Laws. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, F.S., and Rule 60A, F.A.C., govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

5.04 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.

5.05 E-VERIFY Program for Employment Verification.

- A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. The contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this contract.
- B. Pursuant to State of Florida Executive Order No. 11-116, contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system (www.dhs.gov) to verify the employment

eligibility of all new employees hired by the contractor during the contract term. Also, the contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

5.06 Financial Consequences. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the contract for failure to perform, or 2) 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 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, 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 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 Department's notice of acceptance of a proposed CAP, contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by 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 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 Department or steps taken by 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 or failure to correct a deficiency in the performance of the contract as specified by the Department may result in termination of the contract.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the contract.

5.07 Forum Selection and Choice of Law. The contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the 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 of invalidity, without invalidating the remainder of such provision or the remaining provisions of this contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

5.08 Insurance. The contractor selected under this Bid shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with the contract and, in case any work is subcontracted, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the contractor shall provide adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected.

The contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$200,000 per occurrence and \$300,000 annual aggregate for bodily injury and property damage; automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The contractor's current certificate of insurance shall contain a provision that the insurance will not be cancelled for any reason except after thirty (30) days written notice to the Department's Contract Manger.

The selected contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the Department's Contract Manager, with the exception of ten (10) days-notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates evidencing all of the above insurance coverage prior to the execution of a contract with the Department. The insurance certificate must name the Department as an additional insured and reference the DEP Contract Number. Copies of new insurance certificates must be provided to the Department's Contract Manager with each insurance renewal.

NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph 35, Insurance Requirements.

5.09 Invoicing and Payment. As consideration for the commodities rendered under this Bid, the Department shall pay the vendor(s) as specified on the purchase order(s). Payments shall be made in accordance with Section 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to the Bidder due to preparation errors will result in a delay in payment. All bills for amounts due under this Bid shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph 15, Invoicing and Payments.

5.10 Laws and Permits. The contractor must comply with all local, state, and federal laws, rules, regulations and codes whenever work is being performed under the contract. All permits and licenses required for the selected contractor's company operations under the contract must be obtained by the selected contractor and maintained for the duration of the contract. The Department will not pay for the cost of licenses or permits required by the selected contractor for company operations.

5.11 Subcontracting. The contractor shall not subcontract, assign, or transfer the obligation to provide or perform any of the services sought under this contract, with the exception of those subcontractors identified in the prospective contractor's bid, without the prior written consent of the Department.

The contractor will be responsible for the fulfillment of all work elements included in all subcontracts and shall be solely responsible for payment of all monies due under any subcontract. The Department shall not be responsible for any expenses or liabilities incurred under any subcontract.

The contractor shall take all actions necessary to ensure that their employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

5.12 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), F.S. (2015), all payments shall be assessed a Transaction Fee established in the DMS Rule 60A-1.031, F.A.C., and any future amendments thereto, which the contractor shall pay the State.

- (a) 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(2), F.A.C. By submission of these reports and corresponding payments, contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- (b) Contractor shall receive a credit for any Transaction Fee paid by the contractor for the purchase of any item(s) if such item(s) 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 or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering procurement costs from the contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph 14, Transaction Fee.

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SECTION 6.00 – GENERAL CONTRACT CONDITIONS (PUR 1000)

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Bidder's Bid. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources"; "Purchasing Forms".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

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SECTION 7.00 – RESPONSE FORM

Each section must be completed on the “Response Form” or the bid shall be deemed non-responsive and rejected. Award will be made to the responsible, responsive Bidder submitting the lowest total project cost for the removal of tires from the Tones Property Waste Tire Site. The Department reserves the right to go to the next lowest responsive Bidder should the lowest total priced Bidder be unable to meet the terms and conditions of the ITB.

No.	Deliverable	Price
1	TRANSPORTATION AND LOADING TRAILER PRICE: Provide the price for the loading and the transportation from the Tones Property Tire Site to the permitted waste tire processing or disposal facility per trailer load.	PRICE PER TRAILER LOAD \$ _____
	Provide the Trailer Size that will be used for removal of tires from the site: _____ Estimated number of trailer loads: _____	
2	PROCESSING/DISPOSAL PRICE: Provide the price per TON for the processing/disposal of tires at a permitted facility for Passenger and Light Truck Tires.	PRICE PER TON \$ _____
	Estimated tons of Passenger and Light Truck Tires on Site: _____	
	Provide the name of the processing/disposal facility to be used: _____	
3	PROCESSING/DISPOSAL PRICE: Provide the price per TON for the processing/disposal of tires at a permitted facility for Semi-Truck Tires.	PRICE PER TON \$ _____
	Estimated tons of Passenger and Light Truck Tires on Site: _____	
	Provide the name of the processing/disposal facility to be used: _____	
<p align="center">Total Project Cost (Total Transportation and Loading Trailer Cost + Total Processing/Disposal Cost.) * Figure will be used as basis of award.</p> <p><i>*Note: The number of tires must be determined by vendor after a site visit or based on the attached site report.)</i></p>		*\$ _____

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 8.00 – CLIENT REFERENCES FORM

The Bidder must provide a minimum of five (5) separate and verifiable Clients, for which work similar to that specified in this Bid has been performed. The same client may not be listed for more than one (1) reference. Information on each Client must be provided on the following pages; however, additional pages may be used as necessary. Confidential Clients shall not be included. **Bidders who do not submit the required information will be deemed non-responsive and therefore, rejected.**

NOTE: Period of Service dates must verify that the services have been ongoing for at least one (1) year.

Client #1:		
Name:		
Address:		
Contract Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

Client #2:		
Name:		
Address:		
Contract Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

Client #3:		
Name:		
Address:		
Contract Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

Client #4:		
Name:		
Address:		
Contract Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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Client #5:		
Name:		
Address:		
Contract Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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

All Respondents must complete Section I. If the Respondent’s principal place of business is outside the state of Florida, the Respondent must also complete Section II. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the contract and the Respondent will be liable for costs associated with re-procuring the services.

Section I. Respondent’s Principal Place of Business

(Please select one)

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

Section II. Legal Opinion about Foreign State Preferences in Contracting

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

(Please select one)

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

(Please select if applicable)

- The Respondent’s principal place of business is in the **political subdivision** of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

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

SECTION 10.00 – CERTIFICATION OF DRUG-FREE WORKPLACE

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

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

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

(Signature)

(Type Name)

(Company Name)

(Address)

(City, State, Zip)

SECTION 11.00 – BIDDER / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM

Section A	BIDDER IDENTIFICATION (to be completed by the Bidder.)
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As Bidder to this Bid, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Bidder / Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

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

Section B

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

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

Name of Bidder #1

Name of Bidder #2

Signature

Date

Signature

Date

Print Name/Title

Print Name/Title

*****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 12.00 – EVALUATION OF PAST PERFORMANCE

(FOR DEP USE ONLY)

The following questions will be posed to the references. Answers will be ranked from 1 to 4 (4-excellent, 3-above satisfactory, 2-satisfactory, 1-fair, 0-poor). The scores for all individual references (DEP and non-DEP) will be totaled and averaged. Failure to receive a satisfactory or better performance evaluation (a score of 2.0 or above) for this average shall result in the prospective vendor’s Bid being rejected, and the next lowest responsive Bid shall be considered in accordance with the provisions of this section.

Name of the Reference: _____

Bidder’s Name: _____

Date of Interview: _____

Person Conducting Interview: _____

Describe the work the Bidder performed for your company:

- 1. How well did the contractor adhere to the agreed upon schedule?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
 - 2. How would you rate the Bidder’s quality of work?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
 - 3. How would you rate the Bidder’s use of adequate personnel in quantity, experience, and profession?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
 - 4. How would you rate the Bidder’s use of appropriate equipment and methods?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
- Total (Divided by 4): _____

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SECTION 13.00 – BID REPLY CHECKLIST

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

1. ____ 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 fax with follow up via mail. This right shall be exercised when the bid has met all other requirements of the Bid. Did you complete the following:
 - 1) Bidder Name;
 - 2) Bidder 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 Bidders submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

2. ____ The Response Form (Section 7.00) must be completed and signed. **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.
3. ____ Did you complete the Client Reference Form (Section 8.00)
4. ____ Did you complete the Principal Place of Business & Foreign State Preferences in Contracting Form (Section 9.00)
5. ____ Certification of Drug-Free Workplace form (Section 11.00)
6. ____ Did you complete the Bidder / Subcontractor Summary Form (Section 12.00)
7. ____ State Project Plan - State Project Plan that addresses the following:
 - 1) Minority-, Women-, and Veteran Business Enterprises;
 - 2) Environmental Considerations;
 - 3) Certification of Drug-Free Workplace (complete and sign, if applicable);
 - 4) Use of RESPECT; and,
 - 5) Use of PRIDE.
8. ____ Did you complete the Subcontractor/Team List, *if applicable*.

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 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 Bid.

SECTION 14.00 - SITE REPORT-STERLING PROPERTY WASTE TIRE SITE

A. Location: 7931 CR 772, Webster, Florida

The property on which the waste tires are located is approximately 21.4 acres. The location is south of HWY 50 and CR 772 in Webster, Florida. The waste tires stored/disposed on the property was estimated at approximately 70,000 PTE. Most waste tires are stored to the south and west of the house (mobile home), under a canopy of trees. The accumulation of the tires consists of one large pile and smaller piles scattered between trees and shrubs.

B. Accessibility: Site is readily accessible from County Road 772. A gate at the entrance to the property allows trucks/trailers to be driven onto the site near the waste tire accumulation. The ground is stable and can support large trailers.

The site is inactive as a tire accumulation point. The tires are stored/disposed to the rear of the mobile home and shed. Vegetation surrounding the property forms a natural barrier that is inaccessible to vehicular traffic.

C. Stockpile Characteristics: The waste tires were stored/disposed of on the site since 2014. The piles are located under a canopy of trees but are accessible on east and north sides of the site. The tires stored in the middle and the west side will be more challenging to remove because of the trees and vines.

The waste tires appear to be relatively clean except for water in some tires. There is a presence of rodents onsite (snakes etc.).

The tires range in different sizes including passenger and light truck tires a small quantity of heavy truck tires. One (1) large tractor tire was observed in the pile. The tires are laced, stacked and loosely stored.

The largest pile is approximately 200 feet in length on the east side and a width of greater than 100 feet. The average height is approximately 6 feet.

D. Estimated Quantity: The accumulation of waste tires was estimated at approximately 70,000 PTE. The weight varies from approximately 20 to greater than 75 pounds.

E. Removal Sequence: Removal of the tires can be accomplished in any sequence most advantageous for the contractor. However, it is recommended that the contractor begin at the front and work towards the rear of the site.

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Pile #1 (Northwest and west side of site)



Front portion of site -1 (North side)



Northeast -front portion of site



East side view of Segment/Pile 3 (facing south of pile)





Southwest side of the pile 3. (Facing north -top of pile)



Segment 2 (middle of site)



Edge of site (South side)



Top of Segment/Pile #3



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