



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Solicitation Acknowledgement Form**  
**REQUEST FOR PROPOSALS**  
**CONTRACTUAL SERVICES**

Page 1 of 96 pages	SUBMIT BID TO: <b>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</b>
AGENCY RELEASE DATE: <b>December 13, 2017</b>	

SOLICITATION TITLE: <b>Division of Waste Management Administrative Services</b>	SOLICITATION NO.: <b>2018022</b>
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PROPOSALS WILL BE OPENED: **@ 2:00 p.m. on January 24, 2018**  
and may not be withdrawn within **180** days after such date and time.

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

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 Request for Proposal (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this Solicitation. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this Solicitation, 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 Solicitation for the Respondent and that the Respondent is in compliance with all requirements of this Solicitation; including, but not limited to, the certification requirements contained in this Solicitation as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

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

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

<b>PRIMARY CONTACT:</b>	<b>SECONDARY CONTACT:</b>
NAME, TITLE:	NAME, TITLE:
ADDRESS:	ADDRESS:
PHONE NUMBER:	PHONE NUMBER:
FAX NUMBER:	FAX NUMBER:
EMAIL ADDRESS:	EMAIL ADDRESS:

**CAUTION: If Respondent considers any portion of the documents, data or records submitted in response to this solicitation 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:**

**Respondent shall not mark the entire Proposal as confidential, trade secret or otherwise not subject to Florida Public Records Law. Any Proposal 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 Proposal is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Proposal along with the un-redacted version, per Section 1.08, Submittal of Proposal of this Solicitation. The redacted copy shall be clearly titled “Redacted Copy.”**

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

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## SCHEDULE OF EVENTS

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

DATES	EVENTS	METHOD
December 13, 2017	<b>Solicitation Advertised</b>	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
December 21, 2017	<b>Questions Submitted in Writing</b>	Procurement Contact identified in Section 1.02, Procurement Officer
On or about, January 3, 2018	<b>Answers to Questions Posted</b>	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
<b>MUST BE RECEIVED NO LATER THAN:</b> January 24, 2018 at 2:00 p.m. ET	<b>SEALED BIDS DUE AND OPENED</b>	Submit to: Florida Department of Environmental Protection DEP Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000  <b>SOLICITATION NUMBER MUST BE ON ENVELOPE</b>
On or about, February 26, 2018	<b>Anticipated Posting of Recommended Award</b>	<b>Vendor Bid System</b> <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>

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## SECTION 1.00 – INTRODUCTION

**1.01 Purpose and Scope.** The Department of Environmental Protection (hereinafter referred to as the Department and/or DEP) is requesting proposals from qualified vendors to provide Division of Waste Management (DWM) administrative services on a task assignment basis. The DEP may request any or all of the services outlined in the Section 4.00, Scope of Services from the selected contractor or contractors on an as needed basis. Of particular concern to the DEP is a conflict of interest or the appearance of a conflict of interest related to the DWM. The selected contractor(s) and their parent company, affiliates, or subsidiary, may not hold a contract to provide state funded contamination assessment or remediation services with the DWM and will assure to the DEP that there is no potential for conflicts of interest, or the appearance of a conflict of interest in the areas of assessment and remediation services with the DWM during the term of contract resulting from this solicitation.

Within 30 days of execution of the contract, the selected contractor(s) shall establish and maintain an office (in location compliant with the local government land use regulations staffed by at least one part-time employee) within 25 miles of the DEP Division of Waste Management office located on Blair Stone Road in Tallahassee, Florida to accommodate the requirement to deliver and retrieve documents daily as identified in the Scope of Work. The office must have a working telephone and email access, and equipment necessary for this Scope of Work such as a computer, printer and scanner. The employee must have access to a dedicated vehicle.

All services shall be performed in accordance with the requirements set forth in the Scope of Services provided as in Section 4.00 of this solicitation.

### **1.02 Procurement Officer.**

Gloriann McInnis, Procurement Officer  
DEP Procurement Section, Carr Building, Room 215  
Florida Department of Environmental Protection  
3800 Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Telephone Number: (850) 245-2354  
Email: [Gloriann.McInnis@dep.state.fl.us](mailto:Gloriann.McInnis@dep.state.fl.us)

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) in accordance with Section 1.03.

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

\*\*\*ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*

**1.03 Questions. Information will not be provided by telephone.** The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section.

Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing, identifying the submitter and Solicitation number, to the Procurement Officer no later than the time and date specified in the Schedule of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. E-mail

inquiries are preferred; however, a hard copy or facsimile is acceptable. All questions and answers will be posted on the Vendor Bid System (VBS). It is the prospective Respondent’s responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent’s failure to obtain the information made available through the VBS.

Questions will not constitute a formal protest of the specifications or of the Solicitation.

Responses to all written inquiries, and clarifications or addenda if made to the Solicitation, will be made through the VBS.

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

Question #	Solicitation Section	Solicitation Page #	Question

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

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

**1.05 Response Form.** Section 7.00 must be completed and submitted for the Response. The Department will not accept any other type “Response Form” as a valid Proposal to this Solicitation. By affixing the authorizing signature, the Respondent hereby affirms and agrees to all terms, conditions, provisions, and specifications within the Solicitation. Prior to issuance of a contract, the selected Respondent 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 Respondent will provide the Department.

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

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

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

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

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

1. Introduction: This section shall provide in-depth information on the Respondent's past experience related to the scope of work of this solicitation. This section shall provide information on the historical background of the Respondent and on the Respondent's organizational structure. This should include years in operation and years involved in work related to this project. It shall further consist of introductory statements of the Respondent's understanding of the DEP's DWM as it relates to the scope of services of this solicitation. Introduction must be limited to four pages (two double sided pages). Respondents will provide the address of their facility or proposed facility that is within twenty-five (25) miles of the DEP Division of Waste Management office in Tallahassee, Florida.

These statements shall be followed by a description of the steps the Respondent will take to avoid a potential conflict of interest.

2. Technical Understanding: This section shall describe the Respondent's technical understanding of the scope of the services sought under this solicitation and describe how the Respondent will implement each task listed in the Scope of Services. Technical Understanding must be limited to 16 pages (eight double-sided pages).
3. Project Organization & Management: Respondents should present the organizational structure of the proposed team and the management methods to be used to perform the services outlined in the Scope of Services and outline the responsibilities of each team member, as applicable. The management methods shall address monitoring and control of the quality and quantity of work. Project Organization & Management must be limited to 4 pages (2 double-sided pages).
4. Personnel Assigned and Level of Effort: This section should present the qualifications and experience of the Respondent and Respondent's team. The personnel proposed for assignment under the contract resulting from this solicitation shall be identified and qualifications provided. This section should be supported by an appendix of resumes adequate in number and orientation to demonstrate the respondent's capability to perform. Their specific positions shall coincide with the section on Project Organization and Management. The estimated level of effort in hours for each individual shall be provided for each element of work outlined in the Scope of Services. Personnel Assigned and Level of Effort must be limited to 4 pages (2 double-sided pages), not including an appendix of resumes.

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



5. Equipment: The Respondent shall provide a list of administrative and support equipment; including capabilities, capacities and applications. Equipment must be limited to 2 pages (1 double-sided page).
- C. PAST PERFORMANCE/CLIENT REFERENCES (Must use pages provided) (Tab C): The Respondent must provide the required information on the Client Reference Form (Section 10.00) 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, three (3) 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 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.
- D. Respondent/Team Summary Form (Tab D): On the Respondent/Team Summary Form (Section 11.00) provided the Respondent shall list the name of the Respondent and indicate the **one** business category of the Respondent.
- E. State Project Plan (Tab E): The Respondent shall submit a written plan addressing the State’s five (5) objectives listed in Section 1.22, State Project Plan, to the extent applicable to the items/services covered by this Solicitation. The Department expects Respondents to address each objective. Objectives not addressed in the selected contractor’s proposal must be addressed prior to contract execution.
- F. Additional Documents (Tab F): This section of the proposal shall contain the following:
- Certification of Drug-Free Workplace, Section 8.00 (if applicable); and

- Certificates of Insurance
- **Part II, Price Proposal:** Proposals not submitted on the Response Form (Section 7.00) shall be rejected. The Respondent's Response Form must be submitted on the forms provided in the Solicitation. Submit the price proposal in a separately sealed package marked Price Proposal.

On the Response Form provided in Section 7.00, the Respondent shall provide a cost for each of the services/products listed. The prices must include the cost of all things necessary to provide the services described in this Solicitation and the Respondent's proposal, including, but not limited to, personnel and labor costs, equipment expenses, travel, MyFloridaMarketPlace transaction fee, miscellaneous expenses and the application of all multipliers (i.e. overhead, fringe benefits, etc.), and incidental expenses. Failure by the respondent to provide a cost for every item listed in Section 7.00 shall result in the response being deemed non-responsive and therefore, rejected. Footnotes, notations, and exceptions made to this form shall not be considered.

**1.07 Submittal of Proposal.** Both Technical and Price Responses (Response) must be received in accordance with VBS and Schedule of Events. Sealed Proposals must be executed and submitted in two (2) parts and be marked as follows:

- Part I – Technical Proposal (One Separately Sealed package for Technical Response); and
- Part II – Price Proposal (One Separately Sealed package for Price Response)

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

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

The Respondent must submit two (2) copies (one (1) Original hard copy and one (1) duplicate copies) and two (2) duplicate electronic copies of the Technical and Price Proposals to the Department. The original hard copy of the proposal shall bear original signatures and be marked as the "Original". The electronic copies of the Proposal may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject Proposals submitted in alternate file formats or which contain information different from that in the hard copy of the Proposal.

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

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

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

***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 Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.***

**1.08 Alternate Proposals.** A Respondent may not submit more than one (1) Proposal. The Department seeks each Respondent's single-best Proposal.

**1.09 Elaborate Proposals.** It is not necessary to prepare your Proposal using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Proposal shall be prepared in accordance with the instruction herein.

**1.10 General Evaluation Information.** The Department reserves the right to accept or reject any or all proposals received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the proposals submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and 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 use or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.**

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

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

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

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

**1.13 Evaluation Criteria Scoring.** With the exception of the cost and past performance reviews, each proposal will be reviewed by at least five (5) evaluators. Each of the evaluators will work independently using the evaluation criteria contained in Section 12.00, Evaluation Criteria Scoresheet. A Department representative will contact references via telephone to obtain the past performance reviews. The DEP Procurement Section will evaluate the cost section of the Proposal. The scores for the past performance reviews and the cost evaluation shall be provided to the evaluators for inclusion on their scores sheets

for calculation of the total numerical rating. The DEP Procurement Section will use the total point scores to rank each Respondent by each evaluator, and then calculate an average rank for each proposal for all evaluators. The DEP Procurement Section shall present the average rankings to the Secretary or his designee, who will then determine the recommended contract award.

For example:

<b>Firm</b>	<b>Raw Points Received</b>	<b>Rank</b>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

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

**1.14 Basis of Award.** The Department intends to make award to the two highest ranked responsible, responsive Respondents meeting all specifications and conditions, or to make no award, as determined to be in the best interest of the State. The Department, at its sole discretion, shall make this determination. In addition, the issuance of a contract does not obligate the Department to issue task assignments, and any such task assignment shall be issued at the Department’s sole discretion. DEP reserves the right to go to the next highest Respondent if the highest ranked Respondent is unable to meet the terms and conditions of the Solicitation.

**1.15 Posting of Agency 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 website. If the Department decides to reject all Responses, it will post its notice on the same VBS website. 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](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 in the Schedule of Events is to be used by prospective Respondents 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 solicitation number.

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

**1.16 Department’s Reserved Rights.**

The Department reserves the right to:

- A. Reject all proposals at any time, including after an award is made when doing so would be in the best interest of the State of Florida.
- B. Withdraw the RFP at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
- C. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the contract.
- D. Withdraw or amend its Notice of Award if the contractor defaults in performance.
- E. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.

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

**1.17 Type of Contract Contemplated.** A fee schedule contract is proposed (based on the prices by the selected Respondent on Response Form, Section 7.00); however, the Department reserves the right to award another type contract, if such will be most advantageous to the Department and the State of Florida, price and other factors considered. The selected contractor shall be paid for the services rendered under the contract resulting from this Solicitation upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included as Section 14.00. The requirements contained in the proposed contract should be closely reviewed by the offeror since modifications proposed by the Respondent will not be considered.

**NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000) Paragraph #2, Purchase Orders.**

**1.18 Contract Term.** The term of the contract will begin upon execution by both parties and remain in effect for a period of five (5) years, unless cancelled earlier in accordance with the terms of the contract.

**1.19 Contract Renewal.** The Department reserves the right to renew any contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original contract and any amendments thereto, for a period no greater than five (5) years. All renewals are contingent upon satisfactory performance by the contractor and the availability of funds. Renewals may be for the entire period or in increments.

**1.20 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 the execution of the contract, be appropriately registered with the Florida Department of State. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

**1.21 Convicted Vendor List.** A company placed on the Convicted Vendor List may not submit a Reply 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](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list).

**1.22 MyFloridaMarketPlace Vendor Registration.** Prior to execution of the contract 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](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](http://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 Codes (UNSPSC) are provided to assist you in your registration efforts:

- 80111601, Temporary clerical or administrative assistance
- 80111706, Permanent clerical or administrative assistance
- 93151505, Administrative agencies services
- 93151507, Administrative procedures or services
- 80161504, Clerical Services
- 84111506, Billing Services
- 93151606, Government Accounting Services
- 84111502, Financial Accounting Services
- 84111500, Accounting Services
- 80101606, Project Monitoring and Evaluation
- 81112005, Document Scanning Services
- 80161500, Management Support Services

**1.23 State Project Plan.** The Respondent 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 Solicitation. The Department expects Respondents to address each objective. Objectives not addressed in the selected Proposal must be addressed prior to issuance of a contract.

SUBMIT THE RESPONDENT FORM (SECTION 11.00) 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 Solicitation. Small-, minority-, women-, and veteran business enterprises are strongly encouraged to contribute to this Solicitation.

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 is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

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

- 2. 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 proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, the Respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form (Section 8.00) to certify that the Respondent has a drug-free workplace program.
- 3. 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 Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this Solicitation. Respondents proposing the use of RESPECT as a sub-consultant shall be required to provide written proof of a sub-consultant agreement for this Solicitation with RESPECT with their Proposal. The written documentation shall be a one (1) page letter supplied by the sub-consultant on its letterhead stationery, clearly identifying the Solicitation Number, the project title, and the prime consultant with whom the firm intends to subcontract.

- 4. 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 the 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 Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this Solicitation.

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

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## **SECTION 2.00 – GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)**

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (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 Respondent’s Reply. Form PUR 1001 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing\\_under](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 INSTRUCTIONS TO RESPONDENTS

### 3.01 Definitions. Listed below are definitions specific to this Solicitation:

- 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 Respondent; 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 Respondent, 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 Respondent.
- 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. Proposals should contain only information that is responsive to the Solicitation. 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 Proposal, and either removed from or obliterated in the Redacted Copy.
- B. If Respondent fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Proposal.
- C. The Redacted Copy should redact all, but only, those portions of material that Respondent asserts are Confidential Information. Respondent must identify the statutory citation supporting its claim of confidentiality for each and every redaction.
- D. Failure to identify asserted Confidential Information in Proposals, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or Proposal.

### 3.03 Conflict of Interest.

- A. Respondent covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.
- B. Many services under this Contract such as, but not limited to, Scoring, Invoice Processing, Deductible Collection, and Noticing, affect parties responsible for cleanup of site contamination. To avoid a conflict of interest, or the appearance of a conflict of interest, Respondent shall notify Department in writing within five (5) days of Respondent’s discovery of any present or anticipated

contractual or other business relationship between Respondent, and any of the persons or entities who are, or may be, responsible for contamination of a site on which it is assigned work.

C. Following notice by Respondent of a potential conflict of interest, or discovery by Department of same, Department shall notify Respondent within ten (10) days of receipt of such notification whether it has identified a conflict or appearance of a conflict of interest with regard to the work.

D. Respondent is deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Respondent will be conclusively determined to have a conflict of interest with regard to any responsible party, if it has given or offered remuneration, in cash or in kind.

E. Respondent shall describe all actions it has taken, or proposes to take, to avoid or to mitigate actual or apparent conflicts of interest. Department retains the right to investigate and determine whether Respondent has a conflict or appearance of a conflict of interest with regard to any site. Department may, in its sole discretion, terminate this Contract or limit assignments of Tasks under the Scope of Services.

F. Respondent shall not propose, provide or procure any form of remuneration to or for the benefit of a property owner or responsible party in connection with Respondent's services.

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

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

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

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

**3.07 Public Requests for Proposals.**

A. If a public records request is made for the Proposal, the Department will provide the requestor access to the Redacted Copy, bearing Respondent's assertion of exemption from disclosure. If a public records request is made for the un-redacted Proposal challenging the assertion of exemption, the Department will notify Respondent that the requested records contain asserted Confidential Information. Respondent shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.

B. Respondent shall obtain either an agreement with the requestor withdrawing its request, or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Respondent's receipt of notice of the public records request.

C. By submitting its Proposal, Respondent agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Respondent's failure to promptly protect its claim of exemption.

D. By submitting a Proposal to this Solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its Proposal are Confidential Information not subject to disclosure.

**3.08 Qualifications.** The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation.

**3.09 Examples of Work Product.** The Department reserves the right to request examples of Respondents work product for testing and evaluation during the Solicitation process. Examples will be provided within twenty (20) days at no cost to the Department. The Department will return examples of work product to Respondent within sixty (60) days after the award of the contract if written request and return, postage paid packaging is provided by Respondent at the time of example submission.

**3.10 Scrutinized Companies Lists.** The Respondent shall complete and submit Section 9.00, Certification Regarding Scrutinized Companies List, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., the selected Respondent shall agree that the Department may immediately terminate the contract resulting from this Solicitation for cause if the selected Respondent is found to have submitted a false certification or if the selected Respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

**3.11 Submission as a Prime Contractor.** A Respondent may not disclose to any other Respondent what prices or terms Respondent has included in its Proposal as a prime contractor.

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

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## SECTION 4.00 – SCOPE OF WORK

**4.01. Purpose.** The intent of this Solicitation is to enter into a contract to provide administrative services on a task assignment basis. The selected contractor(s) (Contractor) shall provide administrative services for the DEP Division of Waste Management (DWM). These services cover a broad range of activities including, but not limited to the following: site priority scoring and liaison with the Department of Health (DOH) potable well surveillance program, requesting deductible payments and Limited Contamination Assessment Reports (LCAR) required for site manager assignment of eligible sites within funding range, performance of site file and database Quality Assurance, contractor qualification, utility bill processing, indexing, and scanning and electronic transfer of documents, off-site contamination notification processing, general administrative and accounting assistance, and other special projects as assigned by the contract manager.

For all assigned tasks, the Contractor shall copy the DEP Contract Manager as applicable, on all correspondence related to DWM programs. These copies must be provided or mailed at the same time as the original correspondence is mailed. Performance of some of the tasks assigned under this contract may require the Contractor to temporarily house DEP site files at their office location. The Contractor shall protect and maintain security for all such files held in their possession. The Contractor further agrees to return any specific file within one (1) business day after a request by the site manager or other DEP personnel. The Contractor must obtain and maintain electronic access to the appropriate DEP networks and databases in accordance with DEP's information systems technical requirements. The Contractor will require its staff to abide by DEP security policies when accessing DEP's buildings and systems. Also, a mandatory online training course, titled "Information Security Awareness Training" is required for all staff within the first 30 days of contract initiation.

**4.02. Scope of Service.** This Scope of Work is intended to provide a framework for mutual understanding of the administrative services to be provided to the Department of Environmental Protection (DEP) by the Contractor and standards related to those services. It is not designed to detail activities that may be performed under the Scope of Work. Instructions and guidance will be provided in the Task Assignment by the DEP Contract Manager, as necessary, to supplement the information herein due to the level of detail involved and to accommodate the development of technology facilitating process implementation. Additionally, due to the complexity of the DEP programs, services related to this scope that are not specifically outlined herein may be purchased under this Contract at the negotiated fixed unit or hourly rates, if the services are integral to the performance of the DEP and are administrative in nature. New tasks mutually agreed upon with fixed unit or hourly rates may be added by a Task Assignment Change Order (TACO) to an existing Task Assignment. The DEP Contract Manager has the sole discretion to execute task assignments for any of the services described herein, on an as needed basis.

The Contractor shall be responsible for arranging pickup and delivery of DEP paper files and for maintaining files in its possession in a proper and secure manner. The Contractor may also be required to contact the DEP site manager listed in Storage Tank Contamination Monitoring (STCM) and/or Environmental Restoration Integrated Cleanup (ERIC) database, and may be required to contact property owners, the cleanup contractor(s), or responsible parties (RP) to obtain copies of documents missing from the DEP facility files.

For all tasks, herein, the Contractor will correctly insert into the correct DEP OCULUS file all facility-specific documents generated or received during these tasks. Contractor shall perform appropriate quality assurance by ensuring that each document was correctly added to OCULUS and properly indexed

(QA). The Contractor will provide reports to DEP as requested (usually electronically) and without additional charge regarding each task in this contract.

Deliverable and reporting requirements include, but may not be limited to, the work products listed below. These reports shall be provided to the DEP Contract Manager unless otherwise indicated. The Contractor will provide to the DEP Contract Manager notification summary reports as required in the task or written procedures. Notification summary reports will include all information necessary for the DEP Contract Manager to locate and verify that required deliverables for the task have been completed. For all documents, the DEP received date will be the date that the document populates in OCULUS. Contractor must invoice DEP at least monthly for those deliverables completed and, when applicable, with required documents in the correct OCULUS facility file prior to invoicing. As applicable for each task, the Invoice will include a summary report of the number of documents inserted into the correct OCULUS facility file, pages scanned or copied on a unit rate basis, or pay rate and hours worked. All invoices for amounts due under this Contract shall be submitted in detail sufficient for State of Florida audit purposes. It is the responsibility of the Contractor to maintain all records necessary for audit purposes and provide such documentation within three (3) business days of DEP's request. Compensation amounts, Performance Measures and Financial Consequences shall be specified in each executed Task Assignment Notification Form or TACO in accordance with Section 287.058, F.S.

#### **4.03. Definitions.**

- **Abandoned Tank Restoration Program (ATRP)**: An eligibility program created in 1990 by the Legislature to address of out-of-service or abandoned tanks that have contamination associated with previous operations.
- **Agency Term Contractor (ATC)**: a contractor who has been awarded an agency term contract to provide petroleum contamination site response action services by the Department.
- **Conditional Closure**: Site closure with conditions pursuant to Chapter 62-780.680, F.A.C. (contamination remains and a restrictive covenant must be recorded).
- **Conditional Closure Agreement (CCA)**: An application is submitted agreeing to a Conditional Closure and allows the owner to recommend an ATC to conduct work. (requires a declaration of interim restrictive covenant be recorded).
- **Contractor Selection Sheet (CSS)**: used by the property owner (or RP) to select an ATC to perform work pursuant to a cost-share agreement in the PRP that meets the 25% or higher cost share requirement pursuant to Chapter 62-772, F.A.C., Procurement Procedures for the Petroleum Restoration Program.
- **Current Property Owner**: see Property Owner
- **Deductibles**: payment from property owner or RP, required by certain eligibility programs prior to starting work on a discharge.
- **Department of Environmental Protection (Department or DEP)**: The Florida Department of Environmental Protection is Florida's lead agency for environmental management and stewardship.
- **Department of Health (DOH)**: The Florida Department of Health is Florida's lead agency to promote and improve the health of all people in Florida.
- **DWM Accounting Manager** – DEP employee responsible for day-to-day accounting functions for programs in DWM.

- **DEP Contamination Locator Map (CLM)**: CLM is a web based map that allows users to locate waste cleanup sites near homes, neighborhoods, businesses or any identified location.
- **DEP Contract Manager**: Department assigned individual who manages the Administrative Services Contract.
- **Department of Financial Services (DFS)**: Florida Department of Financial Services
- **Discharge**: includes, but it not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, releasing or dumping of petroleum or petroleum products which occurs and which affects lands and/or the surface and ground waters.
- **Division of Waste Management (DWM)**: a division with-in the Department.
- **Drycleaning Solvent Cleanup Program (DSCP)**: state-funded cleanup program for eligible drycleaner and wholesale supply facilities established by Section 376.3078 F.S.
- **Eligible Discharge**: a discharge that qualifies for IPTF funding
- **Environmental Restoration Integrated Cleanup (ERIC)**: DWM database containing information related to contaminated site cleanup for programs in the division.
- **Facility**: a property for which discharge report(s) have been submitted indicating there have been one or more petroleum discharge(s); identified by a nine digit “facility identification” number system, assigned by the Department.
- **Facility Identification Number (FAC ID#)**: a nine-digit numbering system which assigns a separate number to each known registered Petroleum Contamination Source Property. This numbering system is generated by the Department.
- **Florida Accounting Information Resource (FLAIR)**: The State of Florida accounting system.
- **Funding Cap**: The maximum funds which may be expended from the Inland Protection Trust Fund for a discharge.
- **Hand Delivery**: Pick up and drop off of required documents at least once daily during normal business hours Monday through Friday.
- **Inland Protection Trust Fund (IPTF)**: the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.
- **Limited Contamination Assessment Report (LCAR)**: An LCAR is required to support the proposed course of action and to estimate the cost of the proposed course of action.
- **Local Program**: a local government or state agency contracted to provide administration of Petroleum Cleanup Site Management for a particular county(ies).
- **Low-Scored Site Initiative (LSSI)**: A voluntary program funded for sites with a priority ranking score of 29 or less.
- **MyFloridaMarketPlace (MFMP)**: The State of Florida eProcurement program
- **OCULUS**: an electronic document management system used by the Department to store documents
- **Petroleum Cleanup Participation Program (PCPP)**: a cost-sharing cleanup program providing rehabilitation funding assistance from the IPTF for property currently contaminated by discharges of

petroleum or petroleum products from petroleum storage systems occurring before January 1, 1995 in accordance with Section 376.3071(13), F.S.

- **Petroleum Restoration Program (PRP)**: The PRP is a DEP program that encompasses the technical oversight, management, and administrative activities necessary to prioritize, assess, and cleanup sites contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems.
- **Petroleum Liability and Restoration Insurance Program (PLRIP)**: a cleanup program (enrollment 1988-1998) providing rehabilitation funding assistance from the IPTF.
- **Potable Well Survey (PWS)**: Well surveys conducted by DOH.
- **Priority Score**: Petroleum contamination sites are scored to reflect potential risk to human health and the environment and are given a priority score that ranks the site.
- **Priority Funding Range**: Priority Score of eligible sites that are currently being funded.
- **Property Owner**: Real property owner of a facility.
- **Protected Information**: Includes information that is exempt or confidential and exempt under the Florida Public Records Act, Chapter 119, F.S., or other Florida Statutes; “personal information” as defined in section 501.17(1)(g), F.S., and information that is protected by the Health Insurance Portability and Accountability Act (HIPAA) or Gramm-Leach-Bliley Act (GLB) or other federal laws or regulations.
- **Purchase Order**: Purchaser’s authorization used to formalize a purchase transaction with a vendor in MFMP.
- **Site Access Agreement (SAA)**: allows the Department and the Agency Term Contractor (ATC) personnel to enter a property to perform petroleum cleanup services.
- **Site Manager**: is responsible for all aspects of oversight and management of the work being conducted for an eligible discharge.
- **Site Manager Summary Report (SMSR)**: a report that lists facility information.
- **Site Rehabilitation Completion Order (SRCO)**: An order issued upon completion of site rehabilitation.
- **Site Rehabilitation Funding Allocation (SRFA)**: A SRFA is a mechanism authorized by Section 376.30714, F.S. to combine the cleanup efforts of the Department and private parties through a negotiated agreement when a new ineligible discharge of petroleum products occurs at a site with pre-existing contamination that has been determined eligible for State-funded cleanup.
- **Source Property**: a property for which discharge report(s) have been submitted indicating there have been one or more petroleum discharge(s); identified by a nine digit “facility identification” numbering system, assigned by the Department.
- **Storage Tank Contamination Monitoring (STCM)**: DEP database containing information related to Petroleum and Drycleaning storage systems and petroleum contaminated sites.

#### 4.04. Tasks.

##### **TASK 1: OCULUS and STCM and/or ERIC Review and Preparation of Site Manager Summary Report (SMSR) and Geographic Information**



Category A – Facilities with no prior program reports, work orders, or purchase orders.

Category B – Facilities with prior program reports, work orders, or purchase orders that have already been through a Task 1 Category A or C review process.

Category C – Facilities with prior program reports, work orders, or purchase orders that have never been through a Task 1 Category A or B review process.

The Contractor will not exceed the number of items designated by annual task assignment for each of the different categories (A, B and C) without prior written approval by the DEP Contract Manager.

#### Description

The follow QA tasks must be completed on the facility file and facility information in STCM and/or ERIC, and OCULUS. DEP Contract Manager will notify Contractor on the parameters required for a query and Contractor will prepare and submit to DEP Contract Manager for approval.

- A. Facility Information Review. Within fifteen (15) business days of approval to proceed, the Contractor will review the STCM and/or ERIC, database for all DEP eligibility determinations, cleanup history, technical documents and correspondence, and re-review elements in any previous OCULUS and STCM and/or ERIC reviews and maintain evidence of all pre-and post-database edits. The Contractor will also compare the STCM and/or ERIC database to OCULUS to ensure that all reports noted as being received in STCM and/or ERIC are in OCULUS. If a document is missing, a placeholder document should be correctly inserted into OCULUS and QA describing what is missing (see Attachment A). The Contractor must submit all proposed database edits, with an explanation of the reason for the edit, to the DEP Contract Manager for written approval prior to making changes to STCM and/or ERIC. If the Contractor reads that DEP has made the determination that cleanup is not required, or that one or more of the discharges is a re-report of a previous discharge and if this has not been accurately reflected in STCM and/or ERIC, then the Contractor will notify the DEP Contract Manager of STCM and/or ERIC discrepancies for evaluation. If research finds a change in the name or address of current property owner, then the Contractor will contact DEP Storage Tanks Registration Section to request an update to STCM and/or ERIC.
- B. OCULUS Review. Within fifteen (15) business days of approval to proceed, the Contractor will perform and complete a review of all pages of a document in the OCULUS facility file to ensure that each document is complete. If document is incomplete, a placeholder document should be correctly inserted into OCULUS and a QA description of what is missing (see Attachment A). Contractor shall ensure that the OCULUS file meets the requirements for an official State record per Florida Statute 119. The Contractor will use taxonomy and rules of procedure established and approved by the DEP the following link: [http://depedms.dep.state.fl.us/Oculus/jsp/login/OculusTaxonomy\\_1\\_01.xlsx](http://depedms.dep.state.fl.us/Oculus/jsp/login/OculusTaxonomy_1_01.xlsx) ) to include but not limited to addition and deletion of documents in OCULUS and maintaining evidence of all OCULUS edits. Contractor will remove document place holders if a document is found during this review.
- C. Contractor will use DEP Contamination Locator Map (CLM) to identify other programs which may have current contamination on the facility property. In addition, contractor shall review OCULUS not only in the OCULUS catalog “PRP Storage Tanks” but also in the catalogs “Hazardous Waste” and “Waste Cleanup” using the site address, site name and any additional facility identification numbers identified through CLM for Hazardous Waste or Waste Cleanup sites.
- D. SMSR. Within five business days of facility information and OCULUS review (Tasks 1A and B above), the Contractor will prepare a written Site Manager Summary Report (SMSR) (see Attachment B) using STCM and/or ERIC, and OCULUS. The SMSR will be used by the current or future assigned DEP

site manager, or as a final summary report to be placed in OCULUS for facilities at which all required DEP cleanup has been completed.

- E. Geographic Information. Within five (5) business days of facility information and OCULUS review (Tasks 1A and B above), the Contractor will research, gather and enter in to the correct facility file in OCULUS the following documents: the topographic map (showing a minimum 8,500 meters horizontal and a minimum of 6,000 meters vertical from point of discharge), aerial photo(s), Summary Count of parcels in County Map View by the Department of Revenue (DOR) Land Use Code and map (minimum radius of 1,500 feet from point of discharge) potable well summary that correspond to land use map(s), and publicly non-copyrighted online maps and aerials of the facility, if available (see Attachment C).

### Deliverables

Within ten (10) business days of facility information and OCULUS review (Tasks 1A, B and C above) the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, including the following:

1. Copies of facility specific e-mails, telephone logs and correspondence.
2. Copies of pre- and post-validation screenshots of the STCM and/or ERIC database screens.
3. Electronic copies of DEP Contract Manager authorizations for changes to STCM and/or ERIC database when applicable.
4. If applicable, a list of all discharges that have been issued Site Rehabilitation Completion Orders (SRCOs), conditional and unconditional, or Low-Score Site Initiative (LSSI) No Further Action Orders.
5. A list of all facility-specific documents that were identified as missing as a result of comparing STCM and/or ERIC, to OCULUS.
6. The SMSR which includes the following:
  - a. A listing of each petroleum discharge reported, and its DEP eligibility status, the priority score, and the status of the assessment or remediation of each discharge, including DEP determinations that cleanup is not required or that the discharge is a re-report of a previous discharge.
  - b. A list of each Hazardous Waste or Waste Cleanup discharge reported and the status of assessment or remediation of each discharge, including DEP determination that cleanup is not required or that the discharge is a re-report of a previous discharge.
  - c. For facilities with a combined discharge, a listing of all combined discharges in STCM and/or ERIC, and the reason for combined status, if known.
  - d. Identification of Site Rehabilitation Funding Allocation (SRFA) discharges.
  - e. Details on the current use of the subject facility or former facility including ownership, maps identifying the facility and surrounding land use, and potable wells in the area with information obtained from data in STCM and/or ERIC, the County Property Appraiser's Offices and their websites, and Florida Department of Health (DOH), as well as any other sources of information assigned by the DEP Contract Manager.

- f. The status of all DEP required deductibles payments, if applicable, and any payment plans for each eligible discharge.
- g. Identification of any discharge eligible for the Petroleum Cleanup Participation Program (PCPP) that are within the DEP funding range where DEP has not received a Limited Contamination Report (LCAR).
- h. The cumulative amount previously paid by the State of Florida – Inland Protection Trust Fund (IPTF) for cleanup including a spending breakdown for Reimbursement, State Cleanup, Preapproval, Procurement, utilities, and National Pollutant Discharge Elimination System (NPDES) permits and Compensation Agreements and any lump sum payments made for SRFAs. If applicable, also indicate the amount previously paid for cleanup from Federal Leaking Underground Storage Tank (LUST) grant funds. The report will summarize situations and issues where multiple eligible discharges may complicate evaluation of applicable spending.
- i. The State restoration funding cap for each eligible discharge, if applicable, and the available amount remaining for State funded cleanup, cost share amounts, deductibles required and status of deductible payments.
- j. A listing of technical documents for each open petroleum or petroleum products discharge and associated reviews and approvals by the date and cleanup task including references to apparent missing or incomplete documents.

7. The maps and documents collected from Task 1.E.

#### Documentation

At least once a month, the Contractor shall submit the following documents:

- A notification summary report (see Attachment D) including all information necessary for the DEP Contract Manager to locate and verify that each required document (including the SMSR) is correctly inserted into the correct OCULUS file and QA or that reports identified as missing in OCULUS are shown as being received in STCM and/or ERIC. The summary report will also include the reason the review was performed, and whether it was a Category A, B or C review.

#### **Task 2: Contractor Recommendation or Selection Sheet (CSS) Processing and Tracking**

##### Description

Within five (5) business days of receipt of a CSS submitted to Contractor from the public or from DEP, the Contractor will determine whether the CSS was completed and verify the information in STCM and/or ERIC, and public websites. The Contractor shall review each CSS received to ensure that the document is properly executed, notarized (if required) and unaltered. Contractor will also verify that the facility listed on the CSS is either a LSSI site or a site where the owner/RP is paying 25% or more of the costs of cleanup (such as most PCPP and some SRFA sites). Concurrently, the Contractor will confirm that the recommended cleanup contractor, taking care to look at the exact name and address of the contractor, is included and qualified in the STCM and/or ERIC database.

Within five (5) business days of receipt of the CSS, the Contractor shall also determine whether the facility is already assigned to a DEP site manager and cleanup contractor, not assigned to a DEP site manager or cleanup contractor but within DEP priority funding range, or not assigned to a DEP site manager or cleanup contractor and below DEP priority funding range. Then the Contractor shall also confirm the identification of the current property owner(s) and other RP(s) from public online sources, and determine, from DEP's OCULUS and STCM and/or ERIC, whether the deductible, lump sum

payments, and cost share payments have been paid, if applicable, and check on any active work orders or purchase orders. If the new CSS reflects a change in facility address, or owner name or address then the Contractor will verify this information from public online sources and then contact DEP Storage Tanks Registration Section to request an update to STCM and/or ERIC.

If the CSS reflects a change in the current property owner, RP or designated cleanup contractor, then the Contractor shall also send electronic or written notification of the change to the former owner, former RP, or former designated cleanup contractor, as applicable, and the current DEP site manager using a DEP template letter provided by DEP within 10 business days of receipt of the CSS. The Contractor will update STCM and/or ERIC (as necessary), correctly insert into the correct OCULUS facility file and QA the CSS form, property appraiser's information, and any other applicable documents. In all cases, the Contractor shall keep on file the original CSS.

If the CSS has deficiencies that can be resolved by email or telephone, if email or telephone information is available, the Contractor will contact, within five business days of receipt of the CSS, the current property owner, RP or identified cleanup contractor, whichever is appropriate, and inform the CSS applicant of what is necessary to correct the deficiencies and provide a deadline to provide a response or new CSS to the Contractor. Any deficiencies that cannot be resolved by email or telephone, the Contractor shall send written notification and a copy of the CSS to the person that signed the CSS discussing each deficiency and include a deadline to provide a response or a new CSS to the Contractor. If the facility is not a LSSI site or a site where the owner/RP is paying 25% or more of the costs of cleanup (such as most PCCP and some SRFA sites), then a rejection letter on DEP letterhead, using a DEP template letter provided by DEP, will be sent by the Contractor to the applicant, and property owner, if different from the applicant.

The Contractor will also track, in an electronic spreadsheet or database, the status of each CSS throughout the review process. If the property owner or RP is contacted regarding deficiencies in the CSS and does not respond within the designated time frame, then the Contractor will follow up, within five business days of the deadline, by final certified letter return receipt requested on DEP letterhead, using a DEP template letter provided by DEP. If the person that signed the CSS does not respond by the deadline, then the Contractor will follow-up by email or telephone, if email or telephone information is available, at least one time. The Contractor shall document all attempts to contact the person that signed the CSS and will correctly insert all documents relative to these attempts into the correct OCULUS facility file, and QA, and notify the cleanup contractor that the CSS is incomplete using a DEP template letter provided by DEP.

Within five (5) business day of receipt of a CSS for a Low-Scored Site Initiative (LSSI) site: The Contractor will, in addition to the CSS validation process above, verify that an assessment and/or limited remediation plan cost proposal has also been received by the DEP per ss. 376.3071(12)(b)(3), F.S. The CSS and the assessment and limited remediation plan cost proposal must both be received at the same time to be considered a complete submittal. Omission of either of these items will result in the CSS being incomplete. If Contractor receives an incomplete CSS, or receives a CSS without an assessment and limited remediation plan cost proposal, then the Contractor will correctly insert the CSS into the correct OCULUS facility file as incomplete, and notify the entity that submitted the CSS and the property owner, if different from the applicant, by letter with a copy to the recommended cleanup contractor that the CSS submittal was incomplete and the entire package must be re-submitted. Copies of the rejection letters along with the incomplete CSS will be correctly inserted into the correct OCULUS facility file, and QA. If a copy of an assessment and limited remediation plan cost proposal is received with a complete CSS then it will be correctly inserted into the correct OCULUS facility file, and QA, along with the CSS. The Contractor will notify the DEP Contract Manager and LSSI contact person after correctly

inserting a complete CSS with the assessment and limited remediation plan cost proposal into the correct OCULUS facility file and QA.

#### Deliverables

Within five (5) business days of determining whether a CSS is complete or incomplete, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task to include the following:

1. Copies of the CSS(s).
2. Copies of all phone logs, or deficiency or rejection correspondence and e-mails sent to the person that signed the CSS or others involved in this CSS (designated contractor, RPs, etc.).
3. Copies of research work papers (which must be typed, legible and understandable), phone logs and review checklists.
4. Lists and correspondence requesting STCM and/or ERIC updates for new facility name or address information to the DEP Storage Tanks Registration Section.

#### Documentation

Within ten (10) business days of receipt of a complete CSS or determination that a CSS is incomplete, the Contractor shall submit the following documents for Task 2:

- A notification summary report (see Attachment E) including all information necessary for the DEP Contract Manager to locate and verify that a CSS was reviewed and determined to be complete or incomplete and that each required document is in its individual OCULUS facility file and properly indexed.

### **Task 3: Deductible Collection and Tracking for Discharges Eligible under the Abandoned Tank Restoration Program (ATRP)**

#### Description

When requested in writing by the DEP Contract Manager, and within five (5) business days of the request, the Contractor will review STCM and/or ERIC, and OCULUS to ensure that the ATRP deductible required by the eligibility order has not already been paid (or has not been otherwise reduced or waived by DEP order). If not already fully paid, the Contractor will prepare a letter and invoice (see Attachment F and G) for payment of the deductible required by DEP Rule 62-769, F.A.C. and mail by certified mail, return receipt requested to the current property owner as determined by a review of the OCULUS facility file, STCM and/or ERIC, and the appropriate County Property Appraiser's website.

Deductible request letters are mailed to the current property owner unless, because of Contractor's review of the facility file in OCULUS or information from the current owner, the Contractor is aware of an agreement where a 3rd party has agreed to pay the deductible. In that case, the Contractor will send the request to the 3rd party and copy the property owner. If there has been no response or payment by the specified deadline, then the Contractor will attempt to contact the current property owner or, if applicable, the other entity by follow-up phone call, e-mail, or mail sent by regular US mail advising of the consequence of the DEP referring the demand for payment to the Florida Department of Financial Services (DFS) and subsequent referral to a private collections agency. If the current property owner or other entity, as appropriate, indicates a financial hardship in paying the deductible in full at one time, then Contractor shall provide information within five (5) business days of request by the current

property owner or other entity regarding how to request a payment plan or how to request a reduction (variance) or waiver of the deductible.

In cases where the current property owner or other entity requests a payment plan, the Contractor will advise the current property owner of the process to request a deductible payment plan which can be paid over a 12-month period, or longer per PRP Program Administrator (PA) discretion. The Contractor will receive such requests, and within five (5) business days of receipt, prepare a memo to the PA which explains the basic background of the request and provide to the DEP Contract Manager who will discuss with PA. DEP Contract Manager will inform Contractor whether to prepare a letter using a DEP template provided by DEP approving or denying the request and plan (if the plan is approved by DEP, an invoice must be attached) for PA's signature. Contractor shall prepare the letter and provide to Contract Manager to obtain PA signature. The DEP Contract Manager will return the signed letter to Contractor to mail. The Contractor will track, in an electronic spreadsheet each request and payment plan to ensure that terms and timeframes are met. The Contractor will notify the DEP Accounting Office by email of any deductible payment plan and coordinate the tracking of all deductible payments and payment plans with the DEP Accounting Office.

In cases where the current property owner or other entity requests a reduction (variance) or waiver of the deductible, the Contractor, within 24 hours of receipt of a request for a reduction or waiver (which should include supporting documentation), the Contractor will deliver the request to the DEP Contract Manager for further processing and a decision. DEP Contract Manager will notify the Contractor of the decision. Contractor shall track, in an electronic spreadsheet, the dates of all letters sent and correspondence received, as well as the date request is forwarded to the DEP Contract Manager and the date that the Contract Manager notifies the Contractor of a decision. However, they will not insert original or copies of financial documents related to waiver requests into OCULUS.

Contractor will track all deductible payment notifications received from DEP Accounting Manager, in an electronic spreadsheet, (see Attachment H), and prepare a report monthly. If a payment is not received within 30 calendar days as agreed to in the payment plan or deductible reduction decision, the Contractor will prepare a failure to pay letter, using a DEP template letter provided by DEP, and send to DEP Accounting Manager for written approval prior to sending to current property owner or other entity.

If the deductible has not been paid after the required notices and deadlines for paying the deductible in full or in payments have passed, then the Contractor will prepare a collection referral using the DFS spreadsheet template provided by DEP. Contractor shall complete and email the DFS spreadsheet to the Contract Manager for review and further processing to DFS.

Deductibles or initial installment payment must be paid within 120 calendar days from the initial request or they must be referred to collections. Any subsequent installment payments must be paid with 90 calendars (as per the payment plan) or they must be referred to DFS. The Contractor will track, in an electronic spreadsheet, all payment notices to current property owner or 3rd party, if applicable, and referrals to DFS.

#### Deliverables

Within five (5) business days of a deductible request, receipt of a property owner's claim of a potential financial hardship, DEP's referral of a deductible to DFS, DFS's informing DEP of its forwarding a deductible claim to a private collections firm, or Contractor's sending a failure to pay ATRP deductible letter, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, as applicable:

1. Copies of deductible request letters with the deductible invoice and any other attachments to the letter.
2. Requests received from the current property owner or other entity requesting a payment plan, variance or waiver of deductible.
3. Telephone logs of all incoming and outgoing calls regarding this task.
4. Copies of emails regarding this task.
5. DEP's order responding to requests for waiver or variance.
6. Copies of Collection Referrals sent to the DEP Contract Manager.
7. Copies of DEP Collection Referral reviews.
8. Copies of collections referral with the DFS spreadsheet template.
9. Copies of failure to pay ATRP deductible letters.

*Note: All protected information received by the Contractor must be hand delivered to DWM.*

#### Documentation

Within ten (10) business days of DEP's request for deductible processing, the Contractor shall submit the following documentation for Task 3:

- A notification summary report (see Attachment I) including all information necessary for the DEP Contract Manager to locate and verify that a letter(s) was sent requesting a deductible plus all subsequent correspondence regarding such request and that the document is in its individual OCULUS facility file and properly indexed.

Once a month, the Contractor shall submit the following documents for Task 3:

- A copy of the Deductible Payment Tracking spreadsheet (see Attachment H) and a notification summary report (see Attachment J) including all information necessary for the DEP Contract Manager to verify that each required document (other than the deductible request letter) is in its individual OCULUS facility file and properly indexed and to locate and verify that follow-up attempts were made to collect a deductible, information regarding how to request a payment plan, variance or waiver of the deductible was provided to the current property owner or other entity, if applicable, failure to pay deductible letters were sent, and collection requests were referred to DFS, if applicable.

#### **Task 4: Deductible Collection and Tracking for discharges eligible under the Petroleum Liability and Restoration Insurance Program (PLRIP) and Drycleaning Solvent Cleanup Program (DSCP)**

##### Description

When requested in writing by the DEP Contract Manager, and within five (5) business days of the request, the Contractor will review STCM and/or ERIC, and OCULUS to ensure that the PLRIP deductible(s) indicated on the eligibility order(s) has not already been paid. If not already fully paid, the Contractor will prepare an invoice (see Attachment K) for payment of the deductible required by Section 376.3072, and 376.3078, F.S. on DEP letterhead and mail by certified mail return receipt requested to the current property owner as determined by a review of the OCULUS facility file, STCM and/or ERIC and the appropriate county Property Appraiser's website. Deductible request letters are mailed to the

current property owner unless, because of Contractor's review of the facility files in OCULUS, the Contractor is aware of an agreement where a 3rd party has agreed to pay the deductible. In that case, the Contractor will send the request to the 3rd party and copy the property owner. If neither party pays the deductible, Contractor will mail a request to the PLRIP applicant. DWM Accounting Manager will notify the Contractor when a deductible payment is received and the Contractor will track, in an electronic spreadsheet, deductible requests and applicable deadlines, and receipt of the fully paid deductible or deductible payments.

Contractor will mail deductible requests as described in the paragraph above. If there has been no response by the addressee by the specified deadline, then Contractor will attempt to contact the next entity (beginning with current property owner, then other RP(s) or PLRIP or DSCP applicant, as applicable), by a follow-up letter advising of the consequence of referral to DFS for forwarding to a contracted collections agency, and then email and telephone, at least one time, if an email address or telephone number is available.

For PLRIP eligible discharges, in cases where the current property owner claims a financial hardship, the Contractor will advise the current property owner of the process to request a deductible payment plan which can be paid over a 12-month period, or longer per PRP PA discretion (if longer than 12 months' interest may be added). The Contractor will receive such requests from the owner, prepare a memo to the PA which explains the basic background of the request and provide to the DEP Contract Manager who will discuss with PA. DEP Contract Manager will inform Contractor whether to prepare a letter using a DEP template letter provided by DEP approving or denying the request and plan (if the plan is approved by DEP, an invoice must be attached) for PA signature. Contractor shall prepare the letter, and forward to Contract Manager to obtain PA signature. The DEP Contract Manager will return the signed letter to Contractor to mail. The Contractor will track, in an electronic spreadsheet, each request and payment plan to ensure that terms and timeframes are met. The Contractor will notify the DEP Accounting Office by email of any deductible payment plan and coordinate the tracking of all deductible payments and payment plans with the DEP Accounting Office.

Monthly the Contractor will record all deductible payment notifications received from the DEP Accounting Manager, and track, in an electronic spreadsheet, all deductible payments. If a payment is not received within 30 calendar days as agreed to in a payment plan, the Contractor will prepare a letter using a DEP template provided by DEP and send to DEP Accounting Manager for approval prior to sending to current property owner or other entity.

If the deductible has not been paid after the required notices and deadlines for paying the deductible in full or in payments have passed, then the Contractor will prepare a collection referral using the DFS spreadsheet template provided by DEP Contractor shall complete and email the DFS spreadsheet to the Contract Manager for review and, if approved, the Contractor will refer to DFS. Deductibles or initial installment payment must be paid within 120 calendar days from the initial request or they must be referred to collections. Any subsequent installment payments must be paid within 90 calendars (as per the payment plan) or they must be referred to DFS. For PLRIP and DSCP eligible discharges, the Contractor will track, in an electronic spreadsheet, all payment notices to current property owner or 3rd party, if applicable, and referrals to DFS.

#### Deliverables

Within five (5) business days of a deductible request, receipt of a property owner's claim of a potential financial hardship, DEP's referral of a deductible to DFS, DFS's informing DEP of its forwarding a deductible claim to a private collections firm, or Contractor's sending a failure to pay PLRIP or DSCP



deductible letter, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, as applicable:

1. Copies of deductible request letters with the deductible invoice and any other attachments to the letter.
2. Requests received from the current property owner, RP or PLRIP applicant for deductible payment plan.
3. Telephone logs of all incoming and outgoing calls regarding this task.
4. Copies of emails regarding this task.
5. Copies of deductible payment approval letters.
6. Copies of collection referrals sent to the DEP Contract Manager.
7. Copies of DEP collection referral reviews.
8. Copies of collections referral to DFS with the DFS spreadsheet template.
9. Copies of failure to pay PLRIP or DSCP deductible letters.

*Note: All protected information received by the Contractor must be hand delivered to DWM.*

#### Documentation

Within ten (10) business days of DEP's request for deductible processing, the Contractor shall submit the following documentation for Task 4:

- A notification summary report (see Attachment L) including all information necessary for the DEP Contract Manager to locate and verify that a letter was sent requesting a deductible and the deductible request letter is in its individual OCULUS facility file and properly indexed.

Once a month, the Contractor shall submit the following documents for Task 4:

- A copy of the Deductible Payment Tracking spreadsheet (see Attachment H) and a notification summary report including all information necessary for the DEP Contract Manager to verify that each required document (other than the deductible request letter) is in its individual OCULUS facility file and properly indexed and to locate and verify that follow-up attempts were made to collect a deductible, information regarding a payment plan was provided to the current property owner, RP, PLRIP applicant or DSCP applicant, that deductible payment plans are being tracked, and collection requests were referred to DFS, if applicable.

#### **Task 5: PCPP LCAR Solicitation and Tracking**

##### Description

When requested in writing by the DEP Contract Manager, and within five business days of the request, the Contractor will prepare a written request on DEP letterhead, using a DEP template letter provided by DEP, to the property owner, unless, because of Contractor's review of the facility files in OCULUS, the Contractor is aware of an agreement where a 3rd party has agreed prepare the LCAR. In that case, the Contractor will send the request to the 3rd party and copy the property owner. The letter must identify the contact for submittal of the LCAR to the Contractor. Once an LCAR is received by the Contractor, it will be forwarded to the DEP Contractor Manager for DEP assignment and technical review. Contractor will track, in an electronic spreadsheet or database, deadlines for submitting a PCPP LCAR (Complete

CSS's, see Task 2 above, will be held and not assigned until the LCAR is received.) If neither party prepares the LCAR, Contractor will mail a request to the PCPP applicant.

If, after 60 calendar days, there is not response to the first letter, then the Contractor will make a second attempt to contact the property owner and 3rd party, as applicable, by email and telephone, at least one time, if an email address or telephone number is available. If no contact is made or no resolution has been achieved after another 30 calendar days, a follow-up letter using a DEP template letter provided by DEP will be sent to the property owner. If no LCAR is received within 120 calendar days of the original request letter, then the Contractor will prepare a DEP referral packet with documentation of every attempt to obtain the LCAR and forward the referral packet to the DEP Contract Manager.

If the property owner (or RP, if applicable) requests a time extension to submit the LCAR, then the Contractor can grant such extension in writing (copying the contractor performing the LCAR, if known) up to a maximum of 90 calendar days from the original LCAR due date. Any requests to extend the LCAR due date more than a total of 90 calendar days Contractor must forward to the DEP Contract Manager for review. DEP Contract Manager will notify the Contractor of DEP's decision and the Contractor shall then notify the property owner (or RP, if applicable) of the decision in writing (email or by regular US mail) copying the contractor performing the LCAR, if known.

If the property owner (and RP, if applicable) claims that they may qualify as indigent and are unable to pay for some or all of costs associated with the LCAR or their PCPP cost share then upon request of the property owner (and RP, if applicable), the Contractor will send the appropriate Ability-To-Pay (ATP) analysis forms at (<http://www.dep.state.fl.us/waste/categories/pcp/pages/abilitytopay.htm>) and cover letter, using a DEP template letter provided by DEP, appropriate to the identification of the entity making the request instructing recipient to MAIL the completed packet to the Contractor with a 60-day deadline for response. If the owner completes the forms and submits them to the Contractor within the 60-day response time the Contractor will send the complete and original ATP packet to the DEP Contract Manager for ATP analysis. The DEP Contract Manager will forward the OIG decision memo to Contractor who will notify the applicant of the decision. If owner's financial obligations are reduced then Contractor must contact other RPs to obtain the balance of the PCPP co-payment and, if applicable, an LCAR.

If the forms are not submitted within the 60-day response time the Contractor will attempt to contact the property owner (or another RP, if applicable). If the Contractor is unable to contact the property owner or RP, or no resolution has been achieved regarding submittal of the ATP forms to the Contractor, and an LCAR has not been received by the due date, then the Contractor will refer to DEP Contract Manager with documentation of all the attempts to obtain the LCAR and the completed ATP form.

The Contractor will correctly insert into the correct OCULUS facility file, and QA all documents and correspondence created by Contractor and received by Contractor during this process. The Contractor will track, in an electronic spreadsheet or database, receipt of all LCAR and ATP requests and submittals. The DEP Contract Manager will copy the Contractor on DEP's responses to PCPP Cost Share Agreements.

#### Deliverables

Within five (5) business days of sending out any letter regarding the preparation and submission of an LCAR, or sending or receiving an email, or making or accepting a telephone call, or preparation of a PCPP referral package, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, at a minimum this will include the following:

1. Copies of all correspondence requesting an LCAR (including mail and email).

2. Copies of all ATP cover letters (the original ATP forms and documents completed and submitted for DEP shall be given to DEP Financial Analysis Coordinator to file).
3. Telephone logs of all incoming and outgoing calls related to this task.
4. The PCPP Referral packet prepared by and sent by Contractor to DEP for processing.

*Note: All protected information received by the Contractor must be hand delivered to DWM.*

#### Documentation

At least monthly, the Contractor shall submit the following documentation to the DEP Contract Manager for Task 5:

A notification summary report (see Attachment M) including all information necessary for the DEP Contract Manager to locate and verify that an LCAR was requested and that appropriate follow-up attempts were made to obtain an LCAR, that all requested ATP forms and cover letters were sent and that appropriate follow up attempts were made to obtain completed ATP information and that each required document is in its individual OCULUS facility file and properly indexed.

### **Task 6: DEP Cleanup Contractor Qualification Processing and Tracking**

#### Description

The Contractor will be responsible for the review, processing and updating in STCM and/or ERIC DEP cleanup contractor qualifications including:

1. Update STCM and/or ERIC (Contractor Qualification Information Screen which could include insurance company name, policy numbers, coverage amounts, effective dates, expiration dates, and PE and PG licenses (yes or no) and license expiration dates. PRP Contractor Qualification Forms (both for Agency Term Contractors (ATC) and other qualified cleanup Contractors) and associated certifications and insurance documentation submitted by contractors within five business days of receipt. Such insurance and certifications are submitted by ATCs and other qualified cleanup Contractors to satisfy Section 376.3071, F.S. and Rule 62-772.300(1), (2) and (3), F.A.C. The Contractor shall review insurance policy limits by type and expiration plus business and professional certifications types and expiration dates. This includes, as currently required:
  - a. Worker's compensation insurance as required by the Florida Workers' Compensation Law.
  - b. Comprehensive general liability and comprehensive automobile insurance with minimum limits of at least \$1 million per occurrence and \$1 million aggregate to pay claims for damage for personal injury, including accidental death, as well as claims for property damage that may arise from performance of work under the program, which insurance designates the state as an additional insured party.
  - c. Professional liability insurance of at least \$1 million per occurrence and \$1 million annual aggregate.
  - d. Professional business certificates of authorization (geology or engineering).
2. Update STCM and/or ERIC (Contractor Qualification Information Screen) for OSHA compliance and minority vendor status after reviewing Contractor Qualification Forms (both for ATCs and other qualified cleanup contractors) for vendor certification statement.
3. Contractor shall track cleanup contractor qualification files on each DEP ATC and other qualified cleanup contractor in an electronic spreadsheet or database and weekly update data pertaining to

all qualified cleanup contractors in the contractor qualification electronic spreadsheet or database and STCM and/or ERIC database (however, if a required insurance policy, business certification or license has expired, this information must be updated in STCM and/or ERIC within 24 hours of the expiration). Add newly qualified cleanup contractors and eliminate disqualified cleanup contractors from the databases within 24 hours of Contractor knowledge of qualification or deficiency, as applicable. Contractor shall keep and maintain copies of all cleanup contractor notifications, pertaining to expiration, and deficiency of cleanup contractor qualifications in the cleanup contractor qualification files. Cleanup contractor qualification files will be correctly inserted and QA in the corresponding task folder in OCULUS Storage Tanks Restricted.

4. Contractor shall monitor and track, using the STCM and/or ERIC database, the expiration dates of cleanup contractor insurance policies and business and professional certifications. Contractor shall notify the DEP Contract Manager and prepare letter on DEP letterhead using a template letter provided by DEP addressed and mailed (or .pdf attached to an email, if an email address is available) to the cleanup contractor 30 calendar days prior to expiration of any required insurance policies or business certifications and licenses notifying the cleanup contractor of the impending expiration. Contractor shall notify the DEP Contract Manager and prepare letter on DEP letterhead, using a DEP template letter provided by DEP, addressed and mailed (or .pdf attached to an email, if an email address is available) to cleanup contractor once a required insurance policy, business certification or license has expired and update STCM and/or ERIC within 24 hours of the expiration. Qualification requirements are found in Section 376.3071(6), F.S. and Rule 62-772, F.A.C., and MyFloridaMarketPlace. Expiration letters will be correctly inserted and QA in corresponding task folder in OCULUS Storage Tanks Restricted.
5. Contractor shall keep up-to-date qualified cleanup contractor email and physical addresses in an electronic spreadsheet or database.
6. Contractor shall email to cleanup contractors or interested parties' information on qualification requirements, insurance confirmation and certification forms within two business days of request for such information.

#### Deliverables

The Contractor will correctly update STCM and/or ERIC, and correctly insert into the OCULUS facility file and QA, and keep and maintain copies of all cleanup contractor notifications, expiration, and 30-day notice letters at Contractor's offices within 10 business days of receipt of updated insurance or business and professional certifications, expiration of insurance or business and professional certifications or of sending a 30-day notice letter to cleanup contractor.

The Contractor will submit copies of all certifications and insurance documentation submitted by cleanup contractors pertaining to DEP cleanup contractor qualifications and associated review checklists and work papers to the DEP Contract Manager upon request.

#### Documentation

Once a month, the Contractor shall submit the following documents for Tasks 6:

- A summary report (see Attachment N) summarizing the total number of cleanup contractors in the program, and the name and business address of any cleanup contractors that were added, removed or reinstated to/from the qualified contractor list described in Task, paragraph 2 with effective dates.

- Contractor will send a report, using a DEP template format provided by DEP , to the DEP Contract Manager that includes the number of insurance expiration dates tracked during the month, notices sent to cleanup contractor 30 calendar days prior to expiration of any qualifications, correspondence sent to cleanup contractors of any expiration of insurance dates, contractor qualifications forms processed, certificate of insurance reviewed and finalized, number of email conversations between Contractor and DEP cleanup contractors, and number of times that information is provided by email from Contractor to interested parties on contractor qualification requirements.

## **Task 7: Site Access Agreement (SAA) Letters**

### Description

This task includes the general requirements for SAA letters sent by the Contractor (Initial, Follow-up and Rescission) and whether the letter includes a self-addressed stamped envelope (SASE) or is sent certified mail return receipt requested, to property owners. The Contractor will process and track deadlines for all correspondence generated under this task in an electronic spreadsheet or database. The Contractor will separately track and note on the Notification Summary Report and Invoice each letter by Task(s) (7A, 7B, 7C, 7D or 7E). The Contractor will correctly insert into the correct OCULUS facility file, and QA copies of all letters or other correspondence sent and all responses received.

#### Task 7A: Initial SAA Letters

When requested in writing by the DEP Contract Manager, PCPP/LCAR Coordinator, or other designated DEP staff, and within five business days of the request, the Contractor will mail an initial letter with attached SAA template, using DEP templates provided by DEP, to a property owner requesting site access for DEP which provides the real property owner 30 calendar days to return an executed agreement or otherwise respond. Before mailing the letter, the Contractor will research the County Property Appraiser's website for the location of the property to which DEP needs access for the identification of the current property owner and other databases (such as STCM, ERIC and, for corporations and LLCs, sunbiz.org, attorneys - flabar.org, P.E.s or P.G.s- myfloridalicense.com,) as necessary to confirm the current mailing address of the current real property owner. The Contractor will process the Initial SAA Letter (with attachments), track, in an electronic spreadsheet or database, all correspondence sent and received throughout the process. The Contractor will also process and track, in an electronic spreadsheet or database, deadlines for all correspondence generated under this task. If research for a PRP facility finds a change in the identification of current property owner name or address, then the Contractor will contact DEP Storage Tanks Registration Section to request an update to STCM and/or ERIC. If research for a DSCP facility finds a change in the current property owner name or address, then the Contractor will contact the Section designee to inform them of the change.

#### Task 7B: Follow-up SAA Letters

If after 30 calendar days, neither DEP nor Contractor has received an executed SAA or other response to the initial letter, then within five business days of that deadline the Contractor will mail a follow-up letter using a DEP template letter provided by DEP which provides the property owner 14 calendar days to respond. If no executed access agreement is provided, then the Contractor will mail a third letter using a DEP template letter provided by DEP (sent certified mail return receipt requested) to the property owner which provides them 14 calendar days to submit an executed SAA or otherwise respond. Contractor will either respond to or forward to DEP Contract Manager via email any questions from the property owner or representatives.

#### Task 7C: Self Addressed Stamped Envelopes (SASE)

When requested by the DEP Contract Manager, the Contractor will include a SASE with correspondence sent under Task 7A, 7B or 7D and will track, using an electronic spreadsheet or database, SASEs included in correspondence and SASE responses returned to the Contractor from the property owner, RP or entity as required.

#### Task 7D: Eligibility Rescission Orders due to lack of providing site access

If after 14 calendar days from the last deadline in Task 7B, neither the DEP nor the Contractor have received an executed SAA then the Contractor will prepare and email to DEP Contract Manager for review a memo with a chronology plus supporting documents of all attempts known by the Contractor of anyone (Contractor, DEP site manager, cleanup contractor, attorney, etc.) attempting to obtain permission from the real property owner for access to the property. Contractor must comply with the rescission review requirements of PRP.

Within five business days of the DEP Contract Manger informing Contractor to prepare an eligibility rescission order, Contractor shall prepare such order using an FDEP template provided by DEP, update the chronology, if necessary, and attach other documents and email to DEP Contract Manager for review and to provide to PA for signature. Once the DEP Contract Manager returns executed order to Contractor, Contractor shall within one business day mail the order by certified mail return receipt requested to the correct property owner and copy those on the "cc" list (the DEP site manager, appropriate District enforcement contact for that location, eligibility coordinator, cleanup contractor, applicant to the program, attorney, etc.).

#### Task 7E: Processing and Tracking of Certified Mail Return Receipt Requested

When requested by the DEP, and within five business days of the request, the Contractor will send out and track, in an electronic spreadsheet or database, a letter under Task 7A, 7B, or 7D by certified mail return receipt requested, which includes verified signature receipt, to a property owner, RP, or entity as required.

If there is a lessee or tenant on the property, then a separate SAA may be required. If requested by the property owner or the tenant, repeat these same steps of 7A-E for the tenant.

#### Deliverables

Within five business days of mailing, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task. At a minimum, this will include the following:

- Correspondence sent or received by Contractor under this task.
- Certified mail receipts issued and returned under this task.
- All correspondence and rescission review packages generated prepared and sent to DEP under this task.
- Telephone logs of all incoming and outgoing calls regarding this task.

#### Documentation

At least monthly, but no more than two weeks after Contractor sends correspondence (letters or emails) Contractor shall submit the following documentation for Task 7:

- A notification summary report (see Attachment O), categorized by type of correspondence, and DEP Program including all information necessary for the DEP Contract Manager to locate and verify correspondence was sent, how it was sent (email, regular mail, certified mail, etc.), and whether it included a SASE and each required document is in its individual OCULUS facility file and properly indexed.

## **Task 8: Miscellaneous Correspondence**

### Description

This task is for other miscellaneous correspondence if requested in writing by the DEP Contract Manger or other designated DEP staff. This task includes the general requirements for each type of correspondence sent by the Contractor (Initial or Follow-up) and whether the document includes a SASE or is sent by email, regular mail or certified mail return receipt requested.). The specific procedures for sending, tracking, recording and reporting, for each type of correspondence will be provided by DEP Contract Manager. The Contractor will separately track in an electronic spreadsheet or database, and note on the Notification Summary Report and Invoice each correspondence by Task(s) (8A, 8B, 8C or 8D) and the correspondence by type. The Contractor will correctly insert into the correct OCULUS facility file, and QA copies of all correspondence sent and responses received.

#### Task 8A: Initial Correspondence

When requested in writing by the DEP Contract Manager or other designated DEP staff, and within five business day of the request, the Contractor will mail an initial letter, using a template provided by DEP, to the appropriate entity as requested by DEP. The Contractor will research the appropriate County Property Appraiser's website and other databases (STCM, ERIC, sunbiz.org, flabar.org, myfloridalicense.com, etc.) as necessary to confirm the current mailing address of each addressee (and anyone copied on the correspondence). The Contractor will process the letter requested by the DEP, and track, in an electronic spreadsheet or database, all correspondence sent and received throughout the process. If research finds a change in the identification of current property owner name or address, then the Contractor will contact DEP Storage Tanks Registration Section to request an update to STCM and/or ERIC.

#### Task 8B: Follow-up Correspondence

Within five (5) business days of the request by the Department or by 15 days after the deadline provided addressee in task 8A, the Contractor will send and track, in an electronic spreadsheet or database, follow-up correspondence using template provided by DEP to the addressee (and anyone copied on the correspondence).

#### Task 8C: Self Addressed Stamped Envelopes (SASE)

When requested by the DEP Contract Manager, the Contractor will include a SASE with correspondence sent under Task 8A or 8B and will track, using an electronic spreadsheet or database, SASEs included in correspondence and SASE responses returned to the Contractor from the property owner, RP or entity as required.

#### Task 8D: Processing and Tracking of Certified Mail Return Receipt Requested

When requested by the DEP, and within five business days of the request, the Contractor will send out and track, in an electronic spreadsheet or database, correspondence under Task 8A or 8B sent by

certified mail return receipt requested, which includes verified signature receipt, to a property owner, RP, or entity as required.

#### Deliverables

Within five (5) business days of mailing, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task. At a minimum, this will include the following:

- Copies of all correspondence sent or received under this task.
- Telephone logs of all incoming and outgoing calls under this task.
- Copies of all certified mail receipts issued under this task.

#### Documentation:

At least monthly, the Contractor shall submit the following documentation for Task 8:

- A notification summary report (see Attachment P), categorized by type of correspondence and DEP Program, including all information necessary for the DEP Contract Manager to locate and verify correspondence was mailed, and if applicable that it included a SASE or was sent certified mail return receipt requested, and each required document is in its individual OCULUS facility file and properly indexed.

### **Task 9: Processing and Tracking of Cleanup Utility Invoices**

#### Description

Within five (5) business days of receipt of a copy of the Utility Account Establishment letter from the DEP site manager (See Attachment Q), the Contractor shall initiate tracking, in an electronic spreadsheet or database, of the utility invoices for that facility.

The Contractor will retrieve utility invoices from DEP Division of Waste Management office in Tallahassee, Florida. Within five (5) business days of receipt of utility invoices, the Contractor will verify that the account has been established, the charges are within the expected range, and circle the amount approved for payment. The Contractor will resolve discrepancies in billing identified during its review or if brought to the Contractor's attention by the DEP site manager with the utility provider (such as service previously paid, taxes assessed for which the State is exempt, and accounts for which there is no program record). The Contractor will reconcile all utility invoice payments using the monthly Florida Accounting Information Resource (FLAIR) detail reports provided by the DEP Finance and Accounting Office (F&A). The Contractor will submit the invoice to F&A for payment, and simultaneously copy the DEP site manager and correctly insert into the correct OCULUS facility file, and QA. If local utility is assessing and will not waive penalties, Contractor shall inform DEP Contract Manager for follow-up.

Contractor shall monitor and track, in an electronic spreadsheet or database of DWM's choosing, receipt and payment of utility invoices. Each utility invoice for a facility that DEP has approved for payment under this task will be considered as one item/unit regardless of the number of services (electric, water, sewer) contained within a utility invoice.

Monthly, the Contractor will notify Contract Manager of any utility accounts that have had the minimum billing (reflecting that the remediation system is either disconnected or off) for six consecutive months and include the information on the utility account reconciliation report and notify the DEP site manager within five business days of Contractor knowledge of six consecutive months of minimum billing.



### Deliverables

Within five business days of Contractor completing a utility invoice review and verification, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, at a minimum this will include the following:

- Copies of F&A transmittal cover sheets for all utility invoices forwarded for payment.
- Copies of utility invoices including account reconciliations.
- All correspondence Contractor sent or received pursuant to this task.
- Telephone logs of both incoming and outgoing calls pursuant to this task.

### Documentation

At least once a month, the Contractor shall submit the following documentation for Task 9:

- A notification summary report (see Attachment R) including all information necessary for the DEP Contract Manager to locate and verify that new utility accounts are being tracked, that utility invoices were reviewed and reconciled, and each required document is in its individual OCULUS facility file and properly indexed.
- A report of facilities, by facility identification number, that appear to have had the minimum billing for six months or more.
- A monthly Fiscal Report (see Attachment S) by facility identification number that can be used to update cap spending.

## **Task 10: Petroleum Contaminated Facilities Priority Scoring and Re-Scoring**

### Description

The Contractor shall provide all services required for scoring and re-scoring petroleum contaminated facility(s) in accordance with Chapter 62-771, F.A.C., including the process of requesting, receiving, and tracking, in an electronic spreadsheet or database, DOH potable well surveys (PWS). The Contractor, as instructed by the DEP Contract Manager, will make a request to the DOH, or other contracted entity in the event of a change in the current process, to determine whether any potable wells are in an area defined by DEP to be near to a specific petroleum facility. DOH will conduct a PWS in the defined area of the petroleum facility per DEP contract with DOH. The Contractor will track, in an electronic spreadsheet or database, all PWS requested of and received from DOH and the reason each survey was requested.

### Task 10A: Initial Scoring of Petroleum Contaminated Facilities

Within ten (10) days of a written request by the DEP Contract Manager, the Contractor will request and use the most recently received DOH PWS map and analysis report, the DEP PWS potable well database and the DEP scoring checklist in electronic format to calculate the facility priority score in accordance with Chapter 62-771, F.A.C.

For facilities where a DOH PWS does not exist, the Contractor will send the DEP Contract Manager a request by email for written approval to request a new DOH PWS from DOH. If the Contractor receives written approval from the DEP Contract Manager, the Contractor will request, within 10 business days of approval, from DOH a new DOH PWS, track, in an electronic spreadsheet or database, the request (if not received within six months from the date of request to DOH Contractor will follow-up with DOH asking when DEP can expect to receive PWS and track follow-up date and response), then, within five

business days of receipt of DOH PWS, Contractor shall evaluate and calculate the facility priority score in accordance with Chapter 62-771, F.A.C. using the new DOH PWS, analysis report and a facility score worksheet provided by DEP.

After calculating the score, the Contractor will send a scoring notification letter on DEP letterhead using a DEP template letter provided by DEP to the current property owner as researched through the appropriate County Property Appraiser website (and linking to the latest deed if necessary to assist with identification). If there is a discrepancy between the property owner name or address listed in STCM and/or ERIC, and the property owner listed in the property appraiser web site, then this information shall be forwarded to the DEP Storage Tanks Registration Section (who will then update STCM and/or ERIC). Once any discrepancies have been resolved an electronic copy of the PWS will also be emailed to the DEP site manager listed in STCM and/or ERIC or the DEP Contract Manager, if no DEP site manager is listed in STCM and/or ERIC. If the scoring process results in a score within priority funding range (DEP will keep Contractor up-to-date on priority funding score), then the Contractor shall notify the DEP Contract Manager for State-funded cleanup (pursuant to paragraph above). If the facility was scored at an DEP District request for enforcement and there is no discharge eligible for State-funded cleanup or indigent consent order, the Contractor will submit the updated score to the DEP District that requested the score evaluation. The Contractor will be responsible for drafting and sending any correspondence necessary to complete the facility scoring process and updating the facility score in STCM and/or ERIC as necessary.

#### Task 10B: Re-Scoring of Petroleum Contaminated Facilities

Within ten (10) business days of a written request by the DEP Contract Manager, the Contractor will use the most recently received DOH PWS map and analysis report, the DEP PWS potable well database, and the DEP scoring checklist in electronic format to re-score a facility in accordance with Chapter 62-771, F.A.C.

Unless the facility is currently actively undergoing cleanup (see Note, below), for facilities where a PWS was completed more than three years ago, as shown on the most recent DOH PWS (available in facility file in OCULUS), the Contractor will send the DEP Contract Manager a request by email to allow the Contractor to request a new DOH PWS. This request should only include facilities that are not active, unless a re-score was specifically requested by the DEP Contract Manager. Once the Contractor has received written approval from the DEP Contract Manager, the Contractor will request from DOH a new DOH PWS and then track, in an electronic spreadsheet or database, the request (if not received within six months from the date of request to DOH the Contractor will follow-up with DOH asking when DEP can expect to receive PWS and track follow-up date and response). Within five business days of receipt of the DOH PWS, Contractor shall evaluate and calculate the facility priority score in accordance with Chapter 62-771, F.A.C. using the new DOH PWS, analysis report and a facility score worksheet provided by DEP.

The facility priority score will be calculated based on the most recently received DOH PWS. After calculating the score, the Contractor will send a scoring notification letter, using a template letter provided by DEP, on DEP letterhead to the current property owner as researched through the appropriate County Property Appraiser website (and linking to the latest deed if necessary to assist with identification). If there is a discrepancy between the property owner listed in STCM and/or ERIC and the property owner name or address listed in the property appraiser web site, then this information shall be forwarded to the DEP Storage Tanks Registration Section (who will then update STCM and/or ERIC). Contractor shall send an electronic copy of the PWS to the DEP site manager listed in STCM and/or ERIC. If the re-scoring process results in a new score within priority funding range (DEP will keep Contractor

up-to-date on priority funding score), then the Contractor will notify the DEP Contract Manager. If the facility was re-scored at an FDEP District request for enforcement and there is no discharge eligible for state-funded cleanup or indigent consent order, the Contractor will submit the updated score to the DEP District that requested the score evaluation. The Contractor will be responsible for drafting and sending any correspondence necessary to complete the facility re-scoring process and updating the facility score in STCM and/or ERIC as necessary.

*Note: For active DEP facilities where a proposed new score would result in the facility priority score dropping below the current priority funding threshold, the Contractor will forward a packet to the DEP Contract Manager consisting of a copy of the new DOH PWS and a draft copy of the new facility score worksheet along with any other supporting documentation, including, but not limited to, a copy of any previous DOH PWS and facility score worksheet, the most recent facility assessment information, and any other information regarding location of wells to the contaminated facility. The DEP Contract Manager will notify the Contractor whether the priority score will change or not change so that the score can be updated in STCM and/or ERIC, if applicable. If the score will change, the Contractor will be responsible for drafting and sending any correspondence necessary to complete the facility re-scoring process, and will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task including any reasons as to why the score was changed or not changed.*

When directed by the DEP Contract Manager and within five business days of the request, the Contractor will provide a re-evaluation of an existing facility priority score without requesting a new or updated DOH well survey. In this case, any changes to the facility priority score will be approved by the DEP Contract Manager prior to entering a different score into STCM and/or ERIC.

#### Task 10 C: Well Survey Request Tracking

At request of DEP Contract Manager and within 10 business days of receiving a list of facilities from the DEP Contract Manager, the Contractor will review the list for any duplicate discharges and/or facilities sampled by DOH within the last year and return an edited list to the DEP Contract Manager. Within five business days of approval of the edited list by the DEP Contract Manager, the Contractor shall submit the list to DOH requesting PWS for the facilities listed, and will maintain a database tracking PWS completed along with sampling and laboratory analysis reports received from DOH.

#### Deliverables

Within five (5) business day of an initial scoring or re-scoring, or receipt of a PWS from DOH, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, including the following:

- Scoring packages for all completed facilities with copies of electronic or paper checklists, worksheets, correspondence, and copies of notification letters OR
- Re-scoring packages for all completed facilities with copies of electronic or paper checklists, worksheets, correspondence, and copies of notification letters, including any comments as to why the score was changed or not changed.
- DOH PWS

Within five (5) business days, the Contractor will data enter any initial score into STCM and/or ERIC, and will update STCM and/or ERIC, with any approved re-score.

#### Documentation

The Contractor shall submit the following documentation for Task 10A and 10B:

- At least monthly, the contractor will submit a notification summary report (see Attachment T) including all information necessary for the DEP Contract Manager to verify scoring or re-scoring was properly completed and that DOH PWS were requested and tracked, and that each required document is in its individual OCULUS facility file and properly indexed, and that STCM and/or ERIC has been updated accordingly
- Monthly, the Contractor will submit a summary (See Attachment U) report itemizing the number of scoring, and re-scoring completed and the number of PWS requests made to DOH by the Contractor during that month.

### **Task 11: Processing and Tracking Off-Site Contamination Notification Letters**

#### Description

#### Task 11A: Processing and Tracking of Initial Off-Site Contamination Notification Letters

Within five (5) business days of receipt from designated DWM staff, the Contractor shall review Initial Off-Site Contamination Notice packages submitted by the DWM for all the DWMs' cleanup programs in accordance with Rule 62-780.220(2), F.A.C. and DWM guidance (Attachment V). Contractor shall verify the source property owner's mailing address and the name and mailing address of each affected off-site property with the appropriate County Property Appraiser's website, notify the submitter of the package of any errors and request any additional information needed, and prepare draft printouts from the noticing database of the properties and parties to be noticed as well as the associated contaminants and concentrations. Draft printouts shall be forwarded to the designated DWM staff.

Upon written approval of draft results by designated DWM staff and within five business days of approval, the Contractor shall prepare off-site contamination notices on DWM letterhead with the Division Director's electronic signature in the format provided by the DWM's cleanup programs, and mail the off-site contamination packages. The Contractor shall track, using an electronic spreadsheet or database, all noticing activities with specific data elements as directed by the designated DWM's cleanup programs.

#### Task 11B: Processing and Tracking Follow-up Off-Site Contamination Notification Letters for DWM Programs

In accordance with Rule 62-780.220(4), F.A.C., the Contractor will track in an electronic spreadsheet or database, all facilities for a five-year period that have had an initial off-site contamination notice prepared by the Contractor. For tracked facilities that still have open discharges, by the five year anniversary of the initial or prior notice of contamination pursuant to Rule 62-780.220(2), F.A.C., the Contractor shall verify the current source property owner's mailing address and the name and mailing address of each affected off-site property with the appropriate County Property Appraiser's website, and prepare draft printouts from the noticing database of the properties and parties to be noticed as well as the associated contaminants and concentrations. Draft printouts shall be forwarded to the designated DWM staff for approval.

Upon written approval of draft results by the designated DWM staff, and within five business days of approval, the Contractor shall prepare five-year follow-up off-site contamination notices on DWM letterhead in the format provided by DEP with the Division Director's electronic signature, and mail the follow-up offsite contamination packages. The Contractor shall track, in an electronic spreadsheet or

database, all five-year noticing activities with specific data elements as directed by the DEP Contract Manager.

#### Deliverables

Provide draft spreadsheets in Excel format (see Attachment W) for approval by designated DWM staff prior to each mail out and final spreadsheets (see Attachment X) at time of each mail out organized by DEP facility identification number, of the properties and parties to be noticed as well as the associated contaminants and concentrations.

Once final noticing data spreadsheet for each mailout has been approved by the designated DWM staff, and within 10 business day of an off-site contamination letter being sent, the Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, at a minimum this will include one of the following:

- Off-site notices and noticing packages OR
- Five (5) year follow-up notices and noticing packages.

#### Documentation

At least monthly, the Contractor shall submit the following documentation for Task 11:

- A notification summary report (see Attachment Y) including all information necessary for the designated DWM staff and DEP Contract Manager to locate and verify that draft Initial Off-site Contamination Notification packages and five-year follow-up off-site contamination notifications were reviewed and that the off-site contamination notification letters were sent.

### **Task 12: Processing and Tracking of School Contamination Notification Letters**

Within 30 calendar days of receipt of information provided by DWM that a school is impacted by contamination the Contractor will process Initial School Contamination Notice packages and correspondence for the DWM in accordance with Sections 1003.01 and 376.30702(3), F.S. The Contractor will, complete a School Notice Data Table (see Attachment Z), confirm the correct school address with the appropriate County Property Appraiser's website, identify the school Superintendent and applicable persons (DEP District Office, DOH, Florida Department of Education, County and other representatives) to receive notification letters, and send the appropriate DEP created template letter to chair of the school board of the district in which the property is located if the school is a public school or to the Principal, Governing Board or Owner of the school if the school is a private school (see Attachments AA and AB) and copy the school Superintendent and applicable persons. A 30 day follow up letter is sent if no response is received from the school (see Attachment AC).

The Contractor shall track, in an electronic spreadsheet or database, all noticing activities, including annual update letters from the schools (forwarded to Contractor by DEP) with specific data elements (to include, but not limited to; school name, address, dates of correspondence sent and received, school contact information, etc.) as directed by the DEP Contract Manager.

#### Deliverable

Within 30 days of sending a School Contamination Notice or receipt of an annual update letter, Contractor will correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task, at a minimum this will include the following:

- School notices and noticing packages.

- All correspondence Contractor sent or received pursuant to this task.
- Telephone logs of both incoming and outgoing calls pursuant to this task.

#### Documentation

At least monthly, the Contractor shall submit the following documentation for Task 12:

- A notification summary report (see Attachment AD) including all information necessary for the designated DWM staff to locate and verify that School Contamination Notification Letters were sent and tracked and any subsequent annual notices sent by the school were tracked.

### **Task 13: General Document Indexing and Scanning Support**

#### Description

On an as needed basis and with written request from the DEP Contract Manager, the Contractor shall provide support for correctly inserting into the correct OCULUS facility file and QA of documents other than those generated or received as part of the scope of work outlined in Tasks 1 through 12, 14 and 15.

#### Deliverable

Within 15 business days of written request by the DEP Contract Manager, the Contractor shall correctly insert into the correct OCULUS facility file, and QA all facility-specific documents received during this task to include:

- All correspondence Contractor received pursuant to this task.
- Telephone logs of both incoming and outgoing calls pursuant to this task.

#### Documentation

At least monthly, the Contractor shall submit the following documentation Task 13:

- Itemized notification summary of documents inserted into OCULUS (see Attachment AE).

### **Task 14: Conditional Closure Application (CCA) Processing and Tracking (Ch. 62-772, F.A.C. which is unrelated to Ch. 62-780, F.A.C.)**

1. Contractor will receive CCA package from the DEP Contract Manager and within 10 business days will complete steps 2 and 3 a-e.
2. Contractor will email DEP site manager, PRP Team Leader (LP Manager), and currently, Grace Rivera, Melike Altun, and Felicia Mizener (DEP will advise Contractor of any changes to persons to be copied) informing them that a CCA package has been submitted for the facility and that no new purchase orders (PO) (other than an emergency PO) should be issued pending the DEP's approval or denial of the CCA.
3. Contractor will evaluate CCA package for completion and will communicate, as needed, with property owner and CCA applicant (if different) to correct any deficiencies found in 3.a, 3.b and 3.c.
  - a. SAA – verify that an executed SAA is in OCULUS for the correct facility and current property owner
  - b. CCA – verify accuracy of information provided in CCA.
    - i. Determine whether the template agreement has been modified and, if so how.
    - ii. Determine and note whether the correct property owner name and address are listed.

- iii. Verify and note whether the source property (facility) address is correct.
  - iv. Verify and note whether the DEP Facility Identification number is correct.
  - v. Verify and note whether the Discharge date(s) are correct.
  - vi. Verify and note whether the CCA is signed by the correct party in the correct location on the template document.
- c. CCA Contractor Recommendation
- i. Verify the recommended contractor is an ATC by checking the DEP website.
  - ii. Verify the ATC has an ATC contract with DEP in same ATC Region as the facility by checking the DEP website.
  - iii. Verify the recommended ATC's contract has not been suspended, cancelled or expired (via STCM and/or ERIC) (see Task 6 above).
  - iv. Verify recommended ATC is qualified (via STCM and/or ERIC) (see Task 6 above).
  - v. Research whether a conflict of interest may exist between the property owner and applicant to the CCA to the recommended ATC. The search is to determine if there is any business relationship between the recommended contractor and the real property owner or CCA applicant. Sources of information may be found, at a minimum, at the following websites:
    1. County Property Appraiser Website
    2. Sunbiz – (if a principle is an entity (not a person) keep going until you find a person) search the
      - a. Name of the recommended contractor
      - b. Name of any principles of the recommended contractor
      - c. Names of the property owner
      - d. Names of any principles of the property owner
      - e. Name of the CCA applicant who is not the property owner and
      - f. Names of any principles of the CCA applicant
    3. If a party is an attorney – flabar.org
    4. If a party holds a State of Florida license – myfloridalicense.com
    5. Uniform Commercial Code Filings (www.floridaucc.com) – search same as 2.a-f above to see if there are any debt relationships.
    6. Run a generic internet search using a major search engine using each of the names found in 1–5 above and the address of the property to see if any business relationships are revealed.
    7. Clerk of Courts – all the names found in 1–5 above to see if there are any lawsuits between these parties (you may limit your search to the last five years).
    8. Company websites – to see if any business relationships are revealed.
    9. Florida Accountability Contract Tracking System (FACTS) to see if any contractual relationships between parties are revealed (you may limit your search to the last five years).

- d. If the Contractor does not find any common links, parties, or data between the real property owner, CCA applicant and recommended contractor, or any issues with CCA completion verification go to step f.
- e. Contractor will send the results of the conflict of interest evaluation that have common links, parties, or data points or any issues with the CCA completion verification to the DEP Contract Manager for review:
  - i. If DEP determines there is a conflict of interest, or the CCA was not completed correctly, then the Contractor will be notified of this by the DEP Contract Manager. Within five business days of notification Contractor will then:
    - 1. Prepare CCA Application Denial letter/email using a DEP template letter provided by DEP to property owner and CCA applicant and copy recommended contractor, DEP site manager, Team Leader (LP Manager), and currently Grace Rivera, Melike Altun, and Felicia Mizener (DEP will advise Contractor of any changes to persons to be copied).
    - 2. Insert email with supporting package and documented research into OCULUS. CCA review process completed.
  - ii. If DEP notified Contractor that there does not appear to be a conflict of interest, or an issue with completion of the CCA, go to step f.
- f. Contractor determines whether a Declaration of Interim Restrictive Covenant (RC) (template provided by DEP) is included in the CCA package.
  - i. If YES, then Contractor within 10 business days of completing Step e, will perform and complete step g.
  - ii. If NO,
    - 1. Within five (5) business days of completing Step e, Contractor will prepare CCA Preliminary Approval letter/email using a DEP template letter provided by DEP, with instructions to real property owner and copy submitter (recommended contractor) to complete, sign and return RC.
    - 2. Within ten (10) business days of receipt of RC Contractor will perform and complete step g.
- g. Contractor reviews RC and will:
  - i. Verify RC has not been modified
  - ii. Verify accuracy of entries (property owner, county parcel number, recorded county/book/page, FAC ID #, Discharge date(s), signature block and Exhibit 1.
    - 1. If CCA package was originally submitted with signed RC, Contractor shall send Preliminary Approval letter/email using a DEP template letter provided by DEP, with instructions to real property owner, CCA applicant (if not the owner) with copy to recommended contractor.
  - iii. Forward RC to DEP Contract Manager for PA signature on RC. When Contractor receives fully executed RC from DEP Contract Manager:
    - 1. If RC came with original CCA, Contractor will go to step h.
    - 2. If RC was not submitted until after preliminary approval was issued, then Contractor will return signed RC to property owner and submitter for recording with the appropriate County Clerk of Court and wait for return of recorded document. Skip to step i.



- h. Contractor will arrange for recording of RC with County Clerk of Court in one of two ways depending upon how the County Clerk of Court accepts documents to record:
  - i. Within two (2) business days of date of CCA Preliminary Approval letter/email Contractor will facilitate Electronic Recording (steps 1-6 below). Contractor will:
    1. Electronically scan the RC
    2. Transmit the RC electronically to third-party vendor who will record it with the appropriate County Clerk of Court
    3. Receive a receipt of recording and a copy of the recorded RC
    4. Correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task
    5. Mail a copy of recorded RC to real property owner with copies to CCA applicant (if not the owner) and recommended ATC
    6. Go to step j.
  - ii. Within 15 business days of date of CCA Preliminary Approval letter/email, Contractor will facilitate US Mail Recording (for recording an RC in a county that does not accept electronic filing from the third-party vendor) (steps 1-6 below). Contractor will:
    1. Electronically scan the RC.
    2. Transmit the RC via US Mail, with SASE (included), to the appropriate county clerk of court and include payment for recording costs.
    3. Receive a receipt of recording along with the original document (recorded) from the county clerk of court
    4. Correctly insert into the correct OCULUS facility file, and QA all facility-specific documents generated or received during this task
    5. Send copy of recorded RC to property owner, CCA applicant (if not the owner) and recommended ATC
    6. Go to step j.
- i. Contractor receives copy of recorded RC.
- j. With five (5) business days of receipt of recorded RC, Contractor will send Site Transition email, using a DEP template provided by DEP, to DEP site manager and copy Team Leader (LP Manager), and currently Grace Rivera, Melike Altun, and Felicia Mizener (DEP will advise Contractor of any changes to persons to be copied) notifying them that the facility is now a CCA facility.
- k. Contractor shall correctly complete the forms necessary for the facility to be recorded in DEP's Institutional Controls Registry within five business days of receipt of recorded RC.
- l. Contractor shall correctly insert all documents, correspondence, and telephone logs in the correct OCULUS facility file and QA within five business days of receipt of recorded RC.

Deliverables

Within five (5) business days of evaluation of a CCA package, receipt of a recorded RC, or entering facility data in the ICR the Contractor will correctly insert into the correct OCULUS facility file, and QA all

facility-specific documents generated or received for this task to that point, but not already inserted into OCULUS, including the following:

1. SAA
2. Conditional Closure Agreement
3. Conflict of Interest Evaluation
4. RC (recorded)
5. Notification email to site manager
6. CCA Application email
7. Notification from DEP that DEP has determined whether there appears to be a conflict of interest
8. CCA preliminary approval letter/email (with or without instructions to complete, sign and return RC as applicable).
9. Site Transition email

#### Documentation

At least monthly, the Contractor shall submit the following documentation for Task 14:

- A notification summary report (see Attachment AF) including all information necessary for the DEP Contract Manager to locate and verify that each deliverable document is in its individual OCULUS facility file and properly indexed.

### **Task 15: General Administrative and Accounting Support**

#### Description

On an as-needed basis and when a written request is made by the DEP Contract Manager, the Contractor will provide personnel for general administrative and accounting support for the DWM. General administrative support may include long-term and short-term projects such as document indexing and scanning, mass mailing, ensuring documents meet the requirements of the American with Disabilities Act and the Rehabilitation Act of 1973. General Accounting may include long-term and short-term projects such as fiscal reporting, financial data reconciliation between databases, and review and processing of invoices for state funded assessment or remediation services with the Department of Environmental Protection (under no circumstances will the Contractor review documents or invoices associated with any contract it holds with the Department). Services will be requested by task assignment or letter from the DEP Contract Manager.

The Contractor may request to decline, in writing, any work under this task. The Department will notify the Contractor within 60 days if they, at their sole discretion, choose to accept this request and assign those services to another Contractor. The Contractor will continue to perform these duties until assigned and transferred to another Contractor. The Contractor will keep on file all personnel documents, resumes and timesheets generated or received during this task. See Attachment AG for staffing qualifications.

#### Deliverable

Will be determined when project is assigned.

#### Documentation

At least once a month, the Contractor shall submit the following documentation Task 15:

- An itemized summary report of staff hours and costs billed for each specific task or assigned special project during the prior month (see Attachment AH)
- Signed time logs, initialed by supervisors, for each support staff billed in the prior month reflecting the number of hours worked each day, the location worked (DEP housed vs. Contractor housed), and the specific activities performed (accounting, administrative, etc.).

#### **Task 16: Responding to Public Inquiries**

##### Description

Questions or inquiries that are from outside DEP (i.e. cleanup contractors, property owners, RPs, or the public) must be responded to within two business days of receipt of a telephone call, voice mail, email, or mail from the requestor. This response can be associated with any of the above tasks and is considered funded as part of the associated task.

##### Deliverable

Within five (5) business days of request from outside DEP, the Contractor shall document the request and the response. If a facility identification number is provided by the requestor or is determined by the Contractor, then documentation of the response and request shall be correctly inserted into the correct DEP OCULUS facility file and QA.

##### Documentation

At least monthly, the Contractor shall submit the following documentation for Task 16:

A summary report (see Attachment AH) listing date of request, type of request, date of response and whether any documents were inserted into OCULUS.

#### **Task 17: Exit Transition Plan**

##### Description

Contractor shall provide the Department with an Exit Transition Plan consistent with the contract wherein Contractor provides a specific and detailed plan to transition their work defined by Task 1 through 15 above back to the Department at the end of this contract regardless of how and when this contract ends. The Exit Transition Plan must include a projected timeline with quantifiable, verifiable, and measurable deliverables. The development of the Exit Transition plan is considered funded as part of the associated task, however the Exit Transition Plan may be implemented using the rates and deliverables outlined in Task 15.

##### Deliverable

Within 365 days of execution of the contract, Contractor shall provide the Department with the Exit Transition Plan.

##### Documentation

Written approval by the Department of the Exit Transition Plan.

The Scope of Services Attachments listed below will be posted on the Vendor Bid System as a separate document.

Attachment A – Document Request Form  
Attachment B – Site Manager Summary Report  
Attachment C – Geographic Information  
Attachment D – File QA Notification Summary Report  
Attachment E – CSS Notification Summary Report  
Attachment F – ATRP Deductible Request Letter  
Attachment G – ATRP Deductible Invoice  
Attachment H – Deductible Payment Tracking Spreadsheet  
Attachment I – ATRP Deductible Notification Summary Report  
Attachment J – ATRP Monthly Notification Summary Report  
Attachment K – PLRIP and DSCP Deductible Invoices  
Attachment L – PLRIP Deductible Notification Summary Report  
Attachment M – LCAR Notification Summary Report  
Attachment N – Contractor Qualification Notification Summary Report  
Attachment O – Site Access Notification Summary Report  
Attachment P – Miscellaneous Correspondence Notification Summary Report  
Attachment Q – Utility Account Establishment Authorization Letter  
Attachment R – Utility Notification Summary Report  
Attachment S – Monthly Fiscal Report  
Attachment T – PWS Notification Summary Report  
Attachment U – Scoring, Re-scoring and PWS Requests Summary Report  
Attachment V – Contamination Notification Guidance  
Attachment W – Draft Off-site Contamination Noticing Spreadsheet  
Attachment X – Final Off-site Contamination Noticing Spreadsheet  
Attachment Y – Off-site Contamination Notification Summary Report  
Attachment Z – School Notice Data Table  
Attachment AA – Public School Noticing Letter  
Attachment AB – Private School Noticing Letter  
Attachment AC – 30 Day School Noticing Follow-up Letter  
Attachment AD – Monthly School Notification Summary Report  
Attachment AE – General Document Indexing and Scanning Notification Summary Report  
Attachment AF – Conditional Closure Application Processing and Tracking Notification Summary Report  
Attachment AG – Staffing Qualification Requirements  
Attachment AH – General Administrative and Accounting Support Notification Summary Report  
Attachment AI – Public Inquiries Notification Summary Report

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## SECTION 5.00 – SPECIAL CONDITIONS

**5.01 Additional Quantities.** For a period not exceeding the term of this Solicitation, 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 Solicitation, 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 the Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and the Contractor.

**5.03 Background Checks.** Whenever necessitated by legitimate concern for reasonable security precautions as determined by the agency and without regard to the identity of any individual, the agency will require the contracting party(ies) and/or employees of the contracting party(ies) to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Department's facilities to perform those services as set forth in this contract.

**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 Invoicing and Payment.** As consideration for the commodities rendered under this Solicitation, 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 Respondent due to preparation errors will result in a delay in payment. All bills for amounts due under this Solicitation 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.*

**5.06 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.

**5.07 Subcontracting.** The contractor shall not subcontract, assign, or transfer the obligation to provide or perform any of the services sought under this Solicitation.

The contractor shall take all actions necessary to ensure that their employees 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.

A Respondent may not disclose to any other Respondent what prices or terms Respondent has included in its Proposal as a prime contractor.

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

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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 Respondent's Reply. Form PUR 1000 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](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, including terms of the attached Contract, 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

Award will be made to the two highest ranked responsible, responsive Respondents meeting all specifications and conditions set forth in this Solicitation. The Department reserves the right to go to the next highest Respondent should the highest ranked Respondent be unable to meet the terms and conditions of the Solicitation.

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

Administrative Service Scope	Unit	Unit Price		Estimated Annual Volume		Initial Contract Term
1. TASK 1: OCULUS and STCM/ERIC Review and Preparation of Site Manager Summary Report (SMSR) and Geographic Information.						
Category A – Facilities with no prior program reports, work orders, or purchase orders.	Per facility review		X	240	=	
Category B – Facilities with prior program reports, work orders, or purchase orders that have already been through a Task 1 Category A or C review process.	Per facility reviewed		X	240	=	
Category C – Facilities with prior program reports, work orders, or purchase orders that have never been through a Task 1 Category A or B review process.	Per facility reviewed		X	280		
2. Task 2: Contractor Selection Sheet (CSS) Processing and Tracking.	Per CSS processed		X	500	=	
3. Task 3: Deductible Collection and Tracking for Discharges Eligible under the Abandoned Tank Restoration Program (ATRP).	Per deductible request letter sent		X	75	=	



Administrative Service Scope	Unit	Unit Price		Estimated Annual Volume		Initial Contract Term
4. Task 4: Deductible Collection and Tracking for discharges eligible under the Petroleum Liability and Restoration Insurance Program (PLRIP) and Dry-cleaning Solvent Cleanup Program (DSCP).	Per deductible request letter sent		X	50	=	
5. Task 5: PCPP LCAR Solicitation and Tracking.	Per LCAR request letter sent		X	50	=	
6. Task 6: DEP Cleanup Contractor Qualification Processing and Tracking.	Per qualified contractor per month.		X	1,800	=	
7. Task 7: Site Access Agreement (SAA) Letters.						
Task 7A: Initial SAA Letters.	Per initial letter.		X	300	=	
Task 7B: Follow-up SAA Letters.	Per follow-up letter.		X	1000	=	
Task 7C: Self Addressed Stamped Envelopes (SASE).	Per returned self-addressed stamped envelope (SASE).		X	1000	=	
Task 7D: Eligibility Rescission Orders.	Per rescission order sent.		X	100	=	
Task 7E: Processing and Tracking of Certified Mail Return Receipt Requested.	Per certified mail return receipt received		X	550	=	
8. Task 8: Miscellaneous Correspondence.						
Task 8A: Initial Correspondence.	Per initial correspondence sent		X	50	=	
Task 8B: Follow-up Correspondence.	Per follow-up correspondence sent		X	50	=	
Task 8C: Self Addressed Stamped Envelopes (SASE).	Per returned self-addressed stamped envelope (SASE).		X	75	=	
Task 8D: Processing and Tracking of Certified Mail Return Receipt Requested.	Per certified mail return receipt received		X	50	=	
9. Task 9: Processing and Tracking of Cleanup Utility Invoices.	Per monthly utility bill processed (maximum one		X	2,800	=	

Administrative Service Scope	Unit	Unit Price		Estimated Annual Volume		Initial Contract Term
	per facility per month)					
10. Task 10: Petroleum Contaminated Facilities Priority Scoring and Re-Scoring.						
Task 10A: Initial Scoring of Petroleum Contaminated Facilities.	Per initial score processed.		X	75	=	
Task 10B: Re-Scoring of Petroleum Contaminated Facilities.	Per re-score processed.		X	250	=	
Task 10C: Well Survey Request Tracking.	Per Survey received		X	1,600	=	
11. Task 11: Processing and Tracking Off-Site Contamination Notification Letters.						
Task 11A: Processing and Tracking of Initial Off-Site Contamination Notification Letters.	Per initial letter sent		X	500	=	
Task 11B: Processing and Tracking Follow-up Off-Site Contamination Notification Letters.	Per follow-up letter sent		X	150	=	
12. Task 12: Processing and Tracking of School Contamination Notification Letters.	Per initial school contamination notice package and associated correspondence sent		X	25	=	
13. Task 13: General Document Indexing and Scanning Support.	Per page scanned and correctly inserted into OCULUS and QA		X	3,000	=	
14. Task 14: Conditional Closure Application (CCA) Processing and Tracking (Ch. 62-772, F.A.C. which is unrelated to Ch. 62-780, F.A.C.).						
Task 14A: Conditional Closure Applications (CCA) Processing and Tracking- Application Processed, conflict discover and application returned to submitter.	Per application returned to submitter		X	30	=	

Administrative Service Scope	Unit	Unit Price		Estimated Annual Volume		Initial Contract Term
Task 14B: Conditional Closure Applications (CCA) Processing and Tracking- Application Processed to completion (not including deed recording).	Per application processed to completion.		X	90	=	
Task 14C: Conditional Closure Applications (CCA) Processing and Tracking- Deed Recording - Includes electronic recording fee and recording of first page of deed.	Per Deed recorded		X	80	=	
Task 14D: Conditional Closure Applications (CCA) Processing and Tracking- Deed Recording - Recording of additional page(s) of deed.	Per Page		X	400	=	
Task 14E: Conditional Closure Applications (CCA) Processing and Tracking - Deed Recording Mailed (to be used only when electronic recording is not available). Includes recording fee and recording of first page of deed.	Per Deed recorded		X	10	=	
Task 14F: Conditional Closure Applications (CCA) Processing and Tracking - Deed Recording Mailed (to be used only when electronic recording is not available). Recording of additional page(s) of deed.	Per Page		X	50	=	
15. Task 15: General Administrative and Accounting Support						
a. Accountant – Staff Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
b. Accountant – Staff Level	Per hour loaded					

	rate (DEP-housed)		X	12,480	=	
c. Accountant – Sr. Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
d. Accountant – Sr. Level	Per hour loaded rate (DEP-housed)		X	2,080	=	
e. Admin. Asst. – Staff Level	Per hour loaded rate (Contractor-housed)		X	4,160	=	
f. Admin. Asst. – Staff Level	Per hour loaded rate (DEP-housed)		X	4,160	=	
g. Admin. Asst. – Sr. Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
h. Admin. Asst. – Sr. Level	Per hour loaded rate (DEP-housed)		X	8,320	=	
i. Auditor - Staff Level	Per hour loaded rate (Contractor-housed)		X	80	=	
j. Auditor - Staff Level	Per hour loaded rate (DEP-housed)		X	80	=	
k. Auditor – Sr. Level	Per hour loaded rate (Contractor-housed)		X	80	=	
l. Auditor – Sr. Level	Per hour loaded rate (DEP-housed)		X	80	=	
m. Program Spec. - Staff Level	Per hour loaded rate (Contractor-housed)		X	6,240	=	
n. Program Spec. - Staff Level	Per hour loaded rate (DEP-housed)		X	2,080	=	
o. Program Spec. – Sr. Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
p. Program Spec. – Sr. Level	Per hour loaded rate (DEP-housed)		X	2,080	=	
q. Database Analyst - Staff Level	Per hour loaded rate (Contractor-housed)		X	80	=	
r. Database Analyst - Sr. Level	Per hour loaded rate (Contractor-housed)		X	80	=	

17. Task 17: Exit Transition Plan	Per Plan		X	1	=	
<b>**Total Annual Cost for Initial Contract Term</b> (Used for awarding Cost Points)						\$

**Pricing for Renewal Contract Term (5-year term)**

<b>Administrative Service Scope</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Estimate d Annual Volume</b>		<b>Renewal Contract Term</b>
1. TASK 1: OCULUS and STCM/ERIC Review and Preparation of Site Manager Summary Report (SMSR) and Geographic Information.						
Category A – Facilities with no prior program reports, work orders, or purchase orders.	Per facility review		X	200	=	
Category B – Facilities with prior program reports, work orders, or purchase orders that have already been through a Task 1 Category A or C review process.	Per facility reviewed		X	240	=	
Category C – Facilities with prior program reports, work orders, or purchase orders that have never been through a Task 1 Category A or B review process.	Per facility review.		X	200		
2. Task 2: Contractor Selection Sheet (CSS) Processing and Tracking.	Per CSS processed		X	350	=	
3. Task 3: Deductible Collection and Tracking for Discharges Eligible under the Abandoned Tank Restoration Program (ATRP).	Per deductible request letter sent.		X	75	=	
4. Task 4: Deductible Collection and Tracking for discharges eligible under the Petroleum Liability and Restoration Insurance Program (PLRIP) and Dry-cleaning Solvent Cleanup Program (DSCP).	Per deductible request letter sent		X	50	=	
5. Task 5: PCPP LCAR Solicitation and Tracking.	Per LCAR request letter sent		X	50	=	
6. Task 6: DEP Cleanup Contractor Qualification Processing and Tracking.	Per qualified contractor per month.		X	1,800	=	
7. Task 7: Site Access Agreement (SAA) Letters.						

Task 7A: Initial SAA Letters.	Per initial letter sent		X	200	=	
Task 7B: Follow-up SAA Letters.	Per follow-up letter sent		X	700	=	
Task 7C: Self Addressed Stamped Envelopes (SASE).	Per returned self-addressed stamped envelope (SASE).		X	700	=	
Task 7D: Eligibility Rescission Orders.	Per rescission order sent		X	100	=	
Task 7E: Processing and Tracking of Certified Mail Return Receipt Requested.	Per certified mail return receipt received		X	550	=	
8. Task 8: Miscellaneous Correspondence.						
Task 8A: Initial Correspondence.	Per initial correspondence sent.		X	50	=	
Task 8B: Follow-up Correspondence.	Per follow-up correspondence sent.		X	50	=	
Task 8C: Self Addressed Stamped Envelopes (SASE).	Per returned self-addressed stamped envelope (SASE).		X	100	=	
Task 8D: Processing and Tracking of Certified Mail Return Receipt Requested.	Per certified mail return receipt received.		X	50	=	
9. Task 9: Processing and Tracking of Cleanup Utility Invoices.	Per monthly utility bill processed (maximum one per facility)		X	2,800	=	
10. Task 10: Petroleum Contaminated Facilities Priority Scoring and Re-Scoring.						
Task 10A: Initial Scoring of Petroleum Contaminated Facilities.	Per initial score processed.		X	75	=	
Task 10B: Re-Scoring of Petroleum Contaminated Facilities.	Per re-score processed.		X	250	=	
Task 10C: Well Survey Request Tracking.	Per Survey received		X	1,600	=	
11. Task 11: Processing and Tracking Off-Site Contamination Notification Letters.						

Task 11A: Processing and Tracking of Initial Off-Site Contamination Notification Letters.	Per initial letter sent		X	400	=	
Task 11B: Processing and Tracking Follow-up Off-Site Contamination Notification Letters.	Per follow-up letter sent		X	150	=	
12. Task 12: Processing and Tracking of School Contamination Notification Letters.	Per initial school contamination notice package and associated correspondence sent		X	25	=	
13. Task 13: General Document Indexing and Scanning Support.	Per page scanned and correctly inserted into OCULUS and QA.		X	3,000	=	
14. Task 14: Conditional Closure Application (CCA) Processing and Tracking (Ch. 62-772, F.A.C. which is unrelated to Ch. 62-780, F.A.C.).						
Task 14A: Conditional Closure Applications (CCA) Processing and Tracking-Application Processed, conflict discover and application returned to submitter.	Per application processed and returned to submitter.		X	30	=	
Task 14B: Conditional Closure Applications (CCA) Processing and Tracking-Application Processed to completion (not including deed recording).	Per application processed.		X	90	=	
Task 14C: Conditional Closure Applications (CCA) Processing and Tracking-Deed Recording - Includes electronic recording fee and recording of first page of deed.	Per Deed recorded.		X	80	=	
Task 14D: Conditional Closure Applications (CCA) Processing and Tracking-Deed Recording - Recording of additional page(s) of deed.	Per Page.		X	400	=	



Task 14E: Conditional Closure Applications (CCA) Processing and Tracking - Deed Recording Mailed (to be used only when electronic recording is not available). Includes recording fee and recording of first page of deed.	Per Deed recorded.		X	10	=	
Task 14F: Conditional Closure Applications (CCA) Processing and Tracking - Deed Recording Mailed (to be used only when electronic recording is not available). Recording of additional page(s) of deed.	Per Page.		X	50	=	
15. Task 15: General Administrative and Accounting Support						
a. Accountant – Staff Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
b. Accountant – Staff Level	Per hour loaded rate (DEP-housed)		X	12,480	=	
c. Accountant – Sr. Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
d. Accountant – Sr. Level	Per hour loaded rate (DEP-housed)		X	2,080	=	
e. Admin. Asst. – Staff Level	Per hour loaded rate (Contractor-housed)		X	4,160	=	
f. Admin. Asst. – Staff Level	Per hour loaded rate (DEP-housed)		X	4,160	=	
g. Admin. Asst. – Sr. Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
h. Admin. Asst. – Sr. Level	Per hour loaded rate (DEP-housed)		X	8,320	=	
i. Auditor - Staff Level	Per hour loaded rate (Contractor-housed)		X	80	=	
j. Auditor - Staff Level	Per hour loaded		X	80	=	

	rate (DEP-housed)					
k. Auditor – Sr. Level	Per hour loaded rate (Contractor-housed)		X	80	=	
l. Auditor – Sr. Level	Per hour loaded rate (DEP-housed)		X	80	=	
m. Program Spec. - Staff Level	Per hour loaded rate (Contractor-housed)		X	6,240	=	
n. Program Spec. - Staff Level	Per hour loaded rate (DEP-housed)		X	2,080	=	
o. Program Spec. – Sr. Level	Per hour loaded rate (Contractor-housed)		X	2,080	=	
p. Program Spec. – Sr. Level	Per hour loaded rate (DEP-housed)		X	2,080	=	
q. Database Analyst - Staff Level	Per hour loaded rate (Contractor housed)		X	80	=	
r. Database Analyst - Sr. Level	Per hour loaded rate (Contractor-housed)		X	80	=	
<b>**Total Annual Cost for Renewal Contract Term (Used for awarding Renewal Cost Points)</b>						<b>\$</b>

**NOTE:** The estimated annual volume specified is the Department’s best estimate for price comparison purposes only. The selected contractor will be paid for services actually performed by task assignment as determined by the DEP, be it more or less than the annual volume specified.

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

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

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

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

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**SECTION 8.00 – 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 9.00 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Name: \_\_\_\_\_

Respondent's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Respondent FEIN: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes (F.S.).

**Certification:**

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_,

who is authorized to sign on behalf of the above referenced company.

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

Print Name and Title: \_\_\_\_\_

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**SECTION 10.00 – CLIENT REFERENCES FORM**

The Respondent must provide a minimum of five (5) separate and verifiable Clients, for which work similar to that specified in this Solicitation has been performed. Information on each Client must be provided on the following pages; however, additional pages may be used as necessary.

If a Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given, at the end of the project description for that reference.

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

<b>Client #1:</b>		
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:		

<b>Client #2:</b>		
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:		

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

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

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

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## SECTION 11.00 – RESPONDENT / TEAM SUMMARY FORM

<b>Section A</b>	<b>RESPONDENT IDENTIFICATION</b> (to be completed by the Respondent.)
------------------	---

As Respondent to this Solicitation, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Respondent/Team 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 (V)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (X)
LIST NAMES OF RESPONDENT(S)																							



**Section B**

**ACKNOWLEDGEMENT** (to be completed by the Respondent.)

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

\_\_\_\_\_  
**Name of Respondent**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name/Title**

**\*\*\*IMPORTANT\*\*\***

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

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

## SECTION 12.00 – EVALUATION CRITERIA

(FOR DEP USE ONLY)

Respondent's Name: \_\_\_\_\_

	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
<b>PART I – TECHNICAL PROPOSAL</b>						
Tab A. Solicitation Acknowledgement Form						
Tab B. Technical Response						
1. Introduction <sup>1,4</sup>						
a. Past Company Experience	4	4	X	2.5	=	10
b. Understanding of Program Stated Clearly	4	4	X	2.5	=	10
c. Steps to Avoid Potential Conflict of Interest	4	4	X	2.5	=	10
2. Technical Understanding <sup>1,4</sup>						
a. OCULUS and STCM/ERIC Review and Preparation of Site Manager Summary Report (SMSR) and Geographic Information (Task 1)	4	4	X	1.25	=	5
b. Contractor Selection Sheet (CSS) Processing and Tracking (Task 2)	4	4	X	1.25	=	5
c. Deductible Collection and Tracking for Discharges Eligible under the Abandoned Tank Restoration Program (ATRP) (Task 3)	4	4	X	1.25	=	5
d. Deductible Collection and Tracking for Discharges Eligible under the Petroleum Liability and Restoration Program (PLRIP) and Dry-cleaning Solvent Cleanup Program (DSCP) (Task 4)	4	4	X	1.25	=	5
e. PCPP Limited Contamination Assessment Report (LCAR) Solicitation and Tracking (Task 5)	4	4	X	2.5	=	10
f. DEP Cleanup Contractor Qualification Processing and Tracking (Task 6)	4	4	X	1.25	=	5
g. Site Access Agreement (SAA) Letters (Task 7)	4	4	X	2.5	=	10
h. Miscellaneous Correspondence (Task 8)	4	4	X	1.25	=	5
i. Processing and Tracking of Cleanup Utility Invoices (Task 9)	4	4	X	1.25	=	5
j. Petroleum Contaminated Facilities Priority Scoring and Re-Scoring (Task 10)	4	4	X	1.25	=	5
k. Processing and Tracking of Off-Site Contamination Notification Notices (Task 11)	4	4	X	2.5	=	10
l. Processing and Tracking of School Contamination Notification Letters (Task 12)	4	4	X	2.5	=	10
m. General Document Indexing and Scanning Support (Task 13)	4	4	X	1.25	=	5
n. Conditional Closure Applications (CCA) Processing and Tracking (CH. 62-772, F.A.C. which is unrelated to Ch. 62-780, F.A.C. (Task 14)	4	4	X	1.25	=	5
o. General Administrative and Accounting Support (Task 15)	4	4	X	2.5	=	10
p. Responding to Public Inquiries (Task 16)	4	4	X	2.5	=	10
q. Exit Transition Plan (Task 17)	4	3	X	1.25	=	5
3. Project Organization and Management <sup>1,4</sup>	4	4	X	2	=	8

Respondent's Name: \_\_\_\_\_

	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
4. Personnel Assigned and Level of Effort <sup>1,4</sup>	4	4	X	8	=	32
5. Equipment <sup>1,4</sup>	4	4	X	1	=	4
Tab C. Past Performance <sup>3</sup>						
A. Client #1 (DEP, if applicable)	15	15	X	1	=	15
B. Client #2	15	15	X	1	=	15
C. Client #3	15	15	X	1	=	15
Tab D. Respondent/Team Summary Form (Section 11.00)						
Tab E. State Project Plan						
Tab F. Additional Documents						
<b>PART II – PRICE PROPOSAL</b>						
(1 – Price Response – Initial Contract Term <sup>2</sup>	80	80	X	1	=	80
(2 – Price Response – Renewal Contract Term <sup>2</sup>	30	30	X	1	=	30
<b>Maximum Total Numerical Rating:</b>						<b>344</b>

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**Notes:**

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

Raw Score

0	=	This element of the evaluation criteria was <b>not addressed</b> .
1	=	This element of the evaluation criteria is <b>unsatisfactory</b> .
2	=	This element of the evaluation criteria is <b>average</b> .
3	=	This element of the evaluation criteria is <b>above average</b> .
4	=	This element of the evaluation criteria is <b>superior</b> .

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

(1 – Initial Contract Term: Cost Points Awarded = (LTB) / Proposal Budget being Considered (PB) X 80

(2 – Renewal Contract Term: Cost Points Awarded = (LTB) / Proposal Budget being Considered (PB) X 30

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

**Please notify the DEP Procurement Officer (see Section 1.02) at least ten (10) days prior to the due date for Responses if an accommodation because of a disability is required in order to participate in this procurement opportunity.**

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**SECTION 13.00 – EVALUATION OF PAST PERFORMANCE**

(FOR DEP USE ONLY)

The following questions will be posed to the Client references you identified in your Proposal. Answers will be scored according to the points specified for each of the below questions.

Name of the Reference: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Date of Interview: \_\_\_\_\_

Person Conducting Interview: \_\_\_\_\_

Describe the work the Respondent performed for your company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Did the contractor adhere to the agreed upon schedule? \_\_\_\_\_  
Yes = 2 points, No = 0 pts

2. Was the job completed within the proposed or agreed upon price? \_\_\_\_\_  
Yes = 1 point; No = 0 points

3. Were the contractor's personnel knowledgeable of the type service contracted for, coordinated and efficient? \_\_\_\_\_  
Yes = 2 point; No = 0 points

4. Was the contractor responsive to suggestions, comments or modifications regarding work plan, reports or projects? \_\_\_\_\_  
Yes = 2 pots, No = 0 pts

5. How would you rate the overall quality of the contractor's work? \_\_\_\_\_  
Above Satisfactory = 3 point; Satisfactory = 2 points; Below Satisfactory = 0 points

6. Did the contractor provide adequate and timely responses to information requests? \_\_\_\_\_  
Yes = 1 point; No = 0 points

7. Were the contractor's reports and invoices accurate, well documented and submitted within the agreed upon terms? \_\_\_\_\_  
Yes = 2 point; No = 0 points

8. Would you utilize this contractor again? \_\_\_\_\_  
Yes = 2 point; No = 0 points

Total Score (out of 15) \_\_\_\_\_

## **SECTION 14.00 – PROPOSED CONTRACT**

**The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2018022 a prospective contractor has agreed to accept the terms and conditions of the contract contained in this Section. The Department reserves the right to make modifications to this contract if it is deemed to be in the best interest of the Department or the State of Florida.**

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## CONTRACT

THIS CONTRACT is entered into between the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (hereinafter referred to as "Department"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and **[NAME OF ENTITY]** whose address is [Specify Address] (hereinafter referred to as "Contractor"), a [Specify Type of Organization], to provide Administrative Services to the Division of Waste Management.

NOW, THEREFORE, the parties agree as follows:

### **SERVICES AND PERFORMANCE**

**1. SERVICES.** Department does hereby retain, and Contractor agrees to provide Division of Waste Management Administrative Services ("services"), as described in DEP RFP 2018022 ("Solicitation") and Contractor's response thereto, incorporated herein by reference, and in accordance with Section 4.00, Scope of Work (the "Scope") and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

### **2. WORK.**

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

B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until the Contract, and any necessary Amendments or Change Orders, have been fully executed by both Department and Contractor. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until either a TATACO has been fully executed, by both Department and Contractor.

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

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

E. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

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

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

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

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

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

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

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

B. Renewal Term. This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above. All renewals are at the Department's discretion and contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments, totaling five (5) years.

**5. COMPENSATION.**

A. As consideration for the services rendered by the Contractor, the Department shall pay the Contractor on a fee-schedule/.

B. Based on the prices identified in Attachment X, Rate Schedule, the maximum compensation of this Contract shall not exceed \$XXXXX.

C. CONTRACTOR SHALL NOT COMMENCE WORK ON ANY SERVICES THAT WILL EXCEED THE COMPENSATION AMOUNT OF THE CONTRACT UNLESS AND UNTIL THE CONTRACT IS AMENDED. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached.

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

**7. PAYMENT METHOD.**

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

B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.

C. Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.

D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection  
XXXXX Program  
Attn: XXXXX  
Email address: XXXXX

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

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

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

**9. SUBCONTRACTOR PAYMENTS AND RELEASES.** Subcontractors are not authorized under this Contract.

**10. PROMPT PAYMENT.**

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start



until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, or the Department's Procurements Section at (850) 245-2361, per Section 215.422, F.S.

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

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

A. Contractor shall maintain a location (compliant with the local government land use regulations staffed by at least one-part employee) within 25 miles of the DEP Division of Waste Management office located on Blair Stone Road in Tallahassee, Florida to accommodate the requirement to deliver and retrieve documents daily as identified in the Scope of Work. The office must have a working telephone and email access, and equipment necessary for this Scope of Work such as a computer, printer and scanner. The employee must have access to a dedicated vehicle. In addition, Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

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

**PARTY REPRESENTATIVES**

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

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

<u>Contractor</u>	<u>Department</u>
«NAME	Department of Environmental Protection
«Contractor_Address»	XXXX Program
«City», «State» «Zip»	XXXX, MS# XXXX
Attn: «Contractor_Contract_Mgr»	Tallahassee, Florida 32399-XXXX
«Contractor_Phone_Number»	Attn: XXXX
«Contractor_Email»	Phone Number: (850) 245-XXXX
	Email: XXXX

**15. CHANGE ORDERS AND AMENDMENTS.** Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

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

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

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

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

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

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

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

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

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

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

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

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

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the

right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

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

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

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

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

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
  - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
  - B. The date of submission shall be the date of receipt by the Department.
  - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
  - D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
  - E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
  - F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
  - G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

## **21. RETAINAGE**

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

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

failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.

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

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

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

## **LIABILITY**

### **22. INSURANCE.**

A. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract and any renewals, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Contractor shall require any and all subcontractors, if authorized under this Contract, to provide Workers' Compensation Insurance for all employees unless such employees are covered by the protection afforded by Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

B. Contractor shall secure and maintain, or provide evidence of self-insurance, and require any subcontractors, if authorized under this Contract, to secure and maintain the following types of insurance in the specified amounts during the life of the Contract and any renewals: An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Comprehensive general liability coverage with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate
- Comprehensive general liability coverage is not required, if self-insured.
- Comprehensive automobile liability coverage with limits of not less than \$200,000.00 per occurrence and \$300,000.00 annual aggregate.
- Comprehensive automobile liability coverage is not required, if self-insured.
- Professional liability coverage with limits of not less than \$1,000,000.00 per claim and \$200,000.00 per annual aggregate.
- Professional liability coverage is not required, if self-insured.
- Marine Insurance. Longshoremen's and Harbormaster's Insurance and Jones Act insurance in an amount sufficient to cover Contractor's forces.
- Marine Insurance is not required, if self-insured.
- Fidelity Employee Insurance and Computer Crime Insurance naming the Department as joint loss payee as their interest may appear, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of the Contractor or its agents, acting along in in collusion with other, in a minimum amount of \$1,000,000 per loss.

C. Contractor shall provide a certificate of insurance that contains a provision that the insurance will not be canceled for any reason on less than thirty (30) days written notice with the exception of non-payment of premium which requires a ten (10) day notice to the Department's Contract Manager and shall reference the Contract Number. In the event that the statutory insurance requirements are changed, coverage limits specified herein will change concurrently. Such insurance shall include the State of Florida, the Department, and the Program Area as the certificate holder for the entire length of the Contract and any renewals.

For additional risks, the State of Florida Board of Trustees of the Internal Improvement Trust Fund shall be added as Additional Insureds for the entire length of the Contract and any renewals. This provision does not apply to governmental entities which are self-insured.

### **23. INDEMNIFICATION.**

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

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

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

### **THIRD PARTIES**

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

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

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

The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

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

## **SUSPENSION AND TERMINATION**

### **27. SUSPENSION.**

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

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

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

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

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

### **28. TERMINATION.**

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

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

**29. EXIT TRANSITION ASSISTANCE.** If at any time the Contract is cancelled, terminated, or expires, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the Department or a subsequent Contractor(s) without regard to the reason for termination, The Contractor shall develop an Exit Transition Plan as described in Task 17 of the Scope of Work, The Exit Transition plan shall meet the following requirements:

- (a) The Exit Transition Plan must begin one (1) year prior to the expiration of the Contract or upon the Department's request. As part of the Exit Transition Plan, the Contractor must provide a non-proprietary description of the technical and service requirements for migrating to a new provider or the Department as well as a standard (non-proprietary) logical description of Department data housed in Contractor's system and a

method for extracting data into a standard (non-proprietary) format (e.g. XML, CSV, etc.). Contractor shall provide a specific and detailed technical transition plan to the Department prior to any termination or data return. At a minimum, the Exit Transition plan shall include but not be limited to knowledge transfer for application support, database support, and web support to the Department or its designee

- (b) Six (6) months before the expiration of the Contract, or upon any notice of termination of the Contract, whichever is earlier, the Exit Transition Plan shall require transition services (Exit Transition Services) be provided to the Department.. Exit Transition Services shall be provided for up to six (6) months during the term and after termination they will be limited to post-contract activities involving knowledge transfer for such services and Deliverables and all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such new System and any residual contractor services (Residual Contractor Services) to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance.
- (c) Exit Transition Services shall include:
- (1) continued provision of the Residual Contractor Services and Deliverables on the same terms, conditions and pricing in effect at the end of the Contract term, until the State or a succeeding vendor is prepared to provide all essential Services;
  - (2) the Contractor's cooperation with the Department, its consultant(s) and the succeeding vendor(s) designated by the Department;
  - (3) a non-proprietary explanation of the functional equivalent of the technical requirements of any Residual Contractor Services or proprietary products used to carry out the contract and all documentation supporting such functionality;
  - (4) usage patterns, growth rates and other information of interest to a vendor attempting to appropriately size and plan for a similar service;
  - (5) if needed, assistance with an explanation of the current operations to new vendor staff;
  - (6) submission of a schedule for the Exit Transition Services;
  - (7) return of State-owned materials being utilized by the Contractor and all State data in a standard format designated by the Department; and
  - (8) in post migration status, answering reasonable questions on an as-needed basis. At a minimum, Contractor agrees to provide to the Department data definitions, table structure, the Department's data under its control, and any custom code required allowing the Department a smooth transition to in-house or substituting vendor implementation of similar functionality to that provided by Contractor.
- (C) Notwithstanding any provisions to the contrary, the Contractor shall transfer to the state agency, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy only duplicate public records that are exempt or confidential and exempt, in accordance with section 119.0701, F.S.

## **GENERAL CONDITIONS**

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

**31. CONFLICT OF INTEREST.**

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

B. Many services under this Contract such as, but not limited to, Scoring, Invoice Processing, Deductible Collection, and Noticing, affect parties responsible for cleanup of site contamination. To avoid a conflict of interest, or the appearance of a conflict of interest, Contractor shall notify Department in writing within five (5) days of Contractor's

discovery of any present or anticipated contractual or other business relationship between Contractor, and any of the persons or entities who are, or may be, responsible for contamination of a site on which it is assigned work.

C. Following notice by Contractor of a potential conflict of interest, or discovery by Department of same, Department shall notify Contractor within ten (10) days of receipt of such notification whether it has identified a conflict or appearance of a conflict of interest with regard to the work.

D. Contractor is deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest with regard to any responsible party, if it has given or offered remuneration, in cash or in kind.

E. Contractor shall describe all actions it has taken, or proposes to take, to avoid or to mitigate actual or apparent conflicts of interest. Department retains the right to investigate and determine whether Contractor has a conflict or appearance of a conflict of interest with regard to any site. Department may, in its sole discretion, terminate this Contract or limit assignments of Tasks under the Scope of Services.

F. Contractor shall not propose, provide or procure any form of remuneration to or for the benefit of a property owner or responsible party in connection with Contractor's services.

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

**33. DISQUALIFICATION.**

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

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

C. If Contract value exceeds one (1) million dollars, Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Contract. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

**35. FORCE MAJEURE.** Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could



occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

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

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

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

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

**40. INTERPRETATION OF CONTRACT.**

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

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

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

**42. MYFLORIDAMARKETPLACE TRANSACTION FEE.**

A. The State of Florida through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, F.A.C.

B. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code (F.A.C.). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

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

**43. NONDISCRIMINATION.**

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

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

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

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

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

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

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

**47. OWNERSHIP OF DOCUMENTS.** All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall belong to the Department and, if and to the extent applicable, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not consider proprietary, nor copyright any material and products or patent any invention developed under this Contract.

#### **48. RIGHTS TO INTELLECTUAL PROPERTY AND STATE DATA**

The State will be and remain the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives pursuant to this Contract. As between the Parties, the State Data will be and remain the property of the Department regardless of whether Contractor or the Department is in possession or control of the State Data. The Contractor will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the State Data. The Contractor will not possess or assert any lien or other right against the State's Data. The Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. The Contractor shall comply at all times with all laws applicable to such personally identifiable information.

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

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

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

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

#### **50. PUBLIC RECORDS.**

A. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the Department to perform the services under this Contract.

B. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the Department within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S.

2. Upon request from the Department's custodian of public records, Contractor shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department.

4. Upon completion of the Contract, Contractor shall transfer, at no cost to Department, all public records in possession of Contractor or keep and maintain public records required by the Department to perform the services under this Contract. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

**D. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS** by telephone at (850) 245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below.

Department of Environmental Protection  
Office of the Ombudsman & Public Services  
Attn: Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, Florida 32399

**51. RECORD KEEPING AND AUDIT.**

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

subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

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

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

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

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

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

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

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

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

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

[NAME]

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: [insert title]

By: \_\_\_\_\_  
Secretary or designee

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

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

FEID No. «FEID»

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

Specify Type /

Letter	Description
Attachment A	Scope (___ pages)
Attachment B	Rate Schedule (____ pages)
Attachment C	Task Assignment Notification Form (___ page)
Attachment D	Task Assignment Change Order Form (____ page)
Attachment E	Contractor Affidavit / Release of Claim Form (____ page)

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**ATTACHMENT E**

**Contractor Affidavit / Release of Claims form**

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

The undersigned certifies as follows:

1. I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(name of person appearing) (title of person appearing)

\_\_\_\_\_ with the authority to  
(name of Contractor)

make this statement on behalf;

2. \_\_\_\_\_ ("the Contractor") entered into an  
(name of company or person)

Agreement with the Department to perform certain work under Task Assignment No. \_\_\_\_\_.

3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. Thereto.

4. All subcontractors have been paid in full.

5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

\_\_\_\_\_  
(signature of authorized Contractor representative)

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

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Personally known

Produced Identification. Type of ID: \_\_\_\_\_

\_\_\_\_\_  
(Notary's Signature) My Commission Expires: \_\_\_\_\_

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

## SECTION 15.00 – SOLICITATION PROPOSAL CHECKLIST

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

### Part I, Technical Proposal:

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

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

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

B. \_\_\_\_\_ The Technical Response Package (see 1.09) must include the following information:

- 1) Introduction;
- 2) Technical Understanding;
- 3) Project Organization and Management;
- 4) Personnel Assigned and level of Effort; and
- 5) Equipment.

C. \_\_\_\_\_ Past Performance/Client References (Section 10.00)

D. \_\_\_\_\_ Respondent / Team Summary Form, Section 11.00. List the name of the respondent(s) and indicate the one business category for the Respondent.

E. \_\_\_\_\_ State Project Plan - State Project Plan that addresses the following:

- 1) Minority-, Women-, and Veteran Business Enterprises;
- 2) Certification of Drug-Free Workplace (complete and sign, if applicable);
- 3) Use of RESPECT; and,
- 4) Use of PRIDE.

F. \_\_\_\_\_ Additional Documents - this section of the proposal shall contain the following:

- Certification of Drug-Free Workplace, Section 8.00; and
- Certificates of Insurance.

### Part II, Price Proposal:

A. \_\_\_\_\_ The Response Form (Section 7.00) must be completed and signed. **If a Respondent fails to submit a completed Response Form with their submittal, the submittal will be rejected.**

Did you complete the following?

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

The Respondent must submit two (2) hard copies (one (1) original and one (1) copies) and two (2) duplicate electronic copies of the entire proposal to the Department in accordance with Section 1.07. The hard copy of the proposal shall bear original signatures and be marked as the "Original". The electronic copies of the proposal may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject proposals submitted in alternate file formats or which contain information different from that in the hard copy of the proposal. **If you assert that any portion of your Proposal is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Proposal as well.**

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