

	Florida Department of Environmental Protection Marjory Stoneman Douglas Building 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	Charlie Crist Governor Jeff Kottkamp Lt. Governor Michael W. Sole Secretary
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November 30, 2009

Prospective Contractor

Subject: DEP Solicitation Number 2010016C
Request for Statements of Qualifications (RFSOQ) for Bureau of Waste
Cleanup Program Services

This is an RFSOQ from professional engineering firms to provide support to the DEP Bureau of Waste Cleanup (BWC). Work associated with the following sections/areas within the BWC is anticipated: Hazardous Waste Cleanup Section (HWCS), Site Investigation Section (SIS), CERCLA Site Screening (SS) and Brownfields (BF). The RFSOQ package consists of this transmittal letter and the following attachments:

- Attachment A - DEP Solicitation Acknowledgement Form
- Attachment B - General Instructions for the Preparation and Submission of
Statements of Qualifications for Bureau of Waste Cleanup
Program Services
- Attachment C - Scope of Services
- Attachment D - Quality Assurance Requirements for Department Contracts
- Attachment E - Past Performance Reference Forms
- Attachment F - Evaluation Criteria
- Attachment G - Drug Free Workplace Certification
- Attachment H - RFSOQ Response Checklist
- Attachment I - Respondent/Subcontractor Summary Form
- Attachment J - Proposed Contract

Your response should comply fully with these instructions which stipulate what is to be included in the SOQ. Prospective contractors submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the sealed envelope or package transmitting their response. This information is used only to put the DEP's mailroom on notice that the package received is a response to a DEP solicitation and therefore should not be opened but delivered directly to the DEP Procurement Section.

This solicitation does not commit DEP to pay any costs incurred in the preparation and submission of a bid in any form or to procure or contract for said services or supplies. The Secretary of the DEP or his/her written designee are the only individuals who can commit the DEP to the expenditure of funds in connection with any contract resulting from this bid.

The designated DEP Procurement Section representative for this bid is the undersigned. All communications hereon should cite the subject solicitation number and be directed to my attention at the address provided on Attachment B, Item B.6.

Sincerely,

Ruth Heggen

Ruth Heggen
Procurement Administrator

RH/rh

Attachments

Attachment A
DEP SOLICITATION ACKNOWLEDGEMENT FORM



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR STATEMENTS OF QUALIFICATIONS
PROFESSIONAL SERVICES

Page <u>1</u> of <u>92</u> Pages	SUBMIT PROPOSAL TO: Department of Environmental Protection Procurement Section, Carr Building, Room 235 3900 Commonwealth Boulevard, MS#93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361		
AGENCY RELEASE DATE: <u>NOVEMBER 30, 2009</u>			
SOLICITATION TITLE: BUREAU OF WASTE CLEANUP PROGRAM SERVICES		SOLICITATION NO: 2010016C	
RESPONSES WILL BE OPENED @ 2:30 P.M. ET ON WEDNESDAY, JANUARY 20, 2010 and may not be withdrawn within <u>180</u> days after such date and time.			
VENDOR NAME:		*AUTHORIZED SIGNATURE (MANUAL) *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the respondent.	
VENDOR MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer 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 Proposer.			

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.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

NOTE: This section is superceded by a condition in Attachment B. Electronic submission of proposals is not required and will not be accepted.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer 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 response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response. NOTE: This section is superceded by a condition in Attachment B.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer 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 Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. NOTE: This section is superceded by a condition in Attachment B.
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the respondent will conform to the specifications without exception.
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
10. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.
11. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
12. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <http://vbs.myflorida.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone. NOTE: This section is superseded by a condition in Attachment B.

13. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected. NOTE: This section is superceded by a condition in Attachment B.
14. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
15. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
16. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
17. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
18. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
19. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

(PUR 1001 – 60A-1.002(7), F.A.C.)

PUR 1000 – GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
 - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes. NOTE: This section is superceded by a condition in Attachment B.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.
8. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
9. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
10. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
11. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
12. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days

after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
14. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
15. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
16. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.
17. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.
18. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/recordsmgmt/scheduling.cfm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
20. **Indemnification.** The 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 and Customers, 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 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 or a Customer. NOTE: This paragraph is superseded by a condition in Attachment B.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers 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 a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 Customer 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 Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

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

21. **Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. NOTE: This section is superseded by a condition in Attachment B.

22. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.
23. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

24. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
25. **Force Majeure, Notice of Delay, and No Damages for Delay.** The 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 or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, 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 Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) 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 five (5) 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 against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers 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.
26. **Scope Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
27. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor 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. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
30. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
32. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
33. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
34. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. NOTE: This section is superseded by a condition in Attachment B.
35. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
36. **Warranty of Ability to Perform.** The 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. The 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. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
37. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
38. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
39. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency 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/>.
40. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; 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 <http://www.respectofflorida.org>.

41. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the 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. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
42. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
43. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
44. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
45. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
46. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C.)

ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF STATEMENTS OF QUALIFICATIONS FOR BUREAU OF WASTE CLEANUP PROGRAM SERVICES

- B.1 Solicitation Number: 2010016C
- B.2 Solicitation Type: Request for Statements of Qualifications (RFSOQ)
- B.3 Date of RFSOQ Issuance: November 30, 2009
- B.4 Program Area: Bureau of Waste Cleanup
Division of Waste Management
Florida Department of Environmental Protection (DEP)
- B.5 Solicitation Timeline:

By **Wednesday, December 16, 2009 @ 5:00 p.m. ET** all questions from prospective contractors must be submitted in accordance with the directions in section B.7.

By **Tuesday, December 22, 2009 @ 5:00 p.m. ET** the DEP anticipates posting the questions received and the DEP's answers on the Vendor Bid System (see instructions on how to get to the Vendor Bid System below).

By **Wednesday, January 20, 2010 @ 2:30 p.m. ET**, prospective contractors shall submit ten (10) copies of their response to this solicitation (**see Section B.33 for response preparation instructions**).

On or after **8:30 a.m. ET, on Tuesday, February 23, 2010**, the recommended short list of finalists selected to participate in oral discussions with the DEP award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to <http://www.myflorida.com>. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

- Click on BUSINESS
- Click on "Doing Business with the State"
- Under the "Everything for Vendors and Customers" heading, click on "Vendor Bid System"
- Click on "Search Advertisements"
- Under the "Agency" search field, select the "Department of Environmental Protection" and click on "Initiate Search"
- Click on the solicitation number "2010016C-AD"

For the oral discussions phase of this solicitation, all of the participating firms will start out on an equal basis.

These dates are to be used by prospective contractors for planning purposes and are subject to change. The DEP reserves the right to revise the solicitation schedule provided above.

Please notify the DEP Procurement Section identified below (see Section B.6) 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.

B.6 Response Submittal (This section supersedes Attachment A, PUR1001, Instruction #3, **Electronic Submission of Responses.**):

See the instructions for response preparation in Section B.33. Electronic submission of responses is not required and will not be accepted for this solicitation. Responses may be sent by U.S. Mail, Courier, or Hand-Delivered. **RESPONSES TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.**

Responses must be received by:

Ms. Ruth Heggen
Procurement Section, Room 235
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: 850-245-2361

NO LATER THAN 2:30 p.m. Eastern Time (ET) on Wednesday, January 20, 2010.

All responses must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number and date/time of the opening for solicitation for which the response is intended. The DEP is not responsible for the opening of any solicitation package which is not properly marked. It is the Respondent's responsibility to assure its response is submitted at the place and time indicated in this solicitation. Respondents are required to complete, sign, and return the "DEP Solicitation Acknowledgement Form" with their response.

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

B.7 Questions (This section supercedes Attachment A, PUR1001, Instruction #5, **Questions.**):

Any questions from proposers concerning this RFSOQ shall be submitted in writing, identifying the submitter, to Ruth Heggen at the address specified in section B.6, by email at ruth.heggen@dep.state.fl.us, or by facsimile at 850-245-2411 **no later than 5:00 p.m. on Wednesday, December 16, 2009.** E-mail inquiries are preferred; however a hard copy or facsimile is acceptable.

All questions and answers/changes to the solicitation will be provided in writing and posted on the DMS Vendor Bid System (VBS). It is the prospective contractor's responsibility to check periodically for any information updates to the solicitation which are posted to the VBS. DEP bears no responsibility for any delays, or resulting impacts, associated with a prospective contractor's failure to obtain the information made available through the DMS Vendor Bid System.

INFORMATION WILL NOT BE AVAILABLE BY PHONE. Any information received through any oral communication shall not be binding on the DEP and shall not be relied upon by an offeror.

Information on Federal Procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the DEP Procurement Section referred to in Section B.6 above.

For the purposes of this solicitation, the terms respondent, offeror and contractor are used interchangeably and mean a person(s) or firm(s) submitting a response to this solicitation, including joint ventures.

B.8 Restrictions on Communication with DEP Staff

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

B.9 Notification **(This section supercedes Attachment A, PUR1001, Instruction #12, Electronic Posting of Notice of Intended Award.):**

Tabulation of Results, with the recommended short list of finalists selected to participate in oral discussions with the DEP, will be posted for review by interested parties at the location specified in B.5 above, on or after **8:30 A.M., Tuesday, February 23, 2010**, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any respondent who desires to protest the recommended award must file a protest with the Procurement Section, Department of Environmental Protection, Carr Building, Room 235, 3900 Commonwealth Boulevard, MS#93, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

B.10 Disclosure and Ownership of Proposal Contents by the DEP:

A Respondent's SOQ shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Respondent's SOQ (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful SOQ, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. A Respondent's submission of an SOQ shall constitute a waiver of any copyright protection which might otherwise apply to the DEP's production, disclosure, inspection and copying of such SOQ and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. A Respondent's SOQ, upon submission, and the contract shall be the property of the DEP except those parts asserted to be exempt in the manner set forth below, and the DEP, in its sole discretion, shall have the right to use, reproduce, and disseminate the SOQ and Contract. The DEP reserves the right to use any and all information contained in a Respondent's SOQ.

Any SOQ content submitted to DEP which is asserted to be exempt from Chapter 119, Florida Statutes, shall be marked as such in accordance with the instructions outlined in Exhibit I of this Attachment. A sample has been provided for your convenience (see Exhibit I). Failure to so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the SOQ or other document in which the content is set forth.

B.11 Public Records

Any material submitted by a Respondent will become a public record pursuant to Chapter 119, Florida Statutes, ten (10) days after the DEP opens the SOQs or when the short list is posted, whichever occurs first. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.10 above.

B.12 Description of Work Being Procured:

This is an RFSOQ to select professional engineering firms registered to do business in the State of Florida to provide support to the DEP Bureau of Waste Cleanup (Bureau). Work associated with the

following Sections/areas within the Bureau is anticipated: Hazardous Waste Cleanup Section (HWCS), Site Investigation Section (SIS), CERCLA Site Screening (SS) and Brownfields (BF). All services shall be performed in accordance with the Scope of Services outlined in Attachment C.

In order for a respondent to be considered for contract award, the respondent 1) must be an engineering firm registered in the State of Florida, 2) must be a geological firm registered in the State of Florida, and 3) must have an office and personnel located in the State of Florida.

Assessment and cleanup activities may be accomplished by the contractor, subcontractors to the contractor, or a combination thereof. Due to the variety and complexity of tasks associated with site activities, the DEP allows joint ventures and/or subcontracting among firms in order to develop an optimum team approach.

B.13 Number of Awards:

Multiple awards, up to a maximum of twelve (12) contracts, shall be awarded as a result of this solicitation. The DEP, at its sole discretion, shall make this determination.

NO MINIMUM LEVEL OF WORK IS GUARANTEED UNDER ANY CONTRACT RESULTING FROM THIS SOLICITATION.

B.14 Contract Period:

The contract is expected to begin upon execution and remain in effect for an initial period of five (5) years. Based on continued satisfactory performance by the contractor and the availability of funding, the DEP reserves the right to renew any and all contracts resulting from this solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be considered during the fifth year of the contract period. Such renewal shall be limited to a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.

B.15 Type of Contract Contemplated:

It is anticipated that each contract will be a task assignment contract. The method of payment for task assignments will be a combination of fee schedule, fixed price and cost-plus-fixed-fee. However, the DEP reserves the right to award another contract type if such will be most advantageous to the DEP and the State of Florida, price and other factors considered.

Services shall be authorized on a Task Assignment basis. The selected contractors shall not perform any services under the contracts resulting from this solicitation until such time as a Task Assignment has been fully executed by both parties. The selected contractors are not authorized to perform any services which exceed the authorized funding amount issued for each Task Assignment.

All rates contained in the contract resulting from this solicitation shall be subject to renegotiation on the anniversary date of the Contract each year of the Contract. The selected contractor or the DEP shall initiate any renegotiation of rates sixty (60) days prior to the renegotiation date established herein. Failure to initiate a renegotiation of rates prior to the date(s) established may result in the continuation of the rates contained in the contract until the next scheduled renegotiation date. The DEP reserves the right to terminate the contract if an agreement is not reached by the renegotiation date.

A copy of the proposed contract containing all requirements is included as Attachment J. The requirements contained in the proposed contract should be closely reviewed by the offeror since modifications proposed by the offeror may not be considered. The DEP reserves the right to revise

the proposed contract to include additional language required by the federal agency(ies) or other sources awarding funding to the DEP in support of this project.

B.16 Offer Acceptance Period:

The DEP expects to execute the contract as soon as possible after the announcement of the award. The DEP has the discretion to terminate negotiations if an agreement is not reached within thirty (30) working days after announcement of award.

B.17 Firm Response **(This section supercedes Attachment A, PUR1001, Instruction #13, Firm Response.):**

Any submitted response shall remain valid for one hundred eighty (180) days after the response submission date.

B.18 Disclosure:

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

B.19 Laws and Permits:

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

B.20 Insurance **(This section supercedes Attachment A, PUR1000, Condition #34, Insurance Requirements.):**

The contractor selected under this RFSOQ shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the selected contractor shall provide adequate insurance, satisfactory to the DEP, for the protection of its employees not otherwise protected.

The contractor selected under this RFSOQ shall maintain during the life of the contract, comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage; comprehensive automobile liability coverage with limits of not less than \$2,000,000 combined single limit, and professional liability coverage with limits of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. The selected contractor shall also maintain pollution liability coverage with limits of not less than \$3,000,000 aggregate for personal injury or death, \$1,000,000 per occurrence for personal injury or death, and \$1,000,000 per occurrence for property damage.

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

The selected contractor shall be required to submit insurance certificates evidencing all of the above insurance coverage prior to the execution of a contract with the DEP. The insurance certificate must name the DEP as an additional insured and reference the DEP Contract Number.

B.21 Indemnification (This section supercedes Attachment A, PUR1000, Condition #20, Indemnification, paragraph #1.):

The selected contractor must agree to shall save and hold harmless and indemnify the State of Florida, the Department, and their respective officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the selected contractor and other persons employed or utilized by the selected contractor in the performance of the contract resulting from this solicitation.

The EPA may provide indemnification pursuant to Section 119 of CERCLA, as amended, to carry out response actions under contract tasks funded by the EPA, in whole or in part, resulting from this solicitation. However, the selected contractors must apply directly to the EPA for this indemnification. The EPA, at its sole discretion, will determine whether indemnification will be provided.

B.22 Limitation of Liability (This section supercedes Attachment A, PUR1000, Condition #21, Limitation of Liability.):

Attachment A, PUR1000, Condition #21, Limitation of Liability is deleted in its entirety. Liability will not be limited in any contract(s) resulting from this solicitation.

B.23 Force Majeure:

If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of a contract resulting from this RFSOQ, the selected contractor shall promptly notify the DEP orally and shall, within seven (7) calendar days, notify the DEP in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the selected contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the DEP, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEP accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, fire, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the selected contractor. The selected contractor is responsible for the performance of all services issued under this contract. Failure to perform by a selected contractor's subcontractor shall not constitute a force majeure event.

B.24 Conflict of Interest:

The respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected contractor shall be required to provide written notification to the DEP within five (5) working days of the discovery of a potential conflict-of-interest; the DEP shall determine whether or not a conflict-of-interest exists.

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B.25 Patents and Copyrights

- A. If a selected contractor brings to the performance of the contract resulting from this solicitation a pre-existing patent or copyright, the selected contractor shall retain all rights and entitlements to that pre-existing patent or copyright, unless the contract provides otherwise.
- B. If any discovery, invention or technology arises or is developed in the course of, or as a result of, work or services performed under the contract resulting from this solicitation, or in any way connected herewith, the selected contractor shall reserves all rights to patent or copyright. However, the selected contractor shall provide the DEP a non-exclusive royalty-free license to use such patented or copyrighted invention, technology or material for any DEP or State of Florida purpose.

B.26 Use of Contract by Other State of Florida Governmental Entities:

Other State of Florida Governmental entities (Entity) may purchase from the contract(s) resulting from this solicitation, provided such use of the contract(s) has been determined to be cost effective by the Entity and in the best interest of the State. The selected contractor(s) has the option of selling the commodities of services described in this solicitation to other State of Florida governmental entities at the selected contractor(s) discretion. Eligible users of the contract(s) resulting from this solicitation include other State of Florida Agencies (including members of the State University System and Community College System), Water Management Districts, Counties, Local County Boards of Public Instruction, Municipalities, and other local public agencies or authorities.

B.27 Subcontracting:

The prospective contractor shall not subcontract, assign, or transfer any of the services sought under this solicitation, *with the exception of those subcontractors identified in the prospective contractor's response*, without the prior written consent of the DEP.

The selected contractor will be responsible for the fulfillment of all work elements included in all subcontracts and shall agree to be responsible for payment of all monies due under any subcontract.

Prospective contractors **cannot** respond to this solicitation as both a prime contractor and a subcontractor to other respondents. In the event that responses are received from firms with common ownership, officers or directors, to provide services as prime contractors, all such responses will be rejected. In the event that responses are received from firms identifying identical personnel on the Standard Form 330, all such responses will be rejected. In the event that a firm who has responded as a prime contractor provides a letter of commitment to subcontract with another respondent, the response submitted as a prime contractor shall be rejected.

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

B.28 Vendor Registration:

Prior to entering into a contract with the DEP, the selected contractor 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 (link available under BUSINESS at www.myflorida.com). Prospective contractors who do not have Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 970-775 Professional Engineers, 970-400 Environmental Engineers, 991-320 Environmental Cleanup and Restoration, and 970-475 Geotechnical – Soils Engineers.

B.29 Florida Department of State Registration Requirements:

All entities defined under Chapter 865, 607, 608, 617, 620 or 621, Florida Statutes, seeking to do business with the Florida Department of Environmental Protection shall, prior to execution of a contract, be appropriately registered with the Florida Department of State.

B.30 MyFloridaMarketPlace Transaction Fee:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Rule 60A-1.032(1), Florida Administrative Code, the contracts resulting from this solicitation shall be exempt from the one percent (1%) transaction fee.

B.31 Number of Copies to be Submitted:

Ten (10) signed copies of the response must be submitted for review by the DEP. Each copy is to be bound individually. One (1) copy of the response shall bear original signatures. Use of legible reproductions of signed originals is authorized for all other copies of the response.

B.32 Elaborate Responses:

It is not necessary to prepare your response using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your response shall be prepared in accordance with the instructions herein.

B.33 General Instructions for Preparation of the Response:

The instructions for this RFSOQ have been designed to help insure that all responses 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.**

The response shall consist of the following parts:

A. Acknowledgement Form:

The DEP Solicitation Acknowledgement Form (original copy provided in solicitation package as Attachment A) shall be completed as instructed. The originally signed copy shall be submitted in one (1) copy of the response package marked "Original". Nine (9) photocopies of the signed original Attachment A shall be made, and one (1) copy shall be provided in each of the nine (9) additional response packages submitted to the DEP. If a respondent fails to submit a completed Acknowledgement Form with their response, the DEP reserves the right to contact the vendor 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.

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

B. Technical Response:

The Technical Response Package shall be prepared by each respondent in the format listed below utilizing 8.5" x 11" paper. **Each respondent shall limit the technical response package to no more than twenty-four (24) pages (not including the Standard Form 330, Attachment E, and copies of licenses) with page limits for each section specified below.** Any photographs, maps, diagrams, charts or other non-text material, which provides information about the respondent, shall be included in the page limitation of the technical response package.

If the specified page limit for a particular section or subsection is exceeded, the extra pages for that section or subsection will not be reviewed. Pages which are not used for a particular section or subsection cannot be added to the page allowance for another section. For example, if only ten (10) of the fifteen (15) pages allocated for the Qualifications section of the technical response package are used, the number of pages cannot be increased for any other section in the technical response package. The total page count of the technical response package, in this example, would therefore be nineteen (19) pages.

Respondents are encouraged to prepare their Technical Response Package in the order outlined below for ease of the identification and review by the evaluators. However, in no event shall the respondent use the tab pages to present additional information. **Tab pages which present information shall be counted in the page limit for the technical response section of the SOQ.**

The Technical Response Package shall contain the following sections:

1. Introduction (1 page limit)

The content of this section shall be at the sole discretion of the respondent.

2. Company Background (2 page limit)

This section shall provide information on the historical background of the respondent and on the respondent's organizational structure, including locations of all Florida-based offices, the capabilities of each office, and staffing levels within those offices. This section shall also include number of years in existence, number of years performing work which may be relevant to the services being requested under this solicitation as outlined in Attachment C.

This section shall also provide background information on all joint ventures and subcontractors, which the contractor intends to specify in their cost proposals. For clarification, there are two types of subcontractor relationships anticipated:

- a. Primary subcontractors, which the contractor intends to use for the term of the contract (e.g., laboratories, consulting firms that are providing key elements of the contracted services). The contractor will be required to submit unit rates for these subcontractors in their cost proposal if the contractor is selected after oral discussions. These subcontractors and their associated rates will be contained in the body of the contract and are subject to annual contract rate negotiations.
- b. Secondary subcontractors intended for some of the work (e.g., drilling, IDW transport) but which may not be retained for either the term of the contract or over a prolonged period of the contract. On a task assignment basis, the contractor will be required to pre-qualify and obtain valid quotes from a minimum of three subcontractors. The lowest, responsive subcontractor quote will be

selected to perform that work. The DEP reserves the right to reject any and all subcontractor quotes.

Firms selected by the DEP shall be required to submit reviewed or audited financial statements to demonstrate current financial condition and stability. Once submitted, these records are subject to Chapter 119, Florida Statutes, and therefore become public information.

3. Qualifications (15 page limit)

This section shall demonstrate the respondent's understanding of contamination problems in Florida and knowledge and experience in managing site services and cleanup projects in Florida, or elsewhere in the United States, that are relevant to the work conducted in the Bureau of Waste Cleanup. The respondent's knowledge and abilities in each area relevant to site services, as outlined in Attachment C, shall be presented:

- assessment;
- initial remedial measures/interim source removals;
- feasibility study;
- engineering design;
- procurement assistance;
- turnkey approach;
- construction oversight;
- operation and maintenance;
- community relations support; and,
- reporting.

In particular, the DEP is interested in the following:

- the respondent's methods for improving and streamlining present methods of site services at all phases;
- utilization of innovative technologies; and,
- the respondent's methods for effectively moving into different phases or combining certain phases to shorten the time required to complete the cleanup process.

Experience should be illustrated by a discussion of completed projects for relevant site services whenever possible, and the specific duties performed on these projects should be indicated.

4. Project Management (6 page limit)

- a. The respondent shall describe in-house project organization and management methods which are most appropriate to perform the type services described in Section B.12 and Attachment C. Contract managers and key personnel must be identified. Subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and subcontractors must be identified.
- b. The discussion should include cost and schedule controls, corrective action procedures, invoicing protocols and any other management considerations appropriate to concurrent work at multiple sites. The DEP is interested not only in how cost and schedules will be tracked and reported, but specifically what will be done to reduce costs and maintain schedules. Examples of this are rewards and disincentives for subcontractors, contingencies for weather and field problems, and efficiencies in field work activities. Corrective action procedures and individual

responsibilities for such should be described. The management methods shall address cost or price monitoring and control, but shall not reveal cost information.

- c. The availability of the respondent's personnel assigned to this contract is important. The DEP expects personnel and subcontractors identified in the SOQ to be available for work on DEP projects without interference from other ongoing contractual obligations that the respondent may have. The selected contractors may be performing work on multiple sites simultaneously, and therefore should indicate how work overloads will be managed to prevent project delays.

5. Personnel Assigned (not included in page limitation)

The respondent shall complete Part I (Sections A through E only) and Part II of the United States Department of General Services Standard Form 330 in accordance with the instructions provided therein. Part I (Sections A through E only) and Part II of the Standard Form 330 must be completed and submitted with the response package. Key personnel identified in Section E shall be those personnel (including key primary subcontractors, if applicable) directly responsible for daily project management to be assigned to the contract resulting from this solicitation. Specific project positions shall coincide with the personnel identified in the Project Management section of the response package (see Section B.33.B.4 above). An electronic version of the form may be obtained at the website <http://contacts.gsa.gov/webforms.nsf/> under the **Standard-StdContracting & Procurement** section.

6. Licenses (not included in page limitation)

The respondent shall submit copies of professional licenses from the appropriate State of Florida board governing the services to show that the respondent (**not subcontractors**) is both 1) an engineering firm registered in the State of Florida **and** 2) a geological firm registered in the State of Florida.

In the event that respondents submit a response as a joint venture, it is not necessary for each member of the joint venture to have both licenses. However, members of the joint venture as a whole must provide both licenses.

Failure of the respondent (firm) to be 1) an engineering firm registered in the State of Florida, and 2) a geological firm registered in the State of Florida at the time of SOQ opening shall result in the SOQ being deemed nonresponsive and therefore, disqualified.

7. Non-DEP Past Performance References (**Must use pages provided as Attachment E**)

Also, in the spaces provided on Attachment E, the respondent (**not intended subcontractors**) must provide the required information for a minimum of six (6) separate and verifiable projects which have been completed within the last three (3) years. All projects listed shall be for work relevant to the Bureau of Waste Cleanup. Projects performed for confidential clients **shall not** be included. **Do not list projects completed for the DEP, the DEP will identify those from its own database (see section 8 below).**

Of these six (6) projects, the DEP requires that:

- a. A minimum of four (4) different clients be represented by these six (6) projects.
- b. A minimum of four (4) projects must have been conducted by personnel identified in Section E of Standard Form 330.

- c. A minimum of two (2) projects be represented by sites in which chlorinated drycleaning solvent contamination exists.

Projects that the respondent has completed for firms that are listed as subcontractors in their response package will not be accepted as Past Performance references under this solicitation. Projects that the respondent has completed for organizations having any affiliation with the respondent (i.e., under common ownership, having common directors, officers or agents, or sharing profits or liabilities) will not be accepted as Past Performance reference under this solicitation.

In the event that the 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, on Attachment E.

References should be available to be contacted during normal working hours. The DEP will choose, at its own discretion, three (3) of the respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment F. The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that 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. The DEP **will not** attempt to correct incorrectly supplied information.

Failure to provide the required information for six (6) separate and verifiable projects which have been completed within the last three (3) years and which meet the requirements set forth above shall result in point reductions as set forth in Attachment F.

8. DEP Past Performance Reference

In the space provided on Attachment E, the respondent must list all names under which it has operated during the last five (5) years. The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after November, 2004).

The DEP shall choose one (1) of the respondent's DEP references, if applicable, to contact in order to complete an evaluation questionnaire as provided in Attachment F. The DEP project to be evaluated will be the most comprehensive project which is most closely related to hazardous waste or drycleaning solvent cleanup. Satisfactory performance for the DEP project will score zero (0) points; unsatisfactory performance may score up to minus fifteen (-15) points. In this way, respondents who have not worked for the DEP, or who have performed satisfactorily for the DEP, will not be penalized.

Failure of the respondent to provide any of the information required in the technical response portion of the SOQ package shall result in a score of zero (0) for that element of the evaluation.

C. Respondent/Subcontractor Summary Form

On the form provided as Attachment I, the respondent shall list the name of the respondent(s), the name of each intended subcontractor, and indicate the **one** business category of each firm listed.

D. Documentation Supporting Subcontract Arrangements

All respondents shall supply written proof of subcontract arrangements for this solicitation. Documentation shall be supplied for each subcontractor listed on Attachment H, which the respondent intends to utilize and for whom the respondent has identified qualifications and experience in their proposal. The written documentation shall be **a one (1) page letter supplied by the subcontractor on its letterhead stationery**, clearly identifying the DEP Solicitation Number (**2010016C**), the project title (**Bureau of Waste Cleanup Program Services**), and the primary contractor with whom the firms intends to subcontract. **Failure to submit a letter of commitment from an intended subcontractor identified in the proposal shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.**

Note: Do not use this section to provide additional information about any proposed subcontractors. Any additional information provided with these letters will not be reviewed.

E. 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 DEP expects respondents to address each objective. Objectives not addressed in the selected contractor's response must be addressed prior to contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.**

1. **Diversity.** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled 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 service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

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

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes 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, attached hereto and made a part hereof as Attachment G, to certify that the respondent has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; 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 <http://www.respectofflorida.org>.

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 subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; 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 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. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.34 Scoring:

With the exception of the past performance reviews, each proposal will be reviewed by at least three evaluators. Each of the evaluators will work independently using the evaluation criteria contained in Attachment F. A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank for each proposal for all evaluators. The Procurement Section shall present the average rankings to the Division Director who will then determine the short list of firms recommended to participate in oral discussions.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
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 places for those firms are averaged and each firm receives the averaged rank. In this case the third and fourth ranked firms are tied, so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each firm receives a rank of 3.5.

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

B.35 Terms and Conditions (This section supercedes Attachment A, PUR1001, Instruction #4, Terms and Conditions.):

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Instructions for Preparation and Submission of Statements of Qualifications for Bureau of Waste Cleanup Program Services,
- Scope of Services,
- General Instructions to Respondents (PUR1001), and
- General Conditions (PUR1000).

Note:

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

MARKING CONFIDENTIAL AND TRADE SECRET INFORMATION IN A PROPOSAL -- INSTRUCTIONS

1. Enclose the statement, sentence, paragraph, or page that contains the confidential information in brackets and highlight the information. (All copies of the response must have the confidential statements highlighted in color.) Mark only statements containing confidential information.
2. Mark the information confidential.
3. Cite the exemption that allows this information to be kept confidential.
4. See the sample below.

This is a sample document. This is a sample document. This is a sample document. This is a sample document.
This is a sample document. This is a sample document. This is a sample document. This is a sample document.
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document. This is a sample document. This is a sample document. This is a sample document.

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ATTACHMENT C

SCOPE OF SERVICES

This is an RFSOQ to select professional engineering and geological firms registered to do business in the State of Florida to provide support to the DEP Bureau of Waste Cleanup (Bureau). Work associated with the following Sections/areas within the Bureau is anticipated: Hazardous Waste Cleanup Section (HWCS), Site Investigation Section (SIS), CERCLA Site Screening (SS) and Brownfields (BF). Additional information about these programs can be found at the following websites:

- <http://www.dep.state.fl.us/waste/categories/wc/pages/cleanup/default.htm>
- <http://www.dep.state.fl.us/waste/categories/siteinv/default.htm>
- <http://www.dep.state.fl.us/waste/categories/wc/pages/ProgramTechnicalSupport.htm>
- <http://www.dep.state.fl.us/mainpage/programs/brownfields.htm>

In order for a respondent to be considered for contract award, the respondent must be an engineering firm registered in the State of Florida, must be a geological firm registered in the State of Florida, and must have an office and personnel located in the State of Florida.

The scope of work includes:

- Hazardous waste site cleanup services,
- Drycleaning solvent cleanup program services.
- Quick-response to perform detailed hydrogeological site investigations for the purpose of determining the magnitude and/or source of ground water contamination.
- Assessment and cleanup activities for the State Owned Lands sites.
- Comprehensive Environmental Response Compensation and Liability Act (CERCLA) site assessments.
- Brownfields Assessments and Brownfields Source Removals.
- Institutional controls/engineering controls audit program (ICECAP).

Assessment and cleanup activities may be accomplished by the contractor, subcontractors to the contractor, or a combination thereof. Due to the variety and complexity of tasks associated with site activities, the DEP allows joint ventures and/or subcontracting among firms in order to develop an optimum team approach. The contractor may be required to obtain competitive quotes and/or conduct negotiations for subcontracted work. The contractor will be responsible for all phases of assessment and cleanup. The contractor may be given task assignments for sites at which some assessment or remedial activities have already occurred.

The DEP reserves the right to award some of the work based upon a "pay for performance" cleanup. A pay for performance cleanup is one in which payments are made to the contractor based upon a negotiated schedule of cleanup progress. A pay for performance cleanup will require negotiations between the DEP and the contractor to develop goals, target levels, milestones, payment structure and any additional terms and conditions under which the pay for performance cleanup will be performed.

All work performed by the selected contractors must be in accordance with Chapters 62-780, 62-782 or 62-785, F.A.C.

The different tasks associated with each area of site work are described below:

I. Scopes of Work, Work Plans and Preliminary Assessments

Selected contractors may be required to develop scopes of work, work plans or preliminary assessments for activities to be conducted on a site-specific basis. This work

may include obtaining permission for site access, site reconnaissance and interviews with site owners or operators. Scopes of work and/or work plans may be required for activities including, but not limited to, the activities described in the following Sections II. through XIII.

II. Quality Assurance, Laboratory Requirements and Health and Safety

A. Quality Assurance

Prior to receiving any site assignments, selected contractors will be required to comply with all requirements set forth in the Quality Assurance Rule 62-160. F.A.C., and the requirements established in Attachment D.

For CERCLA and Brownfields site assessments, the selected contractors must also comply with the EPA's Field Branches and Quality System and Technical Procedures guidance document.

B. Laboratory Requirements

Selected contractors will be required to comply with the Requirements for Field and Analytical Work DEP-QA-002/02.

C. Health and Safety

Selected contractors will be required to submit to FDEP a Health and Safety Plan for each project. The plan will be designed to protect the health and safety of local residents as well as contractor personnel. All safety requirements will conform to the OSHA Guidelines for Hazardous Waste Operations, 29 CFR Part 1910.

III. Site Assessment

The purpose of a Site Assessment is to characterize the nature and extent of environmental contamination, and to gather all necessary data to support the evaluation of remedial alternatives. The contractor may be required to complete assessments at multiple sites within a regional boundary and within a determined timeframe. A typical Site Assessment may include, but not be limited to, the following tasks:

A. Preliminary Assessment

Prior to sampling and other on-site investigations, the contractors may be required to review existing information on the site, survey the site, perform a well inventory and perform other work as necessary to assess data needs and develop a plan of approach.

B. Site Assessment

Detailed hydrogeological site assessments will be required for the purpose of determining the magnitude and/or the source of ground water and soil contamination. Assessments will follow methodologies and protocols accepted and approved by the DEP or the U.S. Environmental Protection Agency (EPA), as applicable. Refinement of schedule and scope may be needed as site work proceeds. Occasionally, site-specific assistance in a discipline or technical area not listed as a work element may be required if within the selected contractor's capabilities (i.e. surface water sampling, hazardous waste characterization, bioassays). A task may consist of a complete assessment or it may consist of one or several components of such an assessment.

For the Hazardous Waste Cleanup Section, Contractors will be expected to delineate soil and groundwater contamination, and obtain all necessary data to recommend appropriate remedial alternatives for each site and to develop designs for the selected remedial alternatives as needed.

For the Site Investigation Section, site assessments are conducted to determine the magnitude and characteristics of groundwater and soil contamination, where the source of the contamination is frequently unknown at the outset of a study and must be determined. In such cases, extensive historical and hydrogeological research is vital in developing and implementing a practical scope of work. As circumstances change, the scale or course of the investigation may require reasonable field modification with little or no direct oversight. Throughout the study, the project manager must skillfully communicate with various agencies, property owners, subcontractors and other entities. All data and observations must be properly documented and interpreted, and the resulting report must withstand strong departmental scrutiny and opposing challenges.

For CERCLA site assessments relating to Site Screening, the selected contractors will also be required to use the EPA Forms II Lite and Data Archival and Retrieval System (DART) software programs, or subsequent software requirements, to adhere to EPA's Contract Laboratory Program. The information gathered during the CERCLA Site Assessment may be used to complete a Hazard Ranking System evaluation.

In support of the Department's Brownfields grant with EPA, the selected contractors will be required to conduct site-specific activities, which may include Phase I and Phase II Environmental Site Assessments, risk assessments, and contamination assessments. Phase I site characterization and assessment will be performed in accordance with the American Society of Testing and Materials (ASTM) Standard E1527-05 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process", and "All Appropriate Inquiries" requirements as set forth in regulations promulgated at 40 CFR Part 312.

C. Site Assessment Report

A report that adequately describes the objectives, findings and conclusions of the assessment will be required. The structure of the report will be determined by the program for which the report is being developed.

IV. Feasibility Study / Remedial Alternatives Evaluation / Risk Assessment

The purpose of a Feasibility Study (FS) or Remedial Alternatives Evaluation (RAE) is to develop and evaluate remedial alternatives for a site. It may be performed separately or concurrently with the Site Assessment. A typical FS or RAE may include, but not be limited to: additional data collection; risk assessment; remedial alternative screening and evaluation; and a summary report. For a Risk Assessment, the human health and environmental risks associated with the contaminants present at a site will be determined and cleanup criteria will then be selected.

V. Remedial Actions

A remedial action is the implementation of the selected cleanup alternative(s) for a site. A typical remedial action may include, but not be limited to, the following:

A. Engineering Design

The purpose of engineering design is to develop in detail the selected remedial action to be conducted at a site. A typical design may include, but not be limited to: additional investigation and studies; a preliminary design; and, a final design package, the form of which will depend upon the construction contractor procurement method selected by the DEP (turnkey, competitive sealed bid procurement, etc).

B. Procurement Assistance

Contractor assistance may be required during DEP bid procurement of construction contractors. This assistance may include such activities as preparing and issuing addenda, distribution of procurement documents, and evaluation of bids and proposals.

On some projects, a competitive negotiation solicitation may be used to select a design/build contractor. Contractor assistance may be needed on these projects which may include preparation of requests for statements of qualifications, preparation of design criteria packages, issuing addenda and evaluation of qualifications statements and proposals.

C. Turnkey Approach

The Contractor may be required to conduct remedial actions at multiple sites. For some site cleanup projects, the contractor may be the prime contractor for all necessary engineering design, construction activities, and operation and maintenance activities for a site.

D. Construction Oversight

Contractor oversight may be needed in the management of construction activities. This assistance may include, but not be limited to: participation in pre-construction conferences; review of shop drawings, technical documents, invoices and reports; conducting on-site construction inspections, surveying and environmental monitoring; daily, on-site record keeping; progress tracking; conducting equipment and materials testing and inspections; and preparation of record drawings, change orders and reports.

VI. Operation and Maintenance

Operation and maintenance (O&M) assistance may be needed after construction is completed. These activities may include, but not be limited to: site inspections; preparation and review of O&M plans; operator training programs; development of manuals and reports; providing recommendations for additional actions; operation and maintenance of treatment systems; providing recommendations for improvement of cleanup performance; and monitoring.

VII. Initial Remedial Measures / Interim Source Removals

The contractor may provide assistance during initial remedial measures or interim source removal actions, which are determined by the DEP to be necessary actions for minimizing imminent threats to human health and/or the environment. The contractor may be required to meet an aggressive schedule for expediting source removal and/or plume containment using a fast-track approach to a project without the benefit of a comprehensive study of site conditions. These remedial measures may include, but not

be limited to: security fences and warning signs; installation of berms or caps; ground water recovery; water treatment; product recovery; soils, sediments and drum removal; tank removal; and preparation of necessary reports.

VIII. Hazardous and Non-hazardous Waste Management

The contractor shall be responsible for the proper storage, manifesting, and "cradle to grave" tracking of contaminated or potentially contaminated waste materials of any kind which are directly or indirectly generated from the contractor's performance under the contract. The contractor shall act as the direct representative for the DEP in the signing of manifests for hazardous and non-hazardous waste management. The DEP shall assume the responsibilities of the generator for such wastes.

IX. Reporting Requirements

Where required and authorized by Chapters 471 and 492 of the Florida Statutes, applicable portions of required documents, which are submitted to the DEP for public record shall be signed and sealed by the appropriate professional(s) who prepared them.

The contractor may be required to submit multiple reports as a result of work described herein. These reports may be in standard format(s) to be provided by the DEP. All reports and data shall be delivered in both printed and electronic formats. Map data and engineering drawings shall be in a format compatible with AutoCAD. The contractor will incorporate Automated Data Processing Tool (ADaPT) software requirements in QA plans, permits, orders and other documents requiring submission of laboratory data, as applicable. The DEP reserves the right to require all contractors to use specified formats for maps (including GPS and GIS data), engineering drawings, data management, project tracking and reports.

X. Program Support

Assistance may be needed in reviewing the work of contractors hired by the EPA, responsible parties or the DEP. This work may involve review of RI/FS work, design work, construction, O&M and offsite notification.

XI. Community Relations Support

The contractor may be required to provide community relations support during all phases of work. These activities may include preparing audio-visual materials and fact sheets, and participation in public meetings.

XII. Superfund Projects

The contractor may be used for National Priority List (Superfund) site projects when state, federal, or some combination of funding for such projects has been federally approved on a project-by-project basis. In the event such projects are tasked under this contract, the contractor must comply with all applicable state and federal guidelines for hazardous waste site cleanup.

XIII. Other

Other responsibilities of the contractor may include, but not be limited to: acquiring all necessary federal, state and local permits, authorizations and inspections; securing off-site access and obtaining easements; and ensuring compliance with all additional environmental regulations. The contractor shall be responsible for obtaining all applicable permits, authorizations and inspections unless otherwise set forth in a task assignment.

ATTACHMENT D

QUALITY ASSURANCE REQUIREMENTS FOR DEPARTMENT CONTRACTS

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
 - a. The Contractor shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Contractor shall notify the Department Contract Manager in writing before such changes are made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the Department Contract Manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The Contractor shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, or certification is not required (see item 2.g below), the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - i. The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - ii. These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - iii. Before providing analytical services for this Contract, the laboratory must provide to the Department Contract Manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within six months prior to the submission date.
 - g. For those test measurements for which the Department has determined that certification by the DoH ELCP is not necessary, all laboratory activities associated with the test measurements shall conform to the NELAC Quality Systems (Chapter 5) Standards.
 - h. Any non-standard laboratory procedure or methods (i.e., those not approved by the Department for standard environmental analyses) that are proposed for use shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory

Methods,” February 1, 2004. These procedures or methods shall be approved by the Department Contract Manager before use under this Contract and must be cited or described in the required planning document (see Section 6).

- i. The Contractor shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) are established for the Contract, and are listed in the planning document (see Section 6).
- j. The Contractor shall ensure that the selected laboratory test methods can provide results that meet the Contract data quality objectives.
- k. The Contractor shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
- l. The Contractor shall ensure that the essential laboratory quality control measures are consistent with Chapter 5 of the NELAC standards. In addition, the Contractor shall ensure that the quality control requirements specified in the attached addenda are followed.

3. **FIELD ACTIVITIES**

- a. “Sample” refers to samples that have been either collected or analyzed under the terms of this Contract.
- b. The Contractor shall ensure that all sample collection and field testing activities are performed in accordance with the Department’s “Standard Operating Procedures for Field Activities” (DEP-SOP-001/01, March 1, 2008, effective December 3, 2008). The specific standard operating procedures (SOPs) shall be cited in the planning document (see Section 6).
- c. Any non-standard field procedure shall be submitted for review and approval to the Department Contract Manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the Department Contract Manager before use under this Contract and must be cited or described in the planning document.
- d. Per the quality control measures outlined in the Department SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the Contractor shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
 - i. Matrix-Related Quality Controls - The Contractor shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes, and either matrix spike duplicates or laboratory duplicates as follows:
 - (a). The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
 - (b). One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (c). The last time samples are collected for the sample collection matrix.
 - ii. Field duplicates (not to be confused as laboratory duplicates) shall be collected and analyzed at a frequency of 5% of the total number of samples collected for each matrix/analyte combination (see FQ 1220).
 - (a). All field duplicate results greater than the PQL should agree within 20% RPD for each measured analyte. In the event that the field duplicate agreement is not observed, the Contractor shall investigate and attempt to determine the cause of poor precision. The outcome of these investigations shall be reported including corrective measures to minimize future problems.
 - iii. Field-Generated Blanks – Blanks associated with field activities as defined in FQ 1210 of the Department SOPs, shall be collected according to the requirements of FQ 1230.
 - (a). If the reported analyte is reported in any field blank, equipment blank or trip blank, the Contractor shall investigate and attempt to determine the cause unless the affected samples are at least 10 times the reported blank value. The outcome of these investigations shall be reported including corrective measures to minimize future occurrences.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. The Contractor shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
- b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- c. The Contractor shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the Department Contract Manager and shall include the following information:
 - ▶ **Laboratory sample identification (ID) and associated Field ID**
 - ▶ Analytical/test method
 - ▶ Parameter name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC, unacceptable measurement or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Laboratory verification results of field preservation
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - ▶ MDL
 - ▶ PQL
 - ▶ Sample type (such as blank, duplicate, etc.)
 - ▶ Field and laboratory blank results:
 - **Laboratory blank results (results for any laboratory blank analysis as required by the method and the planning document) (see Section 6);**
 - **Field quality control results including trip blanks, field blanks, equipment blanks, and field replicates as specified in the planning document (see Section 6)**
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analysis (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each quality control sample and the related sample results
 - ▶ Acceptance criteria for each reported quality control measure
- d. The Contractor shall ensure that the following field-related information is reported to the Department Contract Manager:
 - ▶ Site and/or facility name, address and phone number
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth
 - ▶ Sample collection method identified by the Department SOP number
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - **Department SOP followed**
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Narrative comments discussing corrective/preventive actions taken for any failed QC or unacceptable field measurement or other problems related to the sampling event.

5. **AUDITS**

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the Contractor, upon request, must provide the Department with the requested information, including all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the data are not usable for the contracted proposed purpose, the Department Contract Manager shall pursue remedies available to the Department including those outlined in Addendum 1.
- b. PLANNING REVIEW AUDITS –
 - i. Initial: Prior to the completion of the sampling and analysis events, and as specified in the addendum, the Contractor and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the Department Contract Manager, and a copy shall be maintained with the permanent project records.
 - ii. Ongoing: Planning reviews as described in item (i) above shall occur annually.
- c. QUALITY SYSTEMS AUDITS – The Contractor and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the Contractor's and subcontractors' records.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the Contractor shall provide statements about data usability relative to the Project Data Quality Objectives and Data Quality Indicators specified in the planning document.

6. **PLANNING DOCUMENT**

- a. The Contractor shall submit the planning document specified in the addendum to this attachment to the Department Contract Manager by the task assignment due date and prior to the commencement of field and laboratory activities. Failure to submit the planning document by the above-mentioned time shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the Department Contract Manager.
- b. The Contractor and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the Contractor fails to obtain approval for the planning document after the third (final) submission to the Department, the Department Contract Manager may suspend or terminate the Contract.
- c. The DEP Contract Number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of properly identified documents by the Department, the Department shall review and either approve the planning document or provide comments to the Contractor and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the Contractor shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt.
- d. If the review of the planning document by the Department is delayed, through no fault of the Contractor, beyond sixty (60) days after the planning document is received by the Department, the Contractor shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Work may not begin for specific Contract tasks until approval has been received by the Contractor from the Department Contract Manager. Sampling and analysis for the Contract may not begin until the planning document has been approved.
- f. Once approved, the Contractor shall follow the protocols specified in the approved planning document including, but not limited to:

- ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in subcontractor organizations, or changes in key personnel occur, the Contractor shall submit appropriate revisions to the planning document to the Department Contract Manager for review. The proposed revisions may not be implemented until they have been approved by the Department Contract Manager. If the Contractor fails to submit the required revisions, the Department Contract Manager may suspend or terminate the Contract.

7. **DELIVERABLES**

- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 - i. Copy of DoH ELCP Certificate(s) and the associated list of specific fields of accreditation, per item 2.d above.
 - ii. Copies of the QCC sample results per item 2.f. above.
 - iii. Non-standard laboratory or field procedures – The Contractor shall submit to the Department Contract Manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.
 - iv. Reports of planning review audits as specified in item 5.b. above.
 - v. Statements of Usability as specified in item 5.d. above.
 - vi. Planning document per Section 6, above.
- b. Failure to provide any of the above items may result in the pursuit of remedies available to the Department.

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ADDENDUM 1

Modifications to Attachment D, Quality Assurance Requirements for Department Contracts

These modifications shall be applied to Attachment D, "Quality Assurance Requirements for Department Contracts" for DEP Solicitation No. 2010016. The words "section" or "item" are numbered reference to requirements of Attachment D (pages 1 - 5).

1. Failure to comply with any requirement of this Attachment may result in:
 - a. Immediate termination of the Contract.
 - b. Withheld payment for the affected activities.
 - c. Contract suspension until the requirement(s) have been met.
 - d. A request to refund already disbursed payments.
 - e. A request to redo work affected by the non compliance.
 - f. Other remedies available to the Department.
2. **LABORATORIES**
 - a. The following Section 2 requirements are modified:
 - (i) The laboratory shall have received certification for all analytical services to be performed (item 2.a) prior to implementing laboratory services, therefore, item 2.b of Attachment L does not apply.
 - (ii) Copies of the DoH ELCP Certificates and associated information on fields of accreditation shall be submitted with each work plan (see Attachment C, Section C).
 - b. The following quality control addenda must be followed:
 - (i) Addendum 2, Quality Control Requirements for Laboratories Performing Chemical Analysis.
 - (ii) Addendum 3, Quality Control Requirements for Laboratories Performing Microbiological Testing.
3. **FIELD ACTIVITIES**
 - a. The Contractor shall ensure that these additional standard operating procedures are followed:
 - (i) EPA Region 4 SOP "Field Branches Quality System and Technical Procedures" <http://www.epa.gov/Region4/sesd/fbgstp/> shall be used when conducting investigations related to CERCLA and Brownfields site assessments. Where the Department SOP requirements are more stringent, those requirements shall be followed.
 - b. The following quality control requirements (item 3.c) are amended as follows:
 - (i) If specified by the Department Contract Manager, the Contractor shall arrange to collect sufficient sample so that a second laboratory that meets in the requirements in Section 2 can analyze the split sample.
 - (ii) For CERCLA site assessments, the quality control requirements specified by the EPA Forms II Lite, Darter (and/or subsequent software program required by the EPA) and the EPA Region 4 SOP "Field Branches Quality System and Technical Procedures" shall be followed.
4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
 - a. Records shall be retained indefinitely. Written approval to destroy or discard the records must be obtained.
 - b. When requested the Contractor shall submit the data electronically using the format specified by EPA or the Department Contract Manager.
 - c. In addition to the information in item 4.c, the Contractor shall ensure that the following laboratory information is reported:
 - (i) For all CERCLA site investigations, the EPA Contract Laboratory Program (CLP) deliverables shall be provided and the CLP data qualifiers shall be used.
 - d. In addition to the information in item 4.d, the Contractor shall ensure that the following field information is reported:

- (i) If no site phone is available (item 4.d of Attachment D), the phone number of the property owner shall be reported.
 - (ii) The related groundwater sampling logs shall be submitted.
- e. For all CERCLA site investigations, legal or evidentiary chain of custody, as defined in FD 1000 of the DEP-SOP-001/01, the EPA Region 4 Field Branches Quality System and Technical Procedures document and the NELAC Standards, shall be observed, and shall be stipulated in the planning document.

5. AUDITS

- a. EPA may also conduct audits of field activities. In these cases, the requirements of item 5.a of Attachment D apply to any EPA audit that might be scheduled.
- b. The initial planning review audit shall be performed within one month after the analytical data from the second sampling event has been completed.

6. PLANNING DOCUMENT

- a. Per Section 6 requirements, the type of planning document to be submitted is a Quality Assurance Project Plan (QAPP). This document shall be submitted to the DEP Contract Manager for review and approval. The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.
- b. The QAPP shall be submitted with the Work Plan as outlined in Section 6.a.of Attachment D.
- c. When the approved planning document requires modification, the amendments shall be provided as amended sections of the current document.

7. DELIVERABLES

- a. The submission schedule for the following deliverables is amended as follows:
 - (i) Copies of the DoH ELCP Certificates and associated information on fields of accreditation shall be submitted with each work plan (see Attachment D, Section 2.C.)
 - (ii) The QAPP shall be submitted with the Work Plan as outlined Section 6.a.of Attachment D.

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ADDENDUM 2

Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Matrix-Related Quality Control Samples - The Contractor shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
 - a. The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected.
 - b. After the first 20 samples from the sample collection matrix, at least one matrix spike and either laboratory duplicates or matrix spike duplicates in each additional 20 samples of the sample collection matrix.
 - c. The last collection event for the sample collection matrix.
 - d. Spike levels must be at concentrations specified in item 3 below.
 - e. The results of matrix spikes must meet the specific acceptance criteria established for the Contract or the data must be appropriately qualified.
 - f. Sample duplicates or matrix spike duplicates must be evaluated for precision criteria established for the Contract. If the selected sample concentration is expected to be below the laboratory's PQL, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, at least one Laboratory Control Sample (LCS also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
 - a. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If samples cannot be reprocessed, the data must be appropriately qualified.
3. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
 - a. If any of the samples in the preparation batch are non-detect, the spiking level must not be greater than 2 times the Contract-established practical quantitation limit (PQL).
 - b. The concentration in a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
4. Instrument Calibration – The following discussions supplement the method specified calibration procedures, which must be followed:
 - a. Initial Calibration Requirements
 - (i) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
 - (ii) If a linear regressions is used, the correlation coefficient shall be equal to or greater than 0.995.
 - (iii) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. The standard must have been prepared from a different lot or vendor, and the verified SRM or QC Check sample must have been verified by an organization that is external to the laboratory.
 - (iv) Sample analysis cannot proceed if an initial calibration is unacceptable.
 - b. Continuing Calibration Requirements:
 - (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
 - (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.

- (iii) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the PQL. The analyzed value of this standard must be within 70 – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as “estimated” per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias.
 - (iv) The samples shall be chronologically bracketed between acceptable continuing calibration evaluations.
 - (v) If a continuing calibration verification fails, samples run after the failure must be reanalyzed or appropriately qualified.
- c. Sample results below the practical quantitation limit (PQL) and above the highest calibration standard shall be appropriately qualified.
- 5. Blanks
 - a. If the analyte is detected in any analytical blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected results are at least 10 times the calculated blank value.
 - b. Sample results must be bracketed with an acceptable beginning and ending analytical blanks.
 - c. If the analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample results associated with the blank are at least 10 times the calculated blank value. The laboratory must investigate sufficiently to determine that positive blank results are not due to a laboratory error, and report results with appropriate qualifiers and/or comments.
- 6. If any quality control measure or calibration verification (including those specified above) fails, samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly provided for in Chapter 62-160, F.A.C. must be identified and defined in the report.
- 7. The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.
- 8. Field duplicates - The Contractor shall ensure that field duplicates (not to be confused as laboratory duplicates) are analyzed. All field duplicate results greater than the PQL should agree within 20% RPD for each measured analyte. In the event that field duplicate agreement is not observed, the laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error, and report the results with appropriate qualifiers and/or comments.
- 9. For all organic analyses using either gas chromatography or HPLC, analytes with concentrations above the method detection limit shall be confirmed by at least one of the qualitative identification measures listed below. Confirmation must occur the first time an analyte is detected at a sampling point.
 - ▶ Second column/same detector
 - ▶ Second column/alternate detector
 - ▶ Same column/alternate detector
 - ▶ Mass spectrometry
 - ▶ Alternate wavelength

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ADDENDUM 3

Quality Control Requirements for Laboratories performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Blanks
 - a. If the membrane filter technique was used, the sample set(s) shall be associated with a beginning and ending filtration blank.
 - b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C.
 - c. All duplicate results shall be evaluated per method specifications. In the event that field duplicate agreement is not observed, the laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error, and report the results with appropriate qualifiers and/or comments.
2. All microbiological analyses must conform to requirements for facilities, personnel and equipment specifications and quality control measures discussed in *AWWA Standard Methods 20th edition, section 9020*.
3. At least 10% of the samples (or one per test run) shall be duplicated.
4. Colony Counts
 - a. The laboratory shall make every attempt to ensure that colony counts are in the ideal range of 20 – 60 colonies per plate. Reported values from colony plate counts outside this range shall be qualified with a "B" (unless reported value is from a 100 mL sample and the count is less than 20).
 - b. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".
 - c. The laboratory shall follow the reporting requirements specified in the method for other results that are outside the ideal range (item 3.a of Addendum 3)
 - d. If the sample result is "too numerous to count (TNTC)" the laboratory shall report the filtration volume with the data qualifier "Z".
 - e. Colony counts from samples that have been verified shall be adjusted based on the verification results as specified in the method.

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ATTACHMENT E

PAST PERFORMANCE REFERENCE FORM

In the spaces provided below, the respondent shall list all names under which it has operated during the past five (5) years.

The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after November, 2004).

On the following pages, the respondent (not intended subcontractors) must provide the required information for a minimum of six (6) separate and verifiable projects which have been completed within the last three (3) years. All projects listed shall be for work relevant to the Bureau of Waste Cleanup. Projects performed for confidential clients **shall not** be included. **Do not list projects completed for the DEP; the DEP will identify those from its own database.** Information on each project must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.

Of these six (6) projects, the DEP requires that:

- a. A minimum of four (4) different clients be represented by these six (6) projects.
- b. A minimum of four (4) projects must have been conducted by personnel identified in Section E of Standard Form 330.
- c. A minimum of two (2) projects be represented by sites in which chlorinated drycleaning solvent contamination exists.

Projects that the respondent has completed for organizations having any affiliation with the respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation. Also, firms that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

In the event that the 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.

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Project #1

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format.

Location of Project: _____

Brief description of the services performed for this project:

Project #2

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format.

Location of Project: _____

Brief description of the services performed for this project:

Project #3

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format.

Location of Project: _____

Brief description of the services performed for this project:

Project #4

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format.

Location of Project: _____

Brief description of the services performed for this project:

Project #5

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format.

Location of Project: _____

Brief description of the services performed for this project:

Project #6

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format.

Location of Project: _____

Brief description of the services performed for this project:

ATTACHMENT F
EVALUATION CRITERIA

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
I. Acknowledgement Form					
II. Technical Response					
A. Introduction	0	X	1	=	0
B. Company Background ¹	4	X	1	=	4
C. Qualifications and Experience					
1. Assessment					
a) Knowledge, Skills and Abilities ¹	4	X	4	=	16
b) Innovative Approaches ¹	4	X	4	=	16
c) Understanding of Different Program Objectives ¹	4	X	4	=	16
2. Initial Remedial Measures/Interim Source Removals ¹	4	X	1	=	4
3. Feasibility Study ¹	4	X	1	=	4
4. Engineering Design ¹	4	X	2	=	8
5. Procurement Assistance ¹	4	X	1	=	4
6. Turnkey Approach ¹	4	X	2	=	8
7. Construction Oversight ¹	4	X	2	=	8
8. Operation and Maintenance ¹	4	X	3	=	12
9. Community Relations Support ¹	4	X	1	=	4
10. Reports ¹	4	X	1		4
D. Project Management					
1. Project Organization ¹	4	X	2	=	8
2. Management Methods					
a) Subcontractors ¹	4	X	2	=	8
b) Corrective Action Procedures ¹	4	X	2	=	8
c) Project Tracking/Cost Controls/Schedule Controls ¹	4	X	2	=	8
d) Availability for Simultaneous Projects ¹	4	X	3	=	12
E. Personnel Assigned – Standard Form 330					
1. Sections A-D: Personnel and Other Firms ¹	4	X	2	=	8
2. Section E: Key Personnel ¹	4	X	3	=	12
F. Past Performance					
1. Client #1 ²	10	X	1	=	10
2. Client #2 ²	10	X	1	=	10
3. Client #3 ²	10	X	1	=	10
4. DEP ³	0	X	1	=	0
5. Failure to submit a minimum of six (6) projects ⁴	0	X	1	=	0
6. Failure to submit a minimum of four (4) different clients ⁴	0	X	1	=	0
7. Failure to submit a minimum of four (4) projects using personnel identified on Form SF330 ⁴	0	X	1	=	0
8. Failure to submit a minimum of two (2) projects related to chlorinated drycleaning solvents ⁴	0	X	1	=	0

G. Respondent/Subcontractor Summary Form				
H. Subcontractor Documentation Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.				
Total Numerical Rating ⁵				202

Notes:

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

Score

- | | | |
|---|---|--|
| 0 | = | This element of the evaluation criteria was not addressed . |
| 1 | = | This element of the evaluation criteria is poor . |
| 2 | = | This element of the evaluation criteria is average . |
| 3 | = | This element of the evaluation criteria is above average . |
| 4 | = | This element of the evaluation criteria is excellent . |
- 2 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from three (3) of the respondent's Non-DEP clients. A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP will attempt to contact the reference by phone up to a maximum of four (4) times. 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. The DEP will not attempt to correct incorrectly supplied information.
 - 3 The DEP shall choose one (1) of the DEP Contract Managers, to contact in order to complete an evaluation questionnaire as provided in this Attachment. Satisfactory performance for the DEP project will receive a score of zero (0) points; unsatisfactory performance may score up to minus fifteen (-15) points. In this way, respondents who have not worked for the DEP, or who have performed satisfactorily for the DEP, will not be penalized.
 - 4 A score of minus ten (-10) may be awarded for this category, if applicable, up to a maximum of minus thirty (-30) points for items F. 5 – F.8.
 - 5 Failure of the respondent to provide any of the information required in the technical response portion of the RFSOQ response shall result in a score of zero (0) for that element of the evaluation.

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SAMPLE EVALUATION CRITERIA SCORESHEET

Respondent's Name: _____

Reviewer Code: _____

	Maximum Raw Score Possible	Raw Score		Weight Factor		Weighted Score
I. Acknowledgement Form						
II. Technical Response						
A. Introduction	0	0	X	1	=	0
B. Company Background ¹	4		X	1	=	
C. Qualifications and Experience						
1. Assessment						
a) Knowledge, Skills and Abilities ¹	4		X	4	=	
b) Innovative Approaches ¹	4		X	4	=	
c) Understanding of Different Program Objectives ¹	4		X	4	=	
2. Initial Remedial Measures/Interim Source Removals ¹	4		X	1	=	
3. Feasibility Study ¹	4		X	1	=	
4. Engineering Design ¹	4		X	2	=	
5. Procurement Assistance ¹	4		X	1	=	
6. Turnkey Approach ¹	4		X	2	=	
7. Construction Oversight ¹	4		X	2	=	
8. Operation and Maintenance ¹	4		X	3	=	
9. Community Relations ¹	4		X	1	=	
10. Reports ¹	4		X	1	=	
D. Project Management						
1. Project Organization ¹	4		X	2	=	
2. Management Methods						
a) Subcontractors ¹	4		X	2	=	
b) Corrective Action Procedures ¹	4		X	2	=	
c) Project Tracking/Cost Controls/Schedule Controls ¹	4		X	2	=	
d) Availability for Simultaneous Projects ¹	4		X	3	=	
E. Personnel Assigned – Standard Form 330						
1. Section A-D: Personnel and Other Firms ¹	4		X	3	=	
2. Section E: Key Personnel ¹	4		X	3	=	
F. Past Performance						
1. Client #1 ²	10		X	1	=	
2. Client #2 ²	10		X	1	=	
3. Client #3 ²	10		X	1	=	
4. DEP ²	0		X	1	=	
5. Failure to submit a minimum of six (6) projects ³	0		X	1	=	
6. Failure to submit a minimum of four (4) clients ³	0		X	1	=	
7. Failure to submit a minimum of four (4) projects using personnel identified on Form SF330 ³	0		X	1	=	
8. Failure to submit a minimum of two (2) projects related to chlorinated drycleaning solvents ³	0		X	1	=	

	Maximum Raw Score Possible	Raw Score		Weight Factor		Weighted Score
G. Respondent/Subcontractor Summary Form						
H. Subcontractor Documentation Failure to submit subcontractor documentation shall result in the disallowance of that subcontractor's qualifications from consideration in the SOQ package.						
Total Numerical Rating ⁵						

Notes:

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

Score

- | | | |
|---|---|--|
| 0 | = | This element of the evaluation criteria was not addressed . |
| 1 | = | This element of the evaluation criteria is poor . |
| 2 | = | This element of the evaluation criteria is average . |
| 3 | = | This element of the evaluation criteria is above average . |
| 4 | = | This element of the evaluation criteria is excellent . |
- 2 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from three (3) of the respondent's Non-DEP clients. A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP will attempt to contact the reference by phone up to a maximum of four (4) times. 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. The DEP will not attempt to correct incorrectly supplied information.
 - 3 The DEP shall choose one (1) of the DEP Contract Managers, to contact in order to complete an evaluation questionnaire as provided in this Attachment. Satisfactory performance for the DEP project will receive a score of zero (0) points; unsatisfactory performance may score up to minus fifteen (-15) points. In this way, respondents who have not worked for the DEP, or who have performed satisfactorily for the DEP, will not be penalized.
 - 4 A score of minus ten (-10) may be awarded for this category, if applicable, up to a maximum of minus thirty (-30) points for items F. 5 – F.8.
 - 5 Failure of the respondent to provide any of the information required in the technical response portion of the RFSOQ response shall result in a score of zero (0) for that element of the evaluation.

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EVALUATION QUESTIONNAIRE FOR NON-DEP PAST PERFORMANCE

Respondent's Name: _____

Client's Name: _____

Contact Person: _____

Reviewer Code: _____

Date: _____

The following questions will be asked of three (3) Non-DEP client references chosen at the discretion of the DEP:

1. Briefly describe the work the contractor performed for your company.

2. Overall, did the Contractor adhere to the agreed upon schedule?

Yes = 2 points, No = 0 points

3. Was the project completed with the agreed upon budget?

Yes = 2 points; No = 0 points

4. Did work progress ever suffer due to the unavailability of contractor personnel?

Yes = 0 points; No = 1 point

5. Did the contractor provide satisfactory and timely responses to your requests for information?

Yes = 1 point, No = 0 points

6. Did the contractor keep you adequately informed of progress by means of periodic reports, phone calls of other means? Yes = 1 points, No = 0 points

7. Was the level of effort recommended by the contractor consistent with the complexity of the job/

Yes = 2 points; No = 0 points

8. Did the contractor's work require substantial revisions or modifications to approach prior to completion? Yes = 0 points; No = 2 points

9. Was the contractor familiar with the technical issues necessary to successfully complete the work with minimal revisions? Yes = 2 points; No = 0 points

10. How would you rate the overall quality of work?

Good = 2 points; Fair = 1 point; Poor = 0 points

X .667

Total Points

EVALUATION QUESTIONNAIRE FOR DEP PAST PERFORMANCE

Respondent's Name: _____

Client's Name: _____

Contact Person: _____

Reviewer Code: _____

Date: _____

The following questions will be asked of one (1) DEP reference chosen at the discretion of the DEP:

1. Briefly describe the work the contractor performed for your company.
2. Overall, did the Contractor adhere to the agreed upon schedule?

Yes = 0 points, No = -2 points

3. Was the project completed with the agreed upon budget?

Yes = 0 points; No = -2 points

4. Did work progress ever suffer due to the unavailability of contractor personnel?

Yes = -1 point; No = 0 points

5. Did the contractor provide satisfactory and timely responses to your requests for information?

Yes = 0 points, No = -1 point

6. Did the contractor keep you adequately informed of progress by means of periodic reports, phone calls of other means?

Yes = 0 points, No = -1 points

7. Was the level of effort recommended by the contractor consistent with the complexity of the job/

Yes = 0 points; No = -2 points

8. Did the contractor's work require substantial revisions or modifications to approach prior to completion?

Yes = -2 points; No = 0 points

9. Was the contractor familiar with the technical issues necessary to successfully complete the work with minimal revisions?

Yes = 0 points; No = -2 points

10. How would you rate the overall quality of work?

Good = 0 points; Fair = -1 point; Poor = -2 points

Total Points _____

ATTACHMENT G

CERTIFICATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses 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 responses 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 firm complies fully with the above requirements.

(Signature)

(Type Name)

(Firm Name)

(Address)

ATTACHMENT H
RFSOQ RESPONSE CHECKLIST

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

1. _____ The DEP Solicitation Acknowledgement Form (Attachment A in the solicitation package) must be completed and signed. If a respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their response the DEP reserves the right to contact the vendor 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:
 - a. Vendor Name;
 - b. Vendor Mailing Address;
 - c. City, State and Zip Code;
 - d. Phone Number and Fax Number with Area Code;
 - e. Email Address;
 - f. F.E.I.D. Number;
 - g. Type of Business Entity (Corporation, LLC, Partnership, etc.);
 - h. Sign Form (by individual authorized to bind company);
 - i. Type Name of Signatory and Title; and,
 - j. 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 Acknowledgement Form.
2. _____ Technical Response (See Attachment B, Section B.33), with page limits as specified below, which addresses the following subjects:
 - a. Introduction (1 page limit);
 - b. Company Background (2 page limit);
 - c. Qualifications (15 page limit);
 - d. Project Management (6 page limit);
 - e. Personnel Assigned/Standard Form 330 (not included in page limit);
 - f. Licenses (not included in page limit) and,
 - g. Past Performance (**must use pages provided as Attachment E, not included in page limit**).
3. _____ State Project Plan, which addresses the following:
 - a. Diversity;
 - b. Environmental Considerations;
 - c. Certification of Drug-Free Workplace (complete and sign Attachment G, if applicable);
 - d. Use of RESPECT; and,
 - e. Use of PRIDE.
4. _____ Respondent/Subcontractor Summary Form – Attachment I. List the name of the respondent(s), the name of each intended subcontractor, and indicate the **one** business category for each firm listed.
5. _____ Submitted letters demonstrating subcontractor arrangements. Such letters must be written on the intended subcontractor's letterhead and must include the DEP Solicitation Number (**2010016C**), the project title (**Bureau of Waste Cleanup Program Services**), and a clear agreement to provide services to the respondent's company. **Failure to submit a letter of commitment from an intended subcontractor identified in the SOQ shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.**
6. _____ Ten (10) complete copies of the entire response must be submitted to the DEP in accordance with Attachment B, Items B.5 and B.33.

This checklist (Attachment H) 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.

ATTACHMENT I

RESPONDENT/SUBCONTRACTOR SUMMARY FORM

TEAM IDENTIFICATION (To Be Completed By The Respondent.)

As Respondent to DEP Solicitation No. 2010016C, I/we intend to utilize the following team in connection with this project: [In the spaces provided below, list the name of the respondent, the name of each intended subcontractor, and indicate the business category of each one listed.]

NOTE: For each intended subcontractor listed below, a subcontractor Letter of Commitment must be submitted as specified in the solicitation, stating the subcontractor's intent to perform work or provide services for the Respondent in order for the subcontractor to be considered by the Department of Environmental Protection for this solicitation. Failure to provide a Letter of Commitment from an intended subcontractor shall result in that intended subcontractor's qualifications not being considered by the evaluation committee.

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

Section B**ACKNOWLEDGEMENT** (To Be Completed By The Respondent(s).)

I/WE HEREBY CERTIFY that, as Respondent to DEP Solicitation No. 2010016C, that the information provided herein is true and correct.

Name of Respondent #1

Name of Respondent #2

Signature

Date

Signature

Date

Print Name/Title

Print Name/Title

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

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

ATTACHMENT J

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2010016C a prospective contractor has agreed to accept the terms and conditions of the contract contained in this attachment. The DEP reserves the right to make modifications to this contract if it is deemed to be in the best interest of the DEP or the State of Florida.

DEP Contract No. _____

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and _____ (Name of Entity) whose address is _____ (Specify Address) (hereinafter referred to as the "Contractor"), a _____ (Specify Type of Organization), to provide Bureau of Waste Cleanup program services.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to provide Bureau of Waste Cleanup program services on a Task Assignment basis (copies of the Task Assignment Notification Form and Task Assignment Change Order Form are attached hereto and made a part hereof as Exhibits I and II, respectively) as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2010016C and Contractor's response thereto, incorporated herein by reference, and in accordance with Exhibit *, Scope of Services (see Attachment B, Section B.12 and Attachment C), attached hereto and made a part hereof. Any terms and conditions of this Contract which vary from those contained in the Solicitation or Contractor's response thereto shall have precedence. The Contractor does hereby agree to conduct these services for the Department upon the terms and conditions set forth in this Contract and all exhibits and Attachments named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
2. In the event that services are required to be performed that are not specifically set out in Exhibit *, but are within the general scope of the services, the Department and the Contractor hereby reserve the right to negotiate task assignments covering the required services.

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. The Department reserves the right to assign different phases of work on a specific site to different firms.

Notwithstanding any other provisions of this Contract, the Contractor may, at its sole discretion, elect not to participate in a proposed task assignment. Such election shall not preclude the Contractor from participating in other task assignments as the Department may request. The Contractor shall notify the Department orally, with confirmation in writing, within three (3) business days of receipt of a Task Assignment Notification Form, of the Contractor's decision.

3. The 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, unless otherwise specified herein.
4. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the

Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports and other services.

5. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department, except as described in Exhibit *, Section VIII.
6. This Contract shall begin upon execution by both parties and have a period for task assignments of five (5) years from the date of execution, inclusive. No additional task assignments shall be authorized after the initial five (5) year period. Therefore, the completion date of the Contract shall be determined by the latest completion date of any tasks assigned during the task assignment period. However, Task Assignment Change Orders may be executed for active task assignments beyond the five (5) year task assignment issuance period. This Contract may be renewed for a task assignment period that may not exceed three (3) years or the term of the original contract task assignment period, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. If such a renewal occurs, additional task assignments may be authorized during the renewal period.
7.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee schedule/fixed price/cost reimbursement plus fixed fee basis as specified in each Task Assignment/Task Assignment Change Order Form. It is understood and agreed that the ceiling amount of this Contract shall not exceed \$_____ for the five year task assignment issuance period. The initial funding increment under this Contract is set at \$_____. Based upon continued satisfactory performance and annual appropriations by the Legislature, the Department reserves the right to provide increments of funding on an "as needed" basis. The Contractor shall be notified, by a certified letter from the Director, Division of Waste Management, or the Chief, Bureau of Waste Cleanup, of any additional funding increments.
 - B. In no event shall the Contractor continue to perform services once the authorized funding increment level has been reached. It is understood and agreed that the Contractor shall not commence work on any task assignment that will exceed the balance of the current funding increment level until notice is received by the Contractor of an increase in funding. It is the Contractor's responsibility to know when the authorized funding increment level has been reached. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence work on a Task Assignment, or continue work under a Task Assignment Change Order or Work Change Directive (attached hereto and made a part hereof as Exhibit III), until said Task Assignment, additional Task Assignment Change Order(s) and additional Work Change Directive(s), if required, has/have been fully executed by both the Department and the Contractor.
 - C. If the Department exercises the renewal option as provided under paragraph 6, the Department reserves the right to increase the ceiling amount of the Contract to provide for the renewal period.
8. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
9.
 - A. The Contractor shall submit invoices on a convenient basis, but not more frequently than monthly, unless otherwise specified in the Task Assignment/Task Assignment Change Order Form. Each invoice shall be itemized in accordance with the authorized budget categories listed below and in Exhibit **, Rate Schedule (will be negotiated with selected contractors), attached hereto and made a part hereof, or shall be accompanied by an executed copy of the Task Assignment Notification Form/Task Assignment Change Order Form evidencing a fixed price. Exhibit IV, Subcontractor Utilization Report Form, shall be completed and submitted

with each invoice. Failure to provide Exhibit IV with an invoice shall result in a delay in processing the invoice for payment until such time as the appropriate information is provided to the Department. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit review thereof. Invoices must be submitted within sixty (60) days of the completion of each Task Assignment. A final invoice must be submitted to the Department no later than thirty (30) days following the completion date of the Contract, to assure the availability of funds for final payment.

- B. One (1) original and three (3) copies of each invoice, including appropriate supporting documentation as required below, shall be submitted to the following address:

Florida Department of Environmental Protection
Bureau of Waste Cleanup
Attn: Accountant, MS#4545
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

10. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as Exhibit V), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

- A. Salaries/Wages - List personnel involved, salary rates in accordance with those listed in Exhibit **, and hours/time spent on individual project tasks as defined in the work plan. Premium rates for overtime are not allowed under the Contract without the prior written consent of the Department.
- B. Overhead/Indirect/General and Administrative Costs - All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Contractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges will be calculated based on the prevailing rate used by the State Board of Administration.

Multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) to be charged by the Contractor under this Contract are identified in Exhibit II.

- C. Project Management – Shall be calculated at __% of Direct Labor Costs. For the purposes of this Contract, Project Management shall include the following:
- i. Communication – Maintaining communication with all involved personnel (including the Department, subcontractors, and internal contractor personnel) necessary for completing task assignments under this Contract.
 - ii. Resource Management – Allocation, coordination, management, and tracking of necessary resources for completion of tasks, including internal and subcontracted resources.
 - iii. Quality Control – Ensuring adequate quality controls on performance and work products through compliance with appropriate compQAPP and site-specific QAPP requirements, as well as internal technical and non-technical peer review of work product submittals (e.g., reports, data submittals, etc.) through compliance with appropriate Quality Assurance requirements.

- iv. Progress Management – Monitoring project performance and schedule maintenance, control and tracking including the identification of critical pathways, milestones, schedule variances, and necessary corrective actions required for successful completion of each task's scope of work.
 - v. Progress Reports – Development and submittal of project tracking reports.
 - vi. Progress Meetings – Periodic (e.g., weekly/biweekly) meetings between the Department and the Contractor to discuss the status of all related task assignments, and to identify and resolve outstanding issues.
 - vii. Financial Management – Budget management, control, and tracking for subtasks and overall projects including subcontractor payment, invoicing, etc.
- D. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.
- E. Travel - Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
- F. Equipment - (Capital outlay \$1,000 or more in value) - Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form (Exhibit VI).
- G. Equipment usage – Only those items of equipment contained in Exhibit ** maybe charged and must be in accordance with the rates contained therein.
- H. Other Direct Costs (ODCs) – Shall be calculated at ___% of Direct Costs + Project Management. For purposes of this Contract, ODCs shall include office supplies; shipping and freight (not including sample shipping); postage and handling; copying; communications (fixed and mobile phones, FAX); computer costs (VAX, CADD, Modeling, Word Processing, etc.) as applies to the costs associated with the use of the computer equipment and not the direct labor involved; and other costs not included in overhead or general and administrative costs.
- I. Equipment Procurement Fee – Shall be calculated, on a task assignment basis, at ___% of the subcontractor(s) charges. The fee shall not exceed \$2,500 per subcontractor. The fee shall be applied for subcontractors who are providing equipment (excluding services), through vendor quotes, which cannot be directly supplied by the Contractor.
- J. Subcontractor Handling Fee – Shall be calculated, on a task assignment basis, at the following rates according to the subcontractor costs: ___% for the first \$50,000; ___% for the next \$50,000; ___% for the remaining costs exceeding \$100,000. This fee structure shall be applied to each subcontractor included in a task for services (excluding equipment), through vendor quotes, which cannot be directly supplied by the Contractor.

Under pay for performance task assignments, the Department may elect to adjust the Subcontractor Handling Fee based upon the Contractor's performance under that Task Assignment. Any such changes to the Subcontractor Handling Fee structure will be negotiated with the Contractor and explained within the text of the Task Assignment Notification Form.

- K. Completion Fee – The completion fee shall be calculated at ___% of Total Labor Cost. Total labor cost is defined as direct labor cost plus applicable fringe benefits, overhead, and general and administrative costs.

Under pay for performance task assignments, the Department may elect to adjust the Completion Fee based upon the Contractor's performance under that Task Assignment. Any such changes to the Completion Fee structure will be negotiated with the Contractor and explained within the text of the Task Assignment Notification Form.

- L. Retainage – A maximum of **10%** from each payment to the Contractor may be retained pending satisfactory completion of a task assignment and approval of all deliverables. However, if retainage is to be withheld, it shall be determined on a task-by-task basis and be reflected on the Task Assignment Notification Form.

The review for approval of the final deliverable(s) will be completed within sixty (60) days of receipt. The request for payment of retainage will be included on the final invoice for each task assignment. The final invoice for each task assignment will be submitted after approval of the final deliverable(s).

- M. Laboratory Analyses – Maximum analytical turn-around time shall be three (3) weeks. The cost for performing sample analysis, laboratory blanks, duplicates, spikes, and standards shall be charged in accordance with the rates in Exhibit **.

- N. Drilling, Hazardous Waste Disposal and Mobile Laboratories – Rates will be determined on a task-by-task basis as quotes will be required for these subcontracted services.

11. Charges for rates or expenses which are not included in Exhibit **, but which are required by the Department on a Task Assignment Notification Form, shall be compensated at rates mutually acceptable to the Department and the Contractor, and shall be evidenced by an executed Task Assignment Notification Form. In the event that the Department determines that such rates should become a part of the rate schedule attached to this Contract, the Department shall initiate a change order evidencing the rates mutually agreed to by both parties for inclusion in this Contract.
12. All rates contained herein shall be subject to renegotiation on the anniversary date of the Contract each year of the Contract. The Contractor or the Department shall initiate any renegotiation of rates sixty (60) days prior to the renegotiation date established herein. Failure to initiate a renegotiation of rates prior to the date(s) established may result in the continuation of the rates contained in the Contract until the next scheduled renegotiation date. The Department reserves the right to terminate the Contract if an agreement is not reached by the renegotiation date.
13. The original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the Department determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments must be made within one (1) year following the end of the Contract.
14. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant.

Days are calculated from the latter 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 a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

15. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above, or the Department's Procurements Section at 850-245-2361.
16. Status reports on contracted work are to be submitted, in writing and/or electronically, not less frequently than every other week. Reporting requirements for task assignments issued under this Contract will vary with task scope and period of performance. Any additional reporting requirements shall be identified in each task assignment at the time of task assignment issuance. In an effort to conserve and recycle natural resources, the Contractor shall submit all written reports generated under this Contract on recycled paper.
17. The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Contract remains the property of the Department. The Contractor's Contract Manager shall complete and sign a Property Reporting Form, DEP 55-211, provided as Exhibit VI and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:
 - A. The Contractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. When the non-expendable personal property or equipment is no longer needed, the Contractor will return all non-expendable personal property or equipment purchased under the terms of this Contract to the Department.
 - D. If, however, the Contractor desires to purchase the non-expendable personal property or equipment when no longer needed, the Department may, at its discretion and subject to approval of the Department's Surplus Property Review Board, and in compliance with federal regulations, if applicable, elect to sell the equipment to the Contractor for its fair market value as of the date of title transfer, in accordance with DEP Directive 320.
 - E. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
18. All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall 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, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contractor at any time.

19. The Contractor shall not be liable for use by the Department of plans, documents, studies or other data for any purposes other than intended by the terms of this Contract.
20. All appropriate documents prepared by the Contractor shall bear the professional's seal/signature in accordance with the applicable Florida Statute which governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, in effect at the time of execution of this Contract.
21. The Contractor shall save and hold harmless and indemnify the State of Florida, the Department, and their respective officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.
22. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 23.

23. Any notices or other written communication, except invoices, between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or delivered in person to the Contract Managers at the following addresses:

<u>Contractor</u>	<u>Department</u>
Name of Individual	Department of Environmental Protection
Organization Name	Bureau of Waste Cleanup
Address	Attn: _____
City, State Zip	2600 Blair Stone Road, MS# _____
	Tallahassee, Florida 32399-2400

24. The Department's General Contract Manager is _____, Phone 850-____-____. The Contractor's General Contract Manager is _____, Phone _____. The following Contract Managers will be responsible for the services performed under each section within the Bureau of Waste Cleanup:

Hazardous Waste Cleanup and Drycleaning

DEP Contract Manager name & phone no.	Contractor Contract Manager name & phone no.
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Site Investigation

DEP Contract Manager name & phone no.	Contractor Contract Manager name & phone no.
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Brownfields

DEP Contract Manager name & phone no.

Contractor Contract Manager name & phone no.

Site Screening

DEP Contract Manager name & phone no.

Contractor Contract Manager name & phone no.

All matters shall be directed to the appropriate Contract Managers for action or disposition.

25. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
26. The 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, time, method or manner of performance, requirements, etc.). Due to the nature of the work conducted under this Contract, the need exists for field decisions that can cause an increase in the Contractor's cost or time under a specific Task Assignment. This type of field decision change shall be evidenced by the use of the Work Change Directive (Exhibit III), and can be authorized by the Department Contract Manager. All changes are subject to the mutual agreement of both parties as evidenced in the final development of a Task Assignment Change Order which incorporates the changes identified in the Work Change Directive. Any Work Change Directive that causes an increase in the Contractor's cost or time shall ultimately require an appropriate adjustment and modification by a Task Assignment Change Order Form (Exhibit II). Task Assignment Change Orders supported by Work Change Directive Forms will be considered a timely authorization of work performance under a specific Task Assignment.
27. A person or affiliate 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 provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
28. 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, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), (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 such corporation 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 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org>

29. 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, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; 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 are 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

30. The Contractor 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.
31. The State may seek recovery of the costs of cleanup of specific sites from any and all responsible parties, and must anticipate the possibility of litigation. In order to avoid a conflict-of-interest, or the appearance of a conflict-of-interest, the State requires that the Contractor notify the Department in writing within five (5) days of the Contractor's discovery of a potential conflict-of-interest and make such continuing disclosure throughout the term of the Contract, of any present or anticipated contractual or other business relationship between the Contractor, or any subcontract of the Contractor, and any of the persons or entities who are, or may be, responsible for work to be performed by the Contractor. The Department agrees to notify the Contractor within ten (10) days of receipt of such information whether or not it deems a conflict of interest to exist.

For the purposes of this Contract, a contractor, an employee of the contractor, or contractor's subcontractor may be deemed to have had a business relationship with one of the responsible parties 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, as defined.

A full disclosure shall include a description of the action that the Contractor has taken, or proposes to take, to avoid or to mitigate such conflicts-of-interest. In addition to the Contractor's duty to disclose any conflict-of-interest as described above, the Department shall retain and exercise the right to determine on its own initiative whether or not a conflict-of-interest on the part of the Contractor exists.

The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

32. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the Contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this Contract may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the Department accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, fire, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the Contractor. The Contractor is responsible for the performance of all services issued under this Contract. Failure to perform by a Contractor's subcontractor shall not constitute a force majeure event.

33. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of 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 hereon or in connection herewith shall be brought in Leon County, Florida.
34. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The 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 years following Contract completion. 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.
35. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either 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.
36. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
37. 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.
38. A. No person, on the grounds of race, creed, color, national origin, age, sex, 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. 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 is responsible for maintaining the discriminatory vendor list and intends to post 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.
39. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
40. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of _____; without the prior written consent of the Department's Contract Manager. The Department reserves the right to reject any subcontractor based upon prior experience. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Any subcontracts made under this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph 42). The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of the Contractor.

41. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such 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 his employees not otherwise protected.
42. A. The Contractor shall secure and maintain during the life of the Contract comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$2,000,000 combined single limit. The Contractor shall carry professional liability coverage with limits of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. In addition, the Contractor shall also maintain pollution liability coverage with limits of not less than \$3,000,000 aggregate for personal injury or death, \$1,000,000 per occurrence for personal injury or death, and \$1,000,000 per occurrence for property damage.
- B. The Contractor shall list the Department as an additional insured on each of the coverages described above. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator and shall reference the DEP Contract No. ().
- C. The Contractor, at its own expense, shall cause to be listed all landowners or landowner's lessees, who request insurance coverage as part of signing a site access agreement that enables the Contractor to perform activities under this Contract, as additional insureds under the General Liability and Automobile Liability coverage referenced above.
- D. The Department reserves the right to require a performance bond on tasks for which the Department deems it necessary.
43. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
44. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
45. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.
46. All sampling and analysis performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and Exhibit *** (see Attachment D of DEP Solicitation No. 2010016C), Quality Assurance Requirements for Department Contracts.

47. The Department reserves the right to terminate this Contract for convenience in the event that, during the term of this Contract, there is a merger or acquisition by the Contractor of any other contractor resulting from DEP Solicitation No. 2010016C, or in the event that, during the term of this Contract, the Contractor and any other contractor resulting from DEP Solicitation No. 2010016C is acquired by or merged with a parent corporation. In the event of termination for convenience under this paragraph, the Contractor shall be compensated for work satisfactorily completed and irrevocable commitments made under outstanding task assignments, without liability for anticipated profits for work not yet performed.
48. All Brownfields and Site Screening services tasked under this Contract will be funded with EPA monies; therefore, the terms and conditions in Exhibit VII, Additional Terms and Conditions for the Use of Federal EPA Funds, shall apply to those services.
49. The 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.
50. This Contract represents the entire agreement of the parties. 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.

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

CONTRACTOR

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: _____

By: _____
Director, Division of Waste Management

Date: _____

Date: _____

FEID No. _____

DEP Contracts Administrator

DEP Contract Manager

Approved as to form and legality:

DEP Attorney

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Exhibit	I	Task Assignment Notification Form (2 pages)
Exhibit	II	Task Assignment Change Order Form (1 page)
Exhibit	*	Scope of Services (See Attachment B, B.12 and Attachment C)
Exhibit	**	Rate Schedule (will be negotiated with selected contractors)
Exhibit	III	Work Change Directive (1 page)
Exhibit	IV	Subcontractor Utilization Report Form (3 pages)
Exhibit	V	Contract Payment Requirements (1 page)
Exhibit	VI	Property Reporting Form (1 page)
Exhibit	***	Quality Assurance Requirements for Department Contracts (See Attachment D)
Exhibit	VII	Additional Terms and Conditions for the Use of Federal EPA Funds (13 pages)

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EXHIBIT I

TASK ASSIGNMENT NOTIFICATION FORM DEP CONTRACT NO. _____

Task Assignment Number: _____ Module #: _____ Grant #: _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager _____ Phone #: _____

DEP Site #: _____

DEP Site Name: _____

Address (Street, City, County): _____

Phase: _____

Task Description (Use additional sheets if necessary): _____

Final Deliverables: _____

Final Deliverable Due Date: _____

Period of Performance: Execution of Task Assignment through _____

TASK ASSIGNMENT TYPE AND NOT TO EXCEED AMOUNTS:

FIXED PRICE	FEE SCHEDULE	COST PLUS FIXED FEE	
		COST REIMBURSEMENT	FIXED FEE

RETAINAGE: \$ _____

TOTAL TASK ASSIGNMENT VALUE \$ _____

DEP Task Manager: _____

DEP Contract Manager: _____

Contractual Authority: _____

Contractor Representative: _____

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

EXHIBIT I

TASK ASSIGNMENT NOTIFICATION/CHANGE ORDER DELIVERABLES AND INVOICE SCHEDULE ATTACHMENT

Contract Number: _____

Task Assignment No.: _____

Deliverables:

Deliverable	Deliverable Due Date

Invoice Schedule:

Requirements for Invoice Submittal	Amount to be Invoiced
TOTAL COST	\$ _____

EXHIBIT II

TASK ASSIGNMENT CHANGE ORDER FORM DEP CONTRACT NO. _____

Task Assignment Number: _____ Change Order No. _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager: _____ Phone #: _____

DEP Site #: _____

Site ID/Facility ID: _____

Description of Change (Use additional sheets if necessary): _____

Final Deliverables: _____ Final Deliverables Due Date: _____

CHANGE IN TASK AMOUNT

Item	Cost Reimbursement Plus Fixed Fee		Fee Schedule	Fixed Price	Total
	Cost Reimbursement	Fixed Fee			
Original Task Amount:					
Task amount prior to this change order:					
Net increase/decrease in task amount:					
Task amount with all change orders:					

CHANGE IN TASK TIME

Original task completion date: _____

Completion date prior to this change: _____

Net increase/decrease in task period: _____

Completion date with all change orders: _____

DEP Task Manager: _____

DEP Contract Manager: _____

Contractual Authority: _____

Contractor Representative: _____

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

Task Assignment #: _____
Work Change Directive #: _____

Maximum Estimated Increase in Task Amount: \$

DEP Solicitation No. 2010016C, Attachment J, Page 17 of 34

EXHIBIT IV

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DIRECTIONS:

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

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
		BUSINESS CLASSIFICATION				CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.							
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
		BUSINESS CLASSIFICATION						CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.					
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

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

(Signature)

(Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

EXHIBIT V

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

EXHIBIT VI
PROPERTY REPORTING FORM FOR DEP CONTRACT NO. _____

CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	DEP USE ONLY	
			(PC)	(LC)

*Not including software. **Attach copy of invoice, bill of sale, or other documentation of purchase.

CONTRACTOR:	Contractor's Project Manager:	Date:
-------------	-------------------------------	-------

BELOW FOR DEP USE ONLY	
DEP CONTRACT MANAGER:	COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING (MS#78); SEND COPIES TO THE DEP PROPERTY SECTION (MS#87). REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.
Organization Code: _____ EO: _____ Module: _____ Grant No. _____ Contract End Date: _____	
DEP Contract Manager Signature: _____ Date: _____	

DEP FINANCE AND ACCOUNTING: Record above listed items as OCO, enter Voucher number below and forward a copy to DEP Property Management (MS#87).

Voucher Number : _____

DEP PROPERTY MANAGEMENT: Assign OCO Property Control (PC) number and Location Code (LC) above.

EXHIBIT VII

Additional Terms and Conditions Required for the Use of Federal EPA Funds in DEP Contract No. _____

The following terms and conditions shall apply to all services performed under this Contract which are funded with a U.S. Environmental Protection Agency (EPA) Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreement (CFDA 66.802). In the event of any conflict between the terms and conditions in the main body of the contract and the terms and conditions in Exhibit VII, the terms and conditions of Exhibit VII shall have precedence.

I. Recycling and Waste Prevention

In accordance with policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environment, Energy and Transportation Management (January 24, 2007) and 40 CFR 30.16, the Contractor agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Contract and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through General Services Administration.

II. Compensation

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Contract. Management fees or similar charges may not be used to improve or expand the project funded under this Contract, except to the extent authorized as a direct cost of carrying out the work identified in Exhibit *, Scope of Services, and each executed Task Assignment Notification Form.

III. Release of Claims

Upon satisfactory completion of the work performed under this Contract, as a condition before final payment under this Contract or as a termination settlement under this Contract the Contractor shall execute and deliver to the Department, using Attachment I - Release of Claims by Contractor on EPA Subagreement, a release of all claims against the Department arising under, or by virtue of, this Contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this Contract by State law or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the Department's claims against the Contractor or the Contractor's sureties under this Contract or applicable performance and payment bonds. Release of claims in this section shall refer to contract claims.

IV. Privity of Contract

This Contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this Contract or any lower tier subcontract. This Contract is subject to regulations contained in 40 CFR, Part 31.36, as applicable, in effect on the date of the assistance award for this project.

V. Audit: Access to Records

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State or any of their authorized representatives shall have access to all such records for audit purposes during the term of this Contract and for five (5)

years following Contract completion. In the event that 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 agrees that if any litigation, claim or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. The Contractor shall maintain supporting documentation and appropriate records in support of any future cost recovery efforts. The Contractor agrees to make these records available to the Department, the State or the EPA, as needed, on a case-by-case basis.
- D. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.

VI. MBE/WBE and Small Business Utilization

The Contractor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement (40 CFR, Part 33) under this Contract.

- A. The Contractor accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Construction	9% MBE and 3% WBE

- B. If the Contractor does not want to rely on the applicable State's MBE/WBE goals, the Contractor agrees to submit proposed MBE/WBE objectives/goals based on availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment. Proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, shall be submitted to the Regional MBE/WBE Coordinator within 120 days of acceptance of this Contract. EPA will respond to the proposed fair share objectives/goals within thirty (30) days of receiving the submission.
- C. Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies using funds from this Contract and to ensure that subcontractors comply. Records documenting compliance with the six good faith efforts shall be retained.
 - (i) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local governments, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - (ii) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - (iii) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local governments, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

- (iv) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - (v) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
 - (vi) If the Contractor awards subcontracts, require them to take the steps in paragraphs (a) – (e) of this section.
- D. The Contractor agrees to submit a report documenting MBE/WBE utilization under federal grants on a semiannual basis.

VII. Remedies

All services shall be performed by the Contractor to the satisfaction of the Secretary of the Department or his designated representative, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, and the Secretary's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto, to the extent provided by Florida law.

VIII. Gratuities

- A. If the Department finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Department, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, the Department may, by written notice to the Contractor, terminate this Contract. The Department may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Department bases such findings shall be in issue and may be reviewed in proceedings under Section VIII (Remedies) of this Attachment.
- B. In the event this Contract is terminated as provided in paragraph A, the Department may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Department) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

IX. Lobbying

- A. The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Contractor shall submit Attachment II, Standard Form-LLL, "Disclosure of Lobbying Activities" and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subcontracts under this Contract, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

- C. The Contractor's Chief Executive Officer shall ensure that no funds provided under this Contract are used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Contractor shall abide by its respective OMB Circular (A-21, A-87, or A0122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

X. Debarment and Suspension

The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the US Department of Environmental Protection to the Department. The Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The Contractor shall include the language of this section in all subcontracts or lower tier agreements executed to support the Contractor's work under this Contract.

XI. Drug-Free Workplace

The Contractor shall make an ongoing, good-faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230. Additionally, in accordance with these regulations, the Contractor must identify all known workplaces funded by this Contract and keep this information on file during the performance of this Contract. The consequences for violating this condition are detailed under 40 CFR 36.

XII. Trafficking Prohibition

The Contractor, its employees, subcontractors under this Contract and subcontractor employees may not engage in severe forms of trafficking in person during the term of this Contract; procure a commercial sex act during the term of this Contract; or use forced labor in the performance of this Contract.

XIII. Additional Requirements

- A. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the Contractor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The Contractor may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance or to find other information about the Act.
- B. The Contractor agrees to comply with, and include as appropriate in contracts and subcontracts, the provisions contained in Attachment III, Contract Provisions, attached hereto and made a part hereof. In addition, the Contractor acknowledges that the applicable regulations listed in Attachment IV, Regulations, attached hereto and made a part hereof, shall apply to this Contract.

List of Attachments included as part of this Exhibit:

Type	Letter/ Number	Description (include number of pages)
Attachment	I	Release of Claims Form (1 page)
Attachment	II	Disclosure of Lobbying Activities Form (2 pages)
Attachment	III	Contract Provisions (4 pages)
Attachment	IV	Regulations (1 page)

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ATTACHMENT I

RELEASE OF CLAIMS BY CONTRACTOR ON EPA SUBAGREEMENT

IN ACCORDANCE with the final payment provisions of DEP Contract No. _____, the CONTRACTOR hereby releases the DEP and the EPA from any and all claims that may arise under, or by virtue of, the contract, except those claims which may be specifically exempted and set forth herein.

Specific Exemptions: (attach additional sheet(s) if necessary)

DEP CONTRACT NO.:

CONTRACTOR:

SIGNATURE OF AUTHORIZED INDIVIDUAL

DATE

TITLE: _____

NOTARY:

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this

_____ day of _____, 20____

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known or Produced Identification

Type of Identification Produced _____

ATTACHMENT II

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> (attach Continuation Sheet(s))		b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> SF-LLL-A, if necessary
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
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ATTACHMENT III
CONTRACT PROVISIONS

All contracts awarded by the Contractor, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the Contractor and subcontractors of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by the Contractor in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Department.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** – The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” The Contractor is responsible for ensuring that any lower tier covered transactions as described Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor is responsible for further requiring the including of a similar term or condition in any subsequent lower tier covered transactions. The Contractor acknowledges that failing to disclose the information as required in 2 CFR 180.335 may result in the delay or negation of this Contract, or pursuance of legal remedies, including suspension and debarment. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; (i) Title IX of the Education Amendments of 1972; and, (j) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

17. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
20. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
21. Compliance with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
22. Compliance with Geospatial Data Standards must be met by the Contractor under this Contract. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.
23. Compliance with Nutrient Management Plans for Animal Feeding Operations is required under this Contract and must have and implement a nutrient management plan that: 1) provides and maintains a buffer or equivalent practices; 2)diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
24. Drug-Free Workplace Certification is required under this Contract. The Contractor must make an on-going, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 40 CFR 36.200 – 36-320. Additionally, in accordance with these regulations, the Contractor's organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of this Contract. Those contractors who are individuals must comply with the drug-free provisions set forth in 40 CFR 36.300. The consequences for violating this condition are detailed under Title 40 CFR 36.510.
25. State Agencies and Political Subdivisions, in accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials be identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
26. Trafficking Victim Protection Act of 2000, Section 106 of the Trafficking Victims Protection Act of 2000, as amended, must include the following Prohibition Statement, in any award of these funds to a private entity. "You as the Contractor, your employees, subcontractors under this Contract, and subcontractor's employees may not engage in severe forms of trafficking in persons during the period of time that this Contract is in effect; procure a commercial sex act during the period of time that this Contract is in effect; or use forced labor in the performance of this Contract or subcontracts under this Contract.
27. False Claims Act, the Contractor, and its subcontractors must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, subgrantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract or subcontracts awarded by the Contractor.
28. Energy Policy Act – The Contractor will be subject to the requirements described in the current EPA Guidelines implementing Subtitle B, Underground Storage Tank Compliance Act of Title XV of the Energy Policy Act that are effective as of the date of this award.

ATTACHMENT IV
REGULATIONS

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B – Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 32	Governmentwide debarment and suspension (nonprocurement) and Statutory Disqualification Under The Clean Air Act and Clean Water Act
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 C.F.R. 36	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21 (2 C.F.R. 220)	Cost Principles for Educational Institutions
A-87 (2 C.F.R. 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 C.F.R. 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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