



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

September 20, 2012

Prospective Contractor:

Subject: DEP Solicitation Number 2013003C
Request for Proposals (RFP) for Waste Tire Abatement Services.

This is a RFP to select contractors to perform waste tire removal and processing services in support of the Florida Department of Environmental Protection's (DEP) waste tire abatement program. The RFP package consists of this transmittal letter with the following attachments:

- Attachment A - DEP Solicitation Acknowledgment Form
- Attachment B - Instructions for the Preparation and Submission of Proposals
for Waste Tire Abatement Services
- Attachment C - Scope of Services
- Attachment D - Sample Project
- Attachment E - Cost Information
- Attachment F - Client Reference Forms
- Attachment G - Evaluation Criteria
- Attachment H - RFP Response Checklist
- Attachment I - Respondent/Subcontractor Summary Form
- Attachment J - Proposed Contract
- Attachment K - Certification of Drug-Free Workplace Program Form

Your response should comply fully with these instructions which stipulate what is to be included in the response. Prospective contractors submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the 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 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.

Prospective Contractor

Page 2

September 20, 2012

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 A.5.

Sincerely,

Debbie Bates

Debbie Bates

Operations & Management Consultant II

DB/db

Attachment

Attachment A
DEP SOLICITATION ACKNOWLEDGEMENT FORM



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
INVITATION TO BID
CONTRACTUAL SERVICES

Page <u>1</u> of <u>80</u> pages	SUBMIT PROPOSAL TO:
AGENCY MAILING DATE: <u>September 20, 2012</u>	Department of Environmental Protection Procurement Section, Carr Building, Room 235 3900 Commonwealth Boulevard, MS#93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361

SOLICITATION TITLE: <p style="text-align: center;">Waste Tire Abatement Services</p>	SOLICITATION NO: <p style="text-align: center;">2013003C</p>
--	--

PROPOSALS WILL BE OPENED: **Tuesday, October 16, 2012 @ 2:30 P.M. ET**
and may not be withdrawn within 180 days after such date and time.

VENDOR NAME:	<hr style="border: 0; border-top: 1px solid black;"/> *AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	<hr style="border: 0; border-top: 1px solid black;"/> *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the Bidder.

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Bidder.

BIDDER 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 BIDDERS

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) "Bidder" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the Bidder in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

Attachment A
DEP SOLICITATION ACKNOWLEDGEMENT FORM

2. **General Instructions.** Potential Bidders to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Bidders 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 Bidder within MyFloridaMarketPlace. The Bidder 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 superseded 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 Bidders (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 Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its response, a Bidder 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 superseded by a condition in Attachment B.**

5. **Questions.** Bidders 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 Bidders will be able to view. Bidders shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each Bidder 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 superseded by a condition in Attachment B.**
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Bidders shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Bidders shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder 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 (\$35,000) 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. **Bidder's Representation and Authorization.** In submitting a response, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot so certify to any of following, the Bidder shall submit with its response a written explanation of why it cannot do so).
- The Bidder 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 Bidder, 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 Bidder 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 Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
 - The Bidder 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 Bidder 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:
 - 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
 - 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 Bidder will conform to the specifications without exception.
 - The Bidder 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 Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The Bidder 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 Bidder 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 Bidder's preparation of its bid.
 - All information provided by, and representations made by, the Bidder 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 Bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. Bidder 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 Bidder 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. Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder'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, Bidder 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. Bidders 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 Bidder 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 superseded 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 Bidders 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 Bidder(s), however, no contract shall be formed between Bidder and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.
17. **Contract Overlap.** Bidders 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 Bidder believes that its response contains information that should not be a public record, the Bidder 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.)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 superseded 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 reprocurement 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://dhis.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 does not apply to the contract(s) resulting from this solicitation.**

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.)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS
FOR WASTE TIRE ABATEMENT SERVICES

- B.1 Solicitation Number: 2013003C
- B.2 Solicitation Type: Request for Proposals (RFP)
- B.3 Date of Issuance: September 20, 2012
- B.4 Program Area: Bureau of Solid and Hazardous Waste
Division of Waste Management
Florida Department of Environmental Protection (DEP)
- B.5 Solicitation Submission/Timeline (This section supercedes Attachment A, PUR1001, Instruction #3, Electronic Submission of Responses.):

By **Tuesday, October 2, 2012 @ 5:00 p.m. ET** all questions from prospective contractors must be submitted in accordance with the directions in section B.6.

By **Friday, October 5, 2012 @ 5:00 p.m. ET** the DEP anticipates posting 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 **Tuesday, October 16, 2012 @ 2:30 P.M. ET**, Respondents shall submit five (5) copies of their response to this solicitation. See the instructions for proposal preparation in Section B.29 and submittal information herein. 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. Debbie Bates
Procurement Section, Room 235
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: (850) 245-2372

NO LATER THAN 2:30 P.M. Eastern Time (ET), Tuesday, October 16, 2012.

All responses must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number, date and time of solicitation opening for which response is intended. The Department 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.

On or after 8:30 A.M. ET, on Tuesday, November 13, 2012, the recommended 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 "2013003C-AD"

The DEP reserves the right to short list respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If the DEP exercises the right, the short list will be posted on the Vendor Bid System at www.myflorida.com on or after 8:30 A.M. ET, Tuesday, November 13, 2012. In the event that the Department exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

These dates are to be used by the prospective contractor 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 above 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 Questions (This section supercedes Attachment A, PUR1001, Instruction #5, Questions.):

Any questions from prospective contractors concerning this RFP shall be submitted in writing, identifying the submitter, to Debbie Bates at the address specified in Section B.5, by email to deborah.bates@dep.state.fl.us or by facsimile to 850-245-2411, **no later than 5:00 p.m. E.T. on Tuesday, October 2, 2012.** 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 PROVIDED BY TELEPHONE. 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 Item B.5 above.

B.7 Restriction 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.

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

B.8 Disclosure and Ownership of Proposal Contents by the DEP:

A Respondent's proposal 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 proposal (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful proposal, 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 a proposal shall constitute a waiver of any copyright protection which might otherwise apply to the DEP's production, disclosure, inspection and copying of such proposal and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. A Respondent's proposal, 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 proposal and Contract. The DEP reserves the right to use any and all information contained in a Respondent's proposal.

Any proposal content submitted to DEP which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.

B.9 Public Records

Any material submitted by a Respondent will become a public record pursuant to Chapter 119, Florida Statutes, thirty (30) days after the DEP opens the proposals or when the notice of intended award is posted, whichever occurs first. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.8 above.

B.10 Notification (This section supercedes Attachment A, PUR1001, Instruction #12, Electronic Posting of Notice of Intended Award.):

The Proposal Tabulation, with recommended award(s), will be posted for review by interested parties at the location specified in Section B.5 above, **on or after 8:30 A.M., ET, Tuesday, November 13, 2012**, 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(s) must file a protest with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, MS#93, Room 235 Carr Building, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

B.11 Description of Work Being Procured:

The Florida Department of Environmental Protection (DEP) is procuring waste tire removal and processing services in support of the DEP's waste tire abatement program. The program includes removal of waste tires from identified sites and from designated collection points created to reduce specific public health and environmental threats. The waste tire abatement services will be performed on a task assignment basis and may include any or all of the work elements described in Attachment C.

DEP may initiate tire site analysis, including stabilization and/or abatement plan development, if appropriate, for identified waste tire sites. There are currently at least ten (10) identified sites located throughout the State with

estimated sizes ranging from 1,500 to more than 650,000 passenger tire equivalents (at 20 pounds/passenger tire equivalent), and others may be identified or formed during the contract period. The largest site involves removal of tires recovered from the seabed and loaded into trailers by others for removal and processing by the contractor. Tire types may include passenger, truck, oversize, and off-road sizes. Some sites may contain shredded tires varying in size from coarse one-pass shreds to nominal 2-inch shreds. The whole tire piles are generally less than 15 feet high. Most piles are based on sand, clay, or limestone soils. Truck access to at least one point of the pile perimeter by stabilized roadway may be assumed. Availability of power, water, telephone, office and other utilities is limited at most sites. Due to regulatory negotiations or legal proceedings associated with the sites, the locations are not defined at this time. The actual number of sites requiring services to be tasked by the DEP will depend upon the results of these proceedings.

Due to the time or costs associated with total pile abatement, some sites may be stabilized prior to abatement. Stabilization denotes removing tires from designated lanes (at least 50 feet in width) within the pile and/or around the perimeter to create firebreaks intended to reduce the potential environmental impact of a fire. In some cases, stabilization may include installation of other measures such as fencing, lighting, perimeter clearing, roadways, dikes, fire fighting resources, and other security enhancement alternatives. Smaller sites generally do not require interim stabilization or installation of other measures, with the possible exception of a stabilized access roadway. DEP may arrange for other parties to install such access in some cases. Although the focus of this solicitation is tire removal, processing and disposal, the ability and willingness of the respondent to implement total turnkey project management of specific site plans is desirable.

One objective of DEP's waste tire program is complete removal, processing and disposal of all tires and/or shreds at identified sites. A second objective is to decrease the public health hazard associated with mosquitoes and rodents that normally breed in tires, especially during medical alerts issued by the Florida Department of Health for West Nile Virus, Eastern Equine Encephalitis or similar diseases. DEP has initiated supplemental programs to remove remaining small waste tire accumulations through cooperation with impacted county and local governments. DEP anticipates using contractors selected under this solicitation to provide these required services on a task assignment basis during any such programs in the future.

Preference will be given to respondents with a demonstrated ability to process the tires into a marketable product for sale to contracted customers, either directly or through a contractual relationship with a subcontractor.

The DEP may also execute management contracts with local units of government or other third party contractors to oversee the stabilization or abatement of specific sites.

B.12 Number of Awards:

The DEP anticipates the issuance of multiple contracts for services under this solicitation. The DEP, at its sole discretion, shall make this determination.

B.13 Contract Period:

The contracts shall begin upon execution by both parties and remain in effect for a period of three (3) years, inclusive. The DEP reserves the right to renew any contract resulting from this solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be limited to no more than an additional term not to exceed three (3) years or the original term of the Contract, 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.

B.14 Type of Payment Contemplated:

These contracts will be implemented under the authority of Section 403.709, Florida Statutes, and Chapter 2002-394, Section 5, Legislative Line Item 1791, Laws of Florida. Contracts will be awarded by DEP based on the technical, economic, and performance capabilities presented in the responses to this solicitation, and subsequent oral discussions (if held, at DEP's discretion).

It is anticipated that all contracts will be identical except for prices and will be task assignment contracts. No contracts will be executed with firms who are in default with other contracts with DEP or with firms or facilities which are under enforcement by the DEP. As work becomes available, the DEP may, at its discretion, solicit cost proposals from the selected contractors on a site by site basis. Funding for the contracts will be provided from the Solid Waste Management Trust Fund authorized under Section 403.709, Florida Statutes.

A combination fee schedule/cost reimbursement/fixed price contract is proposed; 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, cost and other factors considered. The method of payment for task assignments will involve monthly payments based upon specific measurements of completed activities such as the number, weight, and/or volume of tires removed and processed.

NOTE: A RECOMMENDATION OF QUALIFICATIONS DOES NOT GUARANTEE AN ENGAGEMENT. AN ENGAGEMENT DOES NOT GUARANTEE A MINIMUM LEVEL OF WORK.

A copy of the proposed contract containing all requirements is included as Attachment J. The requirements should be scrutinized by the offeror since modifications proposed by the offeror may not be considered.

B.15 Offer Acceptance Period:

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

B.16 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.17 Disclosures:

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

B.18 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 the contract resulting from this solicitation. All permits and licenses required for the contract must be obtained by the selected contractor and maintained for the duration of the contract. The DEP will not pay the cost of licenses or permits required by any selected contractor for company operations.

B.19 Insurance (This section supercedes Attachment A, PUR1000, Condition #34, Insurance Requirements.):

The contractor selected under this RFP shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with the 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 contractor shall provide adequate insurance, satisfactory to the DEP, for the protection of its employees not otherwise protected.

The contractor selected under this RFP shall maintain, during the life of the contract, comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit.

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. Copies of new insurance certificates must be provided to the Contract Manager with each insurance renewal.

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

The selected contractor must agree to indemnify, defend, save and hold harmless the State of Florida and the DEP from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the contractor, its subcontractors, agents or employees, to the extent permitted by Florida law.

B.21 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.22 Subcontracting:

The selected contractor shall not subcontract, assign, or transfer any work under this solicitation, with the exception of subcontractors identified in the prospective Contractor's response, without the prior written consent of the Department's Contract Manager. The selected 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. **For purposes of this solicitation, end users shall not be considered subcontractors.**

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 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 Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract 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.23 Conflict-of-Interest:

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 DEP in writing within five (5) working 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 subcontractor of the contractor, and any of the persons or entities who are, or may be, responsible for that site. The DEP agrees to notify the contractor of all potentially responsible parties for a site when such information becomes available to the DEP. The DEP shall notify the contractor within ten (10) days of receipt of such notification whether or not it deems a conflict-of-interest to exist.

For the purposes of this section, a contractor or contractor's subcontractor may be deemed to have had a business relationship with one of the responsible parties if it has had such 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 so 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 DEP 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 DEP may terminate the contract if the DEP deems such termination to be in the best interest of the DEP, or may terminate the contractor's assignment to a particular site or sites based upon its assessment of the potential conflict-of-interest

B.24 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 RFP, 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, lightning, fire, flood, 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.25 Vendor Registration:

Prior to entering into a contract with the DEP, the Respondent 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). Respondents who do not have Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776.

The following DMS Class/Group Code is provided to assist you in your registration efforts: 991-705, Recycling Services.

B.26 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.27 Number of Copies to be Submitted:

Five (5) signed copies of the proposal must be submitted for review by the DEP. Each copy is to be bound individually. One (1) copy of the proposal shall bear original signatures. Use of legible reproductions of signed originals is authorized for all other copies of the proposal.

B.28 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.29 Instructions for Preparation of the Proposal:

The instructions for this solicitation 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 proposal shall consist of the following parts:

A. DEP Solicitation 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". Four (4) photocopies of the signed original Attachment A shall be made and one (1) copy shall be provided in each of the four (4) additional response packages submitted to the DEP. If a respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their response, the DEP reserves the right to contact the respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation.

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

B. Technical Response

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper. Each respondent shall limit the technical response section to no more than twenty-two (22) pages (excluding Attachment F, letter demonstrating financial assurance, insurance certificates and resumes) with the page limits for each section specified below.

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 not used for a particular section or subsection cannot be added to the page allowance for another section. For example, if only two of the four pages allocated for the Processing Capabilities section in 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 twenty (20) pages.

Any photographs, maps diagrams, charts or other non-text material which provides information about the respondent will be included in the page limitation of the Technical Response Package.

Respondents shall prepare their technical response package in the order outlined below, with the sections tabbed for ease of identification and review. 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.**

The Technical Response Package shall address each of the following subjects:

1. Introduction (Limit 1 page)

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

2. Company Description (Limit 3 pages)

This section should provide a full description of the respondent's company, including at least the following:

- a. Historical background in terms of years of operation, major business segments and primary activities;
- b. A corporate organizational chart identifying the relationship between the respondent and its parent, subsidiary, and joint-venture organizations, if any, highlighting services or benefits which these entities provide to the respondent in obtaining, financing or executing projects; and
- c. Identification and description of any subcontractor companies.

3. Company Financial Capabilities (Limit 2 pages)

The respondent shall provide the following financial data summary for the last three years.

- a. The respondent's historical bonding/letter of credit performance by identifying the amount, date, status and any defaults.
- b. Identify anticipated maximum financial assurance (performance bond/financial guarantee bond/letter of credit) limits and proposed instrument of up to \$250,000. Such identification shall be documented by letter from the financial institution or surety company, on its letterhead stationary, clearly identifying the company and the current level of financial assurance it is willing to provide.

The surety company(ies) providing documentation (regarding performance or financial guarantee bonding limits) on behalf of the respondent and its intended subcontractors must be authorized to do business in the State of Florida and appear in the Treasury Department's Circular 570. Circular 570 is a publication issued by the Department of Treasury which lists all authorized sureties, their authorized states of operation, and their maximum underwriting limitations. A copy of the circular may be obtained at the following web site: <http://www.fms.treas.gov/C570/c570.html>.

If an irrevocable letter of credit is selected as the means of demonstrating financial assurance to the DEP, the institution providing documentation on behalf of the respondent or its intended subcontractors must be regulated by the federal government or the State of Florida and be authorized to do business in the State of Florida.

At a minimum, each respondent must demonstrate its ability to obtain financial assurance in the amount of \$50,000. **If a respondent is unable to provide such documentation, the response package will be disqualified from consideration for contract award.** Since contractors selected under this solicitation will be required to post an irrevocable letter of credit, performance bond, or financial guarantee bond in the amount of 50% of any specific task assignment, the project(s) awarded to each selected contractor shall be limited to no more than twice the financial assurance limit documented by the appropriate surety company or financial institution. For projects which exceed \$500,000, the DEP reserves the right to approach selected contractors demonstrating financial assurance in the amount of \$250,000 to perform the project, upon demonstration of their ability to provide the 50% financial assurance required. The table provided below identifies various financial assurance limits and the resulting limitation the DEP will place on the contractor for task assignments.

<u>Financial Assurance Limit</u>	<u>Task Assignment Limit</u>
\$ 50,000.00	\$ 100,000.00
\$ 100,000.00	\$ 200,000.00
\$ 250,000.00	\$ 500,000.00

Letters supporting the respondent's financial assurance limitations shall be included in an appendix to the technical response package and shall not be included in the page limit for this section.

- c. Each respondent shall include, in an appendix to the technical response package (not to be included in the page limit for this section), copies of current certificates of insurance.

The DEP acknowledges that the current limits of liability may not meet the requirements established in Section B.19 above. If selected for contract award, the respondent must submit certificates of insurance demonstrating their compliance with the requirements outlined in Section B.19 before a contract for services can be executed.

4. Processing Capabilities (Limit 4 pages)

This section is intended to define the methods, capabilities, equipment, site requirements, and capacity of the prospective contractor in execution of specific tasks, in the following order:

- a. Planned on-site methods and equipment that the respondent will use for retrieval and handling of waste tires and shreds, as well as historical weekly removal capacity and actual weekly removal capacity which the respondent is willing to commit to under a contract.
- b. On-site processing methods, equipment type (model and year of manufacture) for major components such as shredders, shears, classification systems, and heavy equipment, as well as historical weekly capacity and actual weekly processing capacity which the respondent is willing to commit to under a contract.
- c. Characteristics and quantities (%) of any waste streams generated by on-site processing operations as well as planned methods of disposal of such streams.

- d. For any off-site processing facilities, the respondent shall provide the following information: (i) name of the entity owning and operating the facility; (ii) its location; (iii) the processing sequence; (iv) the actual quantity of tires processed by the facility for each of the last three years; (v) the current processing rate of the facility; (vi) the demonstrated maximum processing capacity (over a three month period of time); (vii) product specifications; (viii) quantities (%) of any waste streams resulting from operations and their respective methods of disposals.
 - e. The respondent shall identify the planned methods for processing tires on rims, oversize tires (larger than truck tires), tires containing dirt or other contaminants, partially burned tires, partially submerged tires, and methods of retrieving and processing tires from wetland areas.
 - f. The respondent shall describe any differences in retrieval, handling, and processing methods and equipment used for shreds versus whole tires. Any differences associated with shred size (coarse one-pass shreds, flowable chips less than 6 inches, and nominal 4 square inch chips) shall be clearly described.
 - g. The respondent shall identify its willingness, planned methods and ability to provide other turnkey project management services such as road construction and installation of perimeter fencing and lighting at a site.
5. Product (Limit 3 pages)

This section is intended to identify the products, volumes, and disposal methods to be utilized by the respondent, as follows:

- a. Disposal Site - Provide the name, address, telephone number and contact person for each disposal site which the respondent plans to use. Identify any of these that are related companies with an (*).
 - b. Historical Product Markets – Provide the annual quantity consumed or sold in each of the major product categories (crumb rubber, 2-inch minus chips, larger shreds and any other form) during each of the past 2 years, as well as any significant future change expected at the time this response is prepared.
 - c. Current and Projected Volumes - For each product category, state the maximum monthly quantity that could be produced from site abatement tires and sold or consumed without impacting existing operations based on on-going tire generation.
 - d. Customers – Provide the company name, address, telephone number and contact person of at least one customer for each product category listed in section 5(c) above. DEP reserves the right to request additional customer documentation to support the respondent's market claims.
6. Sample Project (Limit 3 pages - 2 of which must be the pages provided in Attachment D)

Provide costs and schedules for all site work, transportation, retrieval, processing, and marketing or disposal for a site as described in Attachment D. Each respondent shall submit a detailed budget for the completion of the sample project on page 3 of Attachment D. The cost proposal for the sample project should be broken down for each work element that is used by the respondent's organization for this type of project and must correspond to the rates and type of fees shown by the respondent in Attachment E, Page 1 of 3. **Only those processes, products, markets and costs documented elsewhere in this response may be used for the sample project.**

The cost proposal for the sample project should be specific and complete in every detail, and be submitted in such a way as to positively identify all costs and related data.

Travel expenses and per diem will only be at rates currently allowed State employees as described in Section 112.061, Florida Statutes. For determining employee travel costs for the sample project, the respondent shall use \$20.00 per quarter of each day per employee in which the contractor requires travel reimbursement. Each day consists of four quarters as follows:

--	12:01 A.M.	to	6:00 A.M.	-	Quarter 1
--	6:01 A.M.	to	12:00 Noon	-	Quarter 2
--	12:01 P.M.	to	6:00 P.M.	-	Quarter 3
--	6:01 P.M.	to	12:00 Midnight	-	Quarter 4

All other direct costs shall be itemized and the basis provided. Anticipated consultants or subcontractors shall be identified and their costing basis provided.

7. Project Management (Limit 2 pages)

The respondent shall describe project organization and management methods which are most appropriate for successful execution of the services described in this solicitation. Contract managers, site managers, maintenance managers, and other pertinent personnel must be identified. The respondent must identify specific personnel whom they plan to utilize on tasks issued under the contract(s) resulting from this solicitation, and provide their resumes in an appendix to the technical response package. **The appendix containing resumes shall be limited to no more than ten (10) total pages of which each professional resume shall be limited to no more than two (2) pages.**

8. Availability (Limit 1 page)

The DEP intends to execute contracts as soon as possible after the announcement of contract awards. The respondents shall identify available contract capacities and notification time required to initiate site processing operations, including the following:

- a. Guaranteed capacity (tons/week) for removal, processing and product marketing/disposal available for contract implementation during each of the calendar years 2012 through 2014, including an explanation of any major seasonal or annual variations.
- b. Time required to initiate operations from the date of notification of intended contractor task award.

9. Cost/Price (Schedule of Rates) (Limit 3 pages - must use pages provided as Attachment E)

The cost/price section of the technical response package should not be used as a supplement to, or for providing technical information in addition to that presented in the preceding sections of, the technical response package.

This is not a competitive contract with respect to total contract cost, however, cost will be one of the criteria evaluated. Work under any contract awarded as a result of this solicitation will be done on a task assignment basis. Specific tasks to be assigned under the contract have not yet been identified, therefore, costing of actual work elements will not be possible.

Each respondent shall use the forms provided as Attachment E for completion of this portion of the cost/price section. Attachment E shall be specific and complete in every detail.

The DEP recognizes that the actual removal and processing costs depend on the site location, available services, tire/shred type and quantities, and other factors. However, the respondent shall estimate maximum removal costs under the following assumptions: road access is available to at least one point on the pile; all tires/shreds are above ground on sandy soil; and no other site utilities are available. Based on the above conditions, the respondent shall complete the chart on Attachment E, Page 1 of 3, entitled "Economics."

Rates listed on pages 2 and 3 of Attachment E for personnel and equipment shall be current rates. All overhead rates, fringe benefit rates, general and administrative rates, and fee (profit) loaded into these rates shall be clearly identified by percentage and means of application. Such rates, with the exception of fee, shall be supported by audit.

The DEP reserves the right to negotiate rates on an annual basis (based on the anniversary date of an executed contract) to provide for rate increases or decreases. Rate increases shall be limited to no more than 5% per year. Requests for rate increases must be justified to the satisfaction of the DEP by the contractor prior to the execution of an amendment for a rate increase.

Cost proposals may be solicited by the DEP from multiple contractors for a particular site. However, the DEP reserves the right to terminate negotiations if the costs proposed are greater than the costs stated in Attachment E without appropriate site-related or product-related reasons.

The DEP may award a contract or contracts based on initial offers received without discussion of such offers. Therefore, each initial offer should be submitted under the most favorable terms.

10. Past Performance (Must use pages provided as Attachment F)

In the space provided on Attachment F, the respondent must 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 July 2007).

Also, in the space provided on Attachment F, the respondent (not intended subcontractors) shall provide a minimum of three (3) separate and verifiable projects (either governmental or non-governmental) consisting of work similar to that specified in this solicitation. The description of the services performed for these projects must include at a minimum the following information:

- a. quantity of tires removed and approximate cost of project services;
- b. date contracted, contract completion date and actual completion date;
- c. respondents role and share of project revenue, as well as the name, address, contact person, phone number, role and share of contract revenue for any subcontractors or affiliated entities participating in the contracted activities or revenue; and
- d. product customers or disposal points used.

Confidential clients shall not be included. **Do not list work performed for DEP.** Projects that the respondent has completed for organizations who are listed as subcontractors or contractors having any affiliation with the respondent (e.g. under common ownership or control, having common directors, officers or agents, or sharing profits or liabilities) in their response to this solicitation may not be used as Past Performance references under this solicitation.

In the event that respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number

of clients to be listed remains three (3). For example: ABC Corporation and XYZ Corporation are joint ventures. ABC supplies (1) project and XYY supplies (2) projects for a total of three (3) projects.

References should be available to be contacted during normal working hours. The DEP will choose, at its own discretion, two (2) of the respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment F. In the event that the respondent has performed work as a prime contractor for the DEP within the timeframe specified above, the DEP shall attempt to contact one DEP and one non-DEP reference. In the event that the respondent has not performed work as a prime contractor for the DEP within the timeframe specified above, the DEP shall attempt to contact two (2) non-DEP references. The total number of clients who will be contacted to complete and evaluation for any response shall be two (2).

Evaluation questionnaires will be emailed to the selected references with a due date for responding. If questionnaires are not received by the due date the DEP will attempt to contact each selected reference by phone up to two (2) 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 a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment D, or failure to provide the required information for each reference shall result in the respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of the demonstration of ability to obtain financial assurance in the amount of \$50,000.00, and the cost information on Attachment E which shall result in the response being deemed non-responsive and therefore, rejected.

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. For purposes of this solicitation, end users shall not be considered subcontractors.

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 I, 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 (2013003C), the project title (Waste Tire Site Services), and the prime 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.

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 CMBE and certified CSDVBE 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 K, 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.30 Evaluation Criteria

A. General

1. The DEP reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**
3. The DEP may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.

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

B. Scoring

Each proposal will be reviewed by at least three evaluators, one of whom will be designated to collect all of the completed evaluation scoring forms at the completion of the evaluation period and forward them to the Procurement Section. Each of the evaluators will work independently using the evaluation criteria contained in Attachment G. 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 score 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 Director of the Division of Waste Management, or his or her designee, who will then determine the recommended contract award or 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 positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each firm receives a rank of 3.5.

B.31 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 Waste Tire Abatement Services;
- Scope of Work,
- General Instructions to Respondents (PUR1001), and
- General Conditions (PUR1000).

The DEP 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.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C

SCOPE OF SERVICES

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

1. Grade and improve access roads and/or fire lanes.
 2. Install or repair lighting, water lines, or other utilities needed for site operations.
 3. Remove non-hazardous solid waste from the site.
 4. Move waste tires within the site.
 5. Load and/or haul materials to designated locations.
 6. Stabilize exposed soils for erosion and storm water run-off control.
 7. Perform site closure work which may include removal of equipment, grading, mulching, and seeding.
 8. Obtain local, state, and federal permits, approvals, or exemptions required for work at the site.
 9. Install or repair fences, gates, and other barriers to prevent access by unauthorized persons to a site or a portion of a site.
- II. Fire Fighting and Run-off Damage Control
1. Install or improve a well or impoundment for fire fighting water.
 2. Stockpile sand, foam, and other materials that would be needed to fight a tire fire.
 3. Provide taps, piping, valves, and hydrants as needed to implement conditions of a "Fire Fighting Plan".
 4. Install or improve ditches, swales or berms for control of storm or fire fighting runoff water.
- III. Insect Control
1. Control insects at the site through aerial sprays or other means in accordance with the Insect Control Plan.
 2. Take appropriate measures to protect environmentally sensitive areas from damage through insect sprays.
- IV. Abatement
1. Retrieve, load, process, and transport whole or processed tires on or from a designated site, following an abatement plan.
 2. Dispose of whole or processed tires at an approved disposal site or end user.
- V. Construction Oversight/Sampling and Analysis
- Occasionally, the scope of a stabilization and/or abatement action may be such that the Contractor will be required to provide construction oversight and perform sampling and/or analysis.
- VI. Other Services
- Other services as may be determined by the DEP to be necessary in the performance of task assignments or in support of cost recovery actions.
- VI. Task Assignment Process

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

VI. Performance Measures

Deliverables reviewed to ensure compliance with specifications in task assignment and contract scope of services.

VI. Financial Consequences

No payment for unsatisfactory deliverables. Contract can be terminated for failure to perform.

ATTACHMENT D

SAMPLE PROJECT

Each respondent shall submit a detailed budget for the completion of the sample project. **Only those processes, products, markets and costs documented elsewhere in this response may be used in the respondent's plan for completion of the sample project.**

INFORMATION TO BE USED FOR THE SAMPLE PROJECT:

- a. The site is a ship yard located on level ground, contains no trees or heavy brush, and requires some site work.
- b. A landfill 50 miles from the site (or from your processing facility if you process off-site) will accept up to 10% of the material from the site if that material is a waste from your process. The tip fee is \$89 per ton. No other landfill will accept any waste from this site.
- c. If you process on-site, your market is 150 miles away from the site. If you process off-site, your processing facility is 250 miles from the site and your market is within 50 miles of your processing facility.

RESPONSE REQUIRED:

Provide plans/schedules, as well as associated costs, for all site work, transportation, retrieval, processing, and marketing or disposal for a site containing:

- a. 1,000 tons of whole passenger tires recovered from the water and 50 tons of truck tires clean of all debris. These passenger tires are clean and do not contain foreign objects.
- b. 100 tons of rough shreds which are in a pile covering 1000 square feet. These shreds are not suitable for use as daily cover. The shred pile is contaminated with dirt in the bottom foot but there is no other contamination.
- c. Recycling uses are preferred. Energy recovery uses are acceptable. Disposal in a landfill is discouraged.

The plan/schedule for all site work, transportation, retrieval, processing, and marketing or disposal for the project site must be submitted on page 2 of this attachment.

The cost/budget for the sample project must be submitted on page 3 of this attachment (if necessary, one (1) additional page of 8 1/2" x 11" paper may be used to provide additional budget information). The cost proposal for this sample project should be broken down for each work element that is used by the respondent's organization for this type of project and must correspond to the rates and types of fees provided by the respondent on page 3 of Attachment E.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

RESPONSE TO SAMPLE PROJECT
(Page 1)

Narrative Description:

RESPONSE TO SAMPLE PROJECT
(Page 2)

COSTS	PRICE/TON	TOTAL COST
Retrieve Whole Tires		
Process Whole Tires		
Transport Whole Tires		
Retrieve Shreds		
Process Shreds		
Transport Unprocessed Shreds		
TOTAL		

Note: If necessary, one (1) additional page of 8 1/2" x 11" paper may be used to provide additional budget information.

ATTACHMENT E

COST INFORMATION

THIS ATTACHMENT SHALL BE COMPLETED BY THE RESPONDENT AND INCLUDED IN THE COST/PRICE SECTION OF THE TECHNICAL RESPONSE PACKAGE IN ACCORDANCE WITH ATTACHMENT B, ITEM B.29, SECTION B, SUBSECTION 9.

The respondent hereby acknowledges and agrees to adhere to the prices listed below for the contract period, subject to the possible annual rate increases as described in this solicitation package. Each respondent shall complete this Attachment in its entirety. Failure to indicate a price for a particular cost category item shall result in the DEP's assignment of a cost of \$0.00 for the item left blank. The respondent, if selected for contract award under this solicitation, would therefore not be eligible for any payment associated with that cost category item in the event of a work stoppage.

The information provided below will be used by the DEP for special tasks which may arise during the contract period and/or for payment during DEP enforced work stoppages.

ECONOMICS

PRIMARY PRODUCT SPECIFICATION _____

FIXED COST (per site)

Set Up	\$ _____
Tear Down	\$ _____

VARIABLE COST (per unit)

Cost Component	Range of Units	Whole Tires		Shredded Tires	
		Pass/Truck	Off-Road	Coarse	Flowable
Retrieval (\$/ton)	up to 1000 tons	\$	\$	\$	\$
	1001 to 5000 tons	\$	\$	\$	\$
	over 5000 tons	\$	\$	\$	\$
Processing (\$/ton)	up to 1000 tons	\$	\$	\$	\$
	1001 to 5000 tons	\$	\$	\$	\$
	over 5000 tons	\$	\$	\$	\$
Transport					
Shorthaul up to 50 miles	\$/ton per mile	\$	\$	\$	\$
Longhaul over 50 miles	\$/ton per mile	\$	\$	\$	\$
Other					
Waste Disposal	\$/ton of tires or shreds	\$	\$	\$	\$

* Not including transportation or tip fee.

Due to the nature of the waste tire abatement industry and the potential for an increase in end-uses in the future, the DEP reserves the right to negotiate end-use costs on a project-by-project basis.

SCHEDULE OF RATES

1. LABOR CATEGORIES - The respondent shall provide base labor rates for the categories listed below.

<u>Classification</u>	<u>Minimum Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Laborers	\$ _____	\$ _____
Loader Operators	\$ _____	\$ _____
Supervisor	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Identify all multipliers by percentage and the means of application. Such rates, with the exception of fee, shall be supported by audit.

Fringe Benefits (must be supported by audit)

_____ % of Direct Labor

Overhead/Indirect (must be supported by audit)

_____ % of _____

Fee of 8.5% on direct salary charges shall be authorized by the DEP for special assignments issued under the contract resulting from this solicitation and/or DEP enforced work stoppages. Direct salary charges shall be defined as direct labor + fringe benefits + overhead/indirect associated with labor charges.

2. EQUIPMENT RATES

<u>Equipment</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Loader/Grapple	\$ _____	\$ _____	\$ _____	\$ _____
Tire Shredder	\$ _____	\$ _____	\$ _____	\$ _____
Bulldozer	\$ _____	\$ _____	\$ _____	\$ _____
Backhoe	\$ _____	\$ _____	\$ _____	\$ _____
Roll-Off Truck	\$ _____	\$ _____	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

NOTES:

A NORMAL WORKDAY CONSISTS OF 8 WORK HOURS.

In the event of a DEP enforced work stoppage, the selected contractor(s) shall be reimbursed according to the above scheduled equipment rates and for actual hourly rates for personnel (within the ranges identified above). In addition, the contractor may request a task assignment extension equivalent to the amount of time that work was suspended.

The amount of equipment and personnel may vary from site to site. This list is representative but shall not be considered to be all-inclusive. Charges for rates or expenses which are not included in this Attachment, but which are required by the DEP on a task assignment notification form, shall be compensated at rates mutually acceptable to the DEP and the Contractor, and shall be evidenced by an executed task assignment notification form. In the event that the DEP determined that such rates should become part of the rate schedule attached to the contract, the DEP shall initiate a change order evidencing the rates mutually agreed to by both parties for inclusion into the contract.

ATTACHMENT F

CLIENT REFERENCE FORMS

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

On the following pages, the respondent must provide the required information for a minimum of three (3) separate and verifiable projects. **Do not list projects completed for the DEP (see next paragraph).** Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered. All projects listed must be for work similar to that described in this solicitation. Confidential clients shall not be included. Any additional references listed, over the minimum of three required, will be considered in determining if the respondent has satisfied the requirements for the four references as set out herein.

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 September, 2007 for use in the evaluation of Past DEP Performance, if applicable).

The same client may not be listed for more than one (1) reference (for example, if the respondent has completed for project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

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.

In the event that respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3). For example: ABC Corporation and XYZ Corporation are joint ventures. ABC supplies (1) project and XYZ supplies (2) projects for a total of three (3) projects.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Client #1

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Project Term: _____ to _____

****Dates should be in mm/yy format.****

Location of Project: _____

Approximate Fee for Product/Services \$ _____

Brief description the services performed for this project. At a minimum, you must include the following information:

1. quantity of tires removed and approximate cost of project services;
2. date contracted, contract completion date and actual completion date;
3. respondents role and share of project revenue, as well as the name, address, contact person, phone number, role and share of contract revenue for any subcontractors or affiliated entities participating in the contracted activities or revenue; and
4. product customers or disposal points used.

Client #2

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Project Term: _____ to _____

****Dates should be in mm/yy format.****

Location of Project: _____

Approximate Fee for Product/Services \$ _____

Brief description the services performed for this project. At a minimum, you must include the following information:

1. quantity of tires removed and approximate cost of project services;
2. date contracted, contract completion date and actual completion date;
3. respondents role and share of project revenue, as well as the name, address, contact person, phone number, role and share of contract revenue for any subcontractors or affiliated entities participating in the contracted activities or revenue; and
4. product customers or disposal points used.

Client #3

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Project Term: _____ to _____
****Dates should be in mm/yy format.****

Location of Project: _____

Approximate Fee for Product/Services \$ _____

Brief description the services performed for this project. At a minimum, you must include the following information:

1. quantity of tires removed and approximate cost of project services;
2. date contracted, contract completion date and actual completion date;
3. respondents role and share of project revenue, as well as the name, address, contact person, phone number, role and share of contract revenue for any subcontractors or affiliated entities participating in the contracted activities or revenue; and
4. product customers or disposal points used.

Client #4

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Project Term: _____ to _____

****Dates should be in mm/yy format.****

Location of Project: _____

Approximate Fee for Product/Services \$ _____

Brief description the services performed for this project. At a minimum, you must include the following information:

1. quantity of tires removed and approximate cost of project services;
2. date contracted, contract completion date and actual completion date;
3. respondents role and share of project revenue, as well as the name, address, contact person, phone number, role and share of contract revenue for any subcontractors or affiliated entities participating in the contracted activities or revenue; and
4. product customers or disposal points used.

**ATTACHMENT G
EVALUATION CRITERIA**

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
A. Acknowledgement Form					
B. Transmittal Letter					
C. Technical Response					
1. Introduction ¹	0	x		=	0
2. Company Description ¹	4	x	2	=	8
3. Company Financial Capabilities					0
a. Financial Operating History ¹	4	x	5	=	20
b. Financial Assurance Capabilities ¹ Disqualify if unable to demonstrate financial assurance of at least \$50,000	0	x	0	=	0
4. Processing Capabilities					0
a. Waste Tire Retrieval Capabilities ¹	4	x	5	=	20
b. On-site and Off-site Processing ¹	4	x	6	=	24
c. Waste Streams from Processing ¹	4	x	6	=	24
d. Specialized Tire Processing Capabilities ¹	4	x	3	=	12
e. Relevant Non-Processing Capabilities ¹	4	x	3	=	12
5. Products					0
a. Established markets and customers ¹	4	x	6	=	24
b. Products are Feedstock or Finished Goods with a Positive Market Value ¹	4	x	6	=	24
c. Products Acceptable for Daily Cover or Higher Use ¹	4	x	3	=	12
6. Sample Project					0
a. Completeness ¹	4	x	6	=	24
b. Accuracy ¹	4	x	6	=	24
c. Economy of Cost for Sample Project ¹	4	x	6	=	24
7. Project Management					0
a. Project Organization Structure ¹	4	x	2	=	8
b. Operational Management Methods ¹	4	x	2	=	8
c. Project Personnel ¹	4	x	5	=	20
8. Availability					0
a. Capacity ¹	4	x	5	=	20
b. Lead Time to Start Project ¹	4	x	2	=	8
9. Cost/Price ³					
a. Fixed Costs ^{1,3}	4	x	5	=	20
b. Variable Costs ^{1,3}	4	x	15	=	60
c. Schedule of Rates ^{1,3}	4	x	5	=	20
10. DEP and Non-DEP Past Performance					0
a. Client #1 ²	20	x	1	=	20
b. Client #2 ²	20	x	1	=	20
D. Subcontractor Documentation Failure to submit subcontractor documentation shall result in the disqualification of that particular subcontractor's qualification from consideration in the response package					0
Total Numerical Rating⁴					456

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	=	Unsatisfactory
2	=	Average
3	=	Above Average
4	=	Superior

- 2 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from two (2) of the respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) 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 Rather than awarding the maximum points to the lowest cost, the evaluation process will consider the value received by the DEP relative to the cost.
- 4 Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost information, which will result in the response being deemed non-responsive and therefore rejected.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SAMPLE EVALUATION CRITERIA SCORESHEET

Respondent's Name: _____

Reviewer Code: _____

	Maximum Raw Score Possible	Raw Score		Weight Factor		Weighted Score
A. Acknowledgement Form						
B. Transmittal Letter						
C. Technical Response						
1. Introduction ¹	0		x		=	0
2. Company Description ¹	4		x	2	=	
3. Company Financial Capabilities						
a. Financial Operating History ¹	4		x	5	=	
b. Financial Assurance Capabilities ¹ Disqualify if unable to demonstrate financial assurance of at least \$50,000	0		x	0	=	0
4. Processing Capabilities						
a. Waste Tire Retrieval Capabilities ¹	4		x	5	=	
b. On-site and Off-site Processing ¹	4		x	6	=	
c. Waste Streams from Processing ¹	4		x	6	=	
d. Specialized Tire Processing Capabilities ¹	4		x	3	=	
e. Relevant Non-Processing Capabilities ¹	4		x	3	=	
5. Products						
a. Established markets and customers ¹	4		x	6	=	
b. Products are Feedstock or Finished Goods with a Positive Market Value ¹	4		x	6	=	
c. Products Acceptable for Daily Cover or Higher Use ¹	4		x	3	=	
6. Sample Project						
a. Completeness ¹	4		x	6	=	
b. Accuracy ¹	4		x	6	=	
c. Economy of Cost for Sample Project ¹	4		x	6	=	
7. Project Management						
a. Project Organization Structure ¹	4		x	2	=	
b. Operational Management Methods ¹	4		x	2	=	
c. Project Personnel ¹	4		x	5	=	
8. Availability						
a. Capacity ¹	4		x	5	=	
b. Lead Time to Start Project ¹	4		x	2	=	
9. Cost/Price						
a. Fixed Costs ^{1,3}	4		x	5	=	
b. Variable Costs ^{1,3}	4		x	15	=	
c. Schedule of Rates ^{1,3}	4		x	5	=	
10. Past Performance						
a. Client #1 ²	20		x	1	=	
b. Client #2 ²	20		x	1	=	
E. Subcontractor Documentation Failure to submit subcontractor documentation shall result in the disqualification of that particular subcontractor's qualification from consideration in the response package						
Total Numerical Rating ³						

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	=	Unsatisfactory
2	=	Average
3	=	Above Average
4	=	Superior

- 2 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from two (2) of the respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) 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 Rather than awarding the maximum points to the lowest cost, the evaluation process will consider the value received by the DEP relative to the cost.
- 4 Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost information, which will result in the response being deemed non-responsive and therefore rejected.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT H

RFP RESPONSE CHECKLIST

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

1. _____ The Request for Proposal Contractual Services Acknowledgement Form must be completed and signed (Attachment A in the solicitation package). **Failure to submit a fully completed, signed RFP Contractual Services Acknowledgement Form shall result in the proposal being deemed non-responsive and therefore, rejected.** Did you complete the following:
 - a. List Federal Employers Identification or Social Security Number;
 - b. Vendor Name;
 - c. Vendor Mailing Address;
 - d. City, State and Zip Code;
 - e. Area Code and Phone Number;
 - f. Sign Form; and,
 - g. Type Name of Signatory and Title?

In the event that respondents submit a proposal as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.
2. _____ Transmittal letter which includes the name, title, address, telephone number and email address of the respondent's official contact and an alternate, if available, who have the authority to bind the respondent.
3. _____ Technical Response (See Attachment B, Section B.29) which addresses the following subjects:
 - a. Introduction (1 page limit);
 - b. Company Description (3 page limit);
 - c. Company Financial Capabilities (2 page limit);
 - demonstration of ability to obtain financial assurance in the amount of \$50,000.00. **Failure to submit this documentation, shall result in the proposal being deemed non-responsive and therefore, rejected.**
 - d. Processing Capabilities (4 page limit);
 - e. Product (3 page limit);
 - f. Sample Project (3 page limit);
 - g. Project Management (2 page limit);
 - h. Availability (1 page limit);
 - i. Cost/Price (3 page limit - **must use pages provided as Attachment E**).
 - j. Past Performance (**must use pages provided as Attachment F**- not included in page limitation); and
Appendices:
 - a. Letters supporting respondent's financial assurance limitations.
 - b. Copies of current certificates of insurance for respondent.
 - c. Resumes (Limit of 10 total pages; limit of 2 pages per resume).
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. _____ State Project Plan, which addresses the following:
 - a. Environmental Considerations;
 - b. Certification of Drug-Free Workplace (complete and sign Attachment K, if applicable);
 - c. Use of RESPECT, and
 - d. Use of PRIDE.
6. _____ Submitted Letters Demonstrating Subcontractor Arrangement. Such letters must be written on the intended subcontractor's letterhead and must include the DEP Solicitation Number (2013003C), the project title (Waste Tire Site 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 response shall result in the disallowance of the qualification and experience of that subcontractor from consideration in the evaluation process.
7. _____ Five (5) complete copies (one (1) original and four (4) copies) of the entire response must be submitted to the DEP in accordance with Attachment B, Section A.5.

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

Section A	TEAM IDENTIFICATION (To Be Completed By The Respondent.)
------------------	---

As Respondent to DEP Solicitation No. 2013003C, 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	SERVICE-DISABLED VETERAN	AMERICAN WOMAN	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. 2013003C, 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
PROPOSED CONTRACT LANGUAGE

The proposed contract language contained below should be reviewed by all Bidders. In responding to DEP Solicitation No. 2013003C, a Bidder 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, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (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 Waste Tire Abatement 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 perform waste tire abatement 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 outlined in DEP Solicitation No. 2013003C and the Contractor's response thereto, incorporated herein by reference, and in accordance with Exhibit *, Scope of Services, attached hereto and made a part hereof. Any terms and conditions of the Contract which vary from those contained in the solicitation or the Contractor's response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

It is hereby understood and agreed that the Contractor is not authorized to perform any services under this Contract until both parties have executed a Task Assignment authorizing work.

2. 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.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. This Contract shall begin upon execution by both parties and remain in effect for a period of three (3) years, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract and the execution of Task Assignment Notification or Task Assignment Change Orders. Task Assignment/Task Assignment Change Order performance periods may not extend beyond the completion date of the Contract established above. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal is contingent upon satisfactory performance by the Contractor and the availability of funds.
5. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
6. The Department may contract, at its sole discretion, with a county government, municipality, or any other third party for the purpose of site security, supervision, project management and project oversight of specific sites. In the event that a third party contract exists, the third party's Project Manager will act as the agent of the Department Contract Manager within the terms of their contract with the Department. Any dispute between the Contractor and the third party that involves Department contracts will be resolved by the Department Contract Manager. The Contractor shall report and communicate with the third party's designated Project Manager. All reports, invoices, correspondence, written materials and communications shall be forwarded through the third party's Project Manager to the Department's Contract Manager. The Department shall designate and identify the name of the third party Project Manager and provide this information to the Contractor.
7. A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on combination fee schedule/fixed price/cost reimbursement basis as specified each Task

Assignment/Task Assignment Change Order form. It is hereby understood and agreed that the ceiling amount of this Contract shall not exceed \$_____ for the three (3) year term of the Contract. 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 on funding on an "as needed" basis. The Contractor shall be notified, by certified letter from the Director, Division of Waste Management or the Chief, Bureau of Solid and Hazardous Waste, of any additional funding increments.

- B. In no event shall the Contractor continue to perform services once the authorized funding increment amount of the Contract 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 until said Task Assignment has been fully executed by both the Department and the Contractor.
 - C. If the Department exercises the renewal option as provided under paragraph 4 above, the Department reserves the right to increase the ceiling amount of the Contract to provide for the renewal period.
 - D. On those task assignments, or portions thereof, where the Contractor is to be compensated on the basis of cost plus a fixed fee or fee schedule, the Contractor shall notify the Department when the Contractor believes that the services cannot be completed for the estimated cost established for the task assignment. In such event and after a review of the explanation provided to the Department, the Department and the Contractor shall mutually agree upon the extent to which (1) the Scope of Services shall be adjusted so that the task assignment may be completed for the estimated cost, or (2) the estimated cost shall be increased in order to complete the task assignment, or (3) the task assignment shall be completed at the original cost.
8. A. The Contractor shall submit itemized invoices in accordance with the authorized budget categories listed below and in Exhibit **, Schedule of Rates, attached hereto and made a part hereof; or shall be accompanied by an executed copy of the task assignment notification form evidencing a fixed price. Invoices shall be submitted monthly in conjunction with the required reports. All reports/deliverables, excluding the final task deliverable, shall be approved or disapproved in writing within fourteen (14) days of their receipt by the Department. The final deliverable shall be reviewed within sixty (60) days of receipt by the Department. For each approved work report, the invoice shall show the unit of measures such as tons, linear feet or hours unless the invoiced item is supported by detailed documentation required under a cost reimbursement task or by a task assignment notification evidencing a fixed price. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- B. The State Comptroller requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements, (attached hereto and made a part hereof as Attachment C), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:
 - 1. Salaries/Wages (Direct Labor) – List personnel involved (by name and personnel category), salary rates and hours/time spent on individual project tasks as defined in the work plan.
 - 2. 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 shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits – Shall be calculated at _____ of direct labor.
 - b. Indirect/Overhead – Shall be calculated at _____ of _____.
 - 3. 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. The Department acknowledges that some subcontracted services will be based on reimbursement categories and units of measure that differ from those indicated for the Contractor. The appropriate units of measure for the service provided must be documented under a cost reimbursement contract (i.e., travel reimbursements will be authorized in accordance with the travel requirements of the Contractor; drilling subcontracts may be based on a per foot or per well cost; laboratory subcontracts will be based on a per sample per analysis cost; expense items needed which are not included in the per unit price must be supported by appropriate receipts equivalent to that required of 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.

4. 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.
 5. Equipment - (Capital outlay over \$1,000 in value) – The purchase of non-expendable equipment or personal property costing \$1,000 or more is not authorized under the terms of this Contract.
 6. Rental/Lease of Equipment - Include copies of invoices or receipts to document charges. Equipment usage rental rates apply to use in the field only and not transportation time. The rental rates charged for equipment usage shall be invoiced to the Department in the most favorable terms (i.e., the sum of the hourly rental rate for a given day shall not exceed the daily rental rate; the sum of the daily rental rate for up to a seven (7) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for up to a four (4) week period shall not exceed the monthly rental rate).
 7. Other Expenses (Other Direct Costs) - e.g., Materials, supplies, phone, reproduction, mailing, permit application fees, tipping fees, that are not included in overhead or general and administrative costs, must be documented by itemizing and including copies of receipts or invoices.
 8. Fee – The negotiated fee shall be awarded on a task assignment basis at the rate of 8.5% of direct labor + fringe benefits + overhead.
 9. Laboratory Analyses – Maximum analytical turnaround time shall be four weeks. If the Contractor is required to collect samples and perform sample analysis, the cost associated with performance of the sample analysis (including blanks and duplicates) shall be charged in accordance with the rates established under the specific task assignment unless such rates have been incorporated in Exhibit **, attached hereto and made a part hereof. Prior to the collection of samples and/or the performance of laboratory analysis, the Contractor and its applicable subcontractors shall comply with all Department Quality Assurance requirements (see paragraph 34).
 10. Health and Safety – Health and safety equipment and supplies for field personnel protection shall be the responsibility of the Contractor.
 11. Non-Expendable Supplies – Reimbursement for the purchase of non-expendable supplies is subject to the specific approval by the Department. Include copies of invoices or receipts to document approved purchases.
- C. For Fee Schedule activities, the Contractor shall be compensated based on the specific measurements of completed work elements, on a task assignment basis, such as the number of tons of tires shredded, the linear feet of roadway build, linear feet of fence installed or standby rates, in accordance with the rates outlined in Exhibit **, attached hereto and made a part hereof.
- D. Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a task assignment which are not included in the payment schedules attached to this Contract, shall be compensated at rates mutually acceptable to the Department and the Contractor and shall be evidenced by an executed task assignment. In the event the Department determines that such rates should become 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 Exhibit **, Schedule of Rates.
- E. As stated in DEP Solicitation 2013003C, the Department recognizes that the actual costs depend on the site location, available services, tire quantities, and other factors. However, the rates contained in Exhibit, Schedule of Rates assume that road access is available to at least one point on the pile perimeter; all tires are above ground on sandy soil; and no other site utilities are available. Cost proposals may be solicited by the Department from multiple contractors for a particular site. However, the Department reserves the right to terminate negotiations if the costs proposed are greater than the costs stated in Exhibit **, Schedule of Rates, without appropriate site-related or product-related reasons.

- F. Due to the nature of the waste tire abatement industry and the potential for an increase in end-uses in the future, the Department reserves the right to negotiate end-use costs on a project by project basis.
- G. In the event that expert witness services are needed, the Contractor shall be compensated for the actual expert witness services and for related travel and preparatory time at hourly rates to be negotiated at that time.
- H. All rates contained in Exhibit **, Schedule of Rates, shall be current and effective during the first twelve (12) months of the Contract. Thereafter, request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the Contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the Contract may be terminated pursuant to paragraph 11, termination for convenience.

Failure to initiate a renegotiation of rates prior to the established time frame shall result in the continuation of the rates contained in the Contract until the next scheduled renegotiation date. The Department reserves the right to terminate renegotiations and continue work under existing rates or terminate the Contract if agreement is no reached by the renegotiation date.

- 9. Five (5) copies of each invoice, including appropriate backup documentation, shall be submitted to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Attn: (Insert Contract Manager Name)
2600 Blair Stone Road
Tallahassee, FL 32399-2400

- 10. In the event that a third party management contract is utilized, a deliverable or an invoice shall not be considered delivered to the Department until such time as it is received by the Department from the third party management contractor. Third party management contractors shall review and forward to the Department all invoices or deliverables received from the Contractor within fourteen (14) days of receipt. A final invoice shall be submitted to the Department no later than thirty (30) days following the completion date of the Contract to assure the availability of funding for final payment.
- 11. 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.
- 12. 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 established pursuant to Section 55.03(1), Florida Statutes, 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 Procurement Section at 850-245-2361.
- 13. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from a negligent act or failure to act by the Contractor, or any of the employees, agents or representatives of the Contractor to the extent allowed by law.

14. 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 ten (10) 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 15.

15. Any and all notices shall be delivered to the parties at the following addresses:

Contractor
(Name and Address)

Department
(Name and Address)

16. The Department's Contract Manager is _____ (Name) _____, _____ (Title) _____, Phone (____) _____. The Contractor's Contract Manager is _____ (Name) _____, _____ (Title) _____, Phone (____) _____. All matters shall be directed to the Contract Managers for appropriate action or disposition.
17. 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.
18. 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.). Changes to Task Assignment Notification forms issued by the Department shall be evidenced by use of the Task Assignment Change Order form. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order, excluding Task Assignment Change Orders, which causes an increase or decrease in the Contractor's cost or time shall require formal amendment to this Contract.
19. 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, if available, in the same manner and under the same procedures set forth in Section 946.515(2), (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.

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, FL 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org>

20. 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
Telephone: (850) 487-1471
Website: www.respectofflorida.org

21. 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.
22. 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.
23. 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.
24. 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 (5) 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.
25. 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.
26. 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.
27. 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.
28.
 - 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 any 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 be awarded or 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. 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.
29. 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.
30.
 - A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. 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.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

31. 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. 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 adequate insurance, satisfactory to the Department, for the protection of his employees not otherwise protected.
32. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit. 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. (SWXXX).
33. The Contractor shall provide an irrevocable letter of credit or performance bond in the amount of 50% of the task amount for each specific task assignment. Such instrument shall be provided at the time of submission, by the Contractor, of a signed task assignment notification form and shall remain in force until the task assignment has been completed to the written satisfaction of the Department. If the Contractor fails to provide an irrevocable letter of credit or performance bond, the Department shall pursue contracting waste tire abatement services with another contractor.
34. 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 Exhibit V, Quality Assurance Requirements for Department Contracts.
35.
 - A. The Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Department may determine to be appropriate for the convenience of the Department.
 - B. If the performance of all or any part of the work is suspended, delayed or interrupted for three (3) consecutive days during a task assignment by an act of the Department in administration of a task assignment, by the Department's failure to act within the time specified in this agreement (or if no time is specified, within a reasonable time), or by a force majeure event, the Contractor shall be equitably compensated for non-operational costs associated with maintaining its work force and equipment during the interruption, or at the option of the Department for such similar charges for demobilization and subsequent remobilization as evidenced by a written amendment (task assignment change order form) to the task assignment such costs must be documented by the Contractor). The Department must be notified by Certified Mail, return receipt requested, of the date and time that standby rates begin to apply. However, no adjustments shall be made under this clause for any suspension, delay or interruption to the extent:
 1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
 2. For which an equitable adjustment is provided for or excluded under any other provision of this Contract.
 - B. No Claim for this clause shall be allowed:
 1. For any costs incurred more than twenty (20) days before the Contractor notified the Department in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and
 2. Unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Contract.
36. 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, but is not limited to, 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.
37. 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, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
38.
 - A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor 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.

B. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

39. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State.

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, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The 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, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

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

40. The Contractor, or its subcontractors shall not be regarded as the generator or owner of hazardous waste, waste tires, waste tire materials or other substances unless those wastes were actually generated by the Contractor or its subcontractors or unless the Contractor and the Department specifically agree that the Contractor shall take possession or responsibility for the above referenced materials/wastes.

41. 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, lightning, fire, flood, 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.

42. 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: _____
(Contractor's Signature)

By: _____
Secretary or Designee

Date: _____

Date: _____

DEP Contract Manager

FEID No. _____

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

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

Type	Letter/ Number	Description (include number of pages)
Exhibit	I	Task Assignment Notification Form (2 pages)
Exhibit	II	Task Assignment Change Order Form (1 page)
Exhibit	III	Contract Payment Requirements (1 page)
Exhibit	IV	Subcontractor Utilization Report Form (4 pages)
Exhibit	V	Quality Assurance (15 pages)
Exhibit	*	Scope of Services (See Attachment C of DEP Solicitation No. 2013003C)
Exhibit	**	Rate Schedule (will be based on prices provided by selected contractor on Attachment E of this solicitation).

EXHIBIT I
WASTE TIRE ABATEMENT MANAGEMENT TASK ASSIGNMENT NOTIFICATION

Task Assignment No.: _____ Assigned by: _____

Site Name: _____ Date: _____

Location: _____

DEP Contract Project Manager: *(insert name)*

Address: Florida Department of Environmental Protection
2600 Blair Stone Road, MS4565
Tallahassee, Florida 32399-2400
Phone: *(insert phone number)*
Fax: *(insert fax number)*

DEP Task Project Manager: *(insert name)*
Address: Florida Department of Environmental Protection
2600 Blair Stone Road, MS4565
Tallahassee, Florida 32399-2400
Phone: *(insert phone number)*
Fax: *(insert fax number)*

Contractor's Project Manager: *(insert name)*
Address: *(insert address)*

Phone: *(insert phone number)*
Fax: *(insert fax number)*

Task Description (use additional pages if necessary):

Special Reports or Instructions:

Period of Performance:

Task Assignment Completion Date:

Task Assignment Amount:

Fee Schedule Amount: \$ _____ Fixed Price Amount: \$ _____

Cost Reimbursement Amount (excluding fixed fee): \$ _____

APPROVALS:

_____	Date: _____
DEP Task Project Manager	
_____	Date: _____
DEP Contract Manager	
_____	Date: _____
DEP Cost Center Administrator	

Date: _____

Contractor Representative

List of Attachments to be provided by the DEP:

- _____ SCOPE OF SERVICES (including deliverables & payment schedule)
- _____ Specifications
- _____ Authorization to Enter Property and Begin Work

cc: BS&HW Administrative Assistant
 DEP Project Manager
 Bureau of Finance and Accounting, MS#78 (2 copies)
 Ruth Heggen, Procurement Section, Contracts Office, MS#93

**EXHIBIT II
TASK ASSIGNMENT CHANGE ORDER FORM**

Task Assignment Number: _____ Change Order #: _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager: _____ Phone #: _____

DEP Site #: _____

Site ID/Facility ID: _____

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

CHANGE IN TASK AMOUNT

<i>Item</i>	<i>Cost Reimbursement</i>	<i>Fee Schedule</i>	<i>Fixed Price</i>	<i>Total</i>
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 Assignment Completion date: _____

Task Assignment Completion date prior to this Change Order: _____

Net increase/decrease in task period (days or weeks): _____

Task Assignment Completion Date with all Change Orders: _____

APPROVALS:

DEP Project Manager: _____

DEP Contract Manager: _____

Cost Center Administrator: _____

Contractor Representative: _____

Date

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

EXHIBIT III
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 (March 10, 2011) can be found at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/

EXHIBIT IV

SUBCONTRACTOR UTILIZATION REPORT FROM 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																							
		STATE NON-MINORITY BUSINESS CLASSIFICATIONS						STATE CERTIFIED MBE						STATE REGISTERED MBE			STATE NON-PROFIT MBE ORG								
		NON-MINORITY (A)	SMALL BUSINESS -- STATE (B)	SMALL BUSINESS - FEDERAL- (C)	MINORITY BUSINESS ENTERPRISE - FEDERAL (D)	GOVERNMENTAL AGENCY (E)	NON-PROFIT ORGANIZATION ((F)	P.R.I.D.E. (G)	SERVICE-DISABLED VETERAN (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	SERVICE-DISABLED VETERAN (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	SERVICE-DISABLED VETERAN (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																								

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

		STATE NON-MINORITY BUSINESS CLASSIFICATIONS										STATE CERTIFIED MBE					STATE REGISTERED MBE				STATE NON-PROFIT MBE ORG				
		NON-MINORITY (A)	SMALL BUSINESS - STATE (B)	SMALL BUSINESS - FEDERAL- (C)	MINORITY BUSINESS ENTERPRISE - FEDERAL (D)	GOVERNMENTAL AGENCY (E)	NON-PROFIT ORGANIZATION ((F)	P.R.I.D.E. (G)	SERVICE-DISABLED VETERAN (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	SERVICE-DISABLED VETERAN (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	SERVICE-DISABLED VETERAN (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																								

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

		STATE NON-MINORITY BUSINESS CLASSIFICATIONS				STATE CERTIFIED MBE				STATE REGISTERED MBE				STATE NON-PROFIT MBE ORG													
		NON-MINORITY (A)	SMALL BUSINESS - STATE (B)	SMALL BUSINESS - FEDERAL (C)	MINORITY BUSINESS ENTERPRISE - FEDERAL (D)	GOVERNMENTAL AGENCY (E)	NON-PROFIT ORGANIZATION ((F)	P.R.I.D.E. (G)	SERVICE-DISABLED VETERAN (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	SERVICE-DISABLED VETERAN (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	SERVICE-DISABLED VETERAN (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)		
LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																										

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
Quality Assurance Requirements (Rev. 02/09)

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. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
 - 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 (or analytical technology)/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 DEP contract manager in writing before any change to a sub-contracted laboratory is 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 DEP 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 the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method (or analytical technology)/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed and shall meet the contract specified requirements for precision, accuracy, and the method detection limit (MDL) and/or practical quantitation limit(PQL) 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, 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 DEP 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 the previous six months prior to the submission date.
 - g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) 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 DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).

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

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 31, 2008). The specific standard operating procedures (SOPs) to be used for this Contract 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 DEP contract manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP 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 DEP 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:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
 - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (3) The last time samples are collected for the sample collection matrix.
 - (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
 - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
 - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.

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 DEP contract manager and shall include the following information:
- ▶ **Laboratory sample identification (ID) and associated Field ID**
 - ▶ Analytical/test method
 - ▶ Parameter/analyte 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 measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification 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 type, duplicate type, etc.)
 - ▶ Field and laboratory QC blank results:
 - **Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);**
 - **Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or 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 analyses (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
 - ▶ Acceptance criteria used to evaluate each reported quality control measure
- d. The CONTRACTOR shall ensure that the following field-related information is reported to the DEP 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 DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - 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 measure (e.g., blank contamination, meter calibration failure, split sample results, etc.), unacceptable field measurement or other problems related to the sampling event.
- e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.
- (i) The CONTRACTOR shall submit the data electronically using the following format:

- (ii) The CONTRACTOR shall use the following format for reporting results:
- f. Legal or evidentiary chain of custody, as defined in FD 1000 of the DEP-SOP-001/01 and the NELAC Standards, shall be executed and shall be stipulated in the planning document.

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 by the Department, must provide 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 reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.
- b. PLANNING REVIEW AUDITS –
 - (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, 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 DEP 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 Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.
 - (i) The CONTRACTOR shall ensure that all acceptance and usability criteria required by this Contract not specified above are listed in the planning document.
 - (ii) The CONTRACTOR shall ensure that the results of all quality control measures described above are evaluated according to the acceptance criteria listed in this attachment, the addenda and the planning document.
 - (iii) The CONTRACTOR shall ensure that all sample results are evaluated according to the additional usability criteria specified in the planning document.

6. **PLANNING DOCUMENT**

- a. The CONTRACTOR shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a
 - (i) Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.
 - (ii) Sampling and Analysis Plan (or project proposal). The plan shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02.
 - (iii) Research QA Plan. The plan shall include a detailed project proposal or sampling and analysis plan that discusses the information contained in the document "Requirements for

Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02" and the additional topics specified in Rule 62-160.600, F.A.C.

- 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 DEP 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 the properly identified planning document 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 of any revisions.
- 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 DEP 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 equipment, changes in subcontractor organizations or changes in key personnel occur, the CONTRACTOR shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the CONTRACTOR fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract. These amendments shall be
 - (i) Provided in a new planning document.
 - (ii) Provided as amended sections of the current planning document.
 - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

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(s) 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 DEP contract manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. 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.

8. CONSEQUENCES

- a. Failure to comply with any requirement of this attachment may result in:
 - (i) Immediate termination of the Contract.
 - (ii) Withheld payment for the affected activities.

- (iii) Contract suspension until the requirement(s) has been met.
- (iv) A request to refund already disbursed payments.
- (v) A request to redo work affected by the non-compliant activity.
- (vi) Other remedies available to the Department.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Addendum 1

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 samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Contract for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - b. After the first 20 samples from the sample collection matrix have been analyzed, at least one matrix spike and either laboratory duplicates or matrix spike duplicates shall be composed using a sample or samples selected from each additional 20 samples of the sample collection matrix submitted to the laboratory.
 - c. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - d. Spike levels must be at the concentrations specified in item 3 below.
 - e. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as 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. The acceptance criteria for the LCS shall be specified in the planning document.
 - b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
 - a. Analysis of a QCCS is required for but not limited to the following analyses:
 - (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
 - (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
 - (iii) Copper in seawater – the QCCS shall be any seawater-matrix SRM assayed by an organization external to the laboratory.
 - b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, 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 (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
 - b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.

- a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
 - a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the CONTRACTOR shall ensure that the following requirements are met:
 - a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
 - b. Initial Calibration Requirements
 - (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.
 - (ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
 - (iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.
 - (iv) 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. Standards must have been prepared from a different lot or vendor.
 - (v) The acceptance criteria for second-source verifications shall be specified in the planning document.
 - (vi) Sample analysis cannot proceed if an initial calibration is unacceptable.
 - c. 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) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.
 - (iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified 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 of the PQL check.
 - (v) If continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.
 - d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.
8. Quality Control Blanks
 - a. If a Contracted analyte is detected in any analytical QC 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 sample concentrations are at least 10 times higher than the calculated QC blank concentration.
 - b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.
 - c. If a Contracted 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 concentration

results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.

9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration 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 listed in Chapter 62-160, F.A.C. must be identified and defined in the report.
10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.
11. 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

Addendum 2
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. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods, section 9020* (all acceptable editions)
2. Holding Times – Any sample that exceeds the holding time specified in 40 CFR Part 136 (for non-potable water) or 40 CFR Part 141 (for drinking water compliance) must be appropriately qualified with a "Q". The holding begins with the sample collection date and time and ends with the date and time of the placement of the processed sample into or on the applicable growth medium.
 - a. For non-potable water, the maximum transport time to the laboratory is 6 hours and samples should be processed within 2 hours of receipt at the laboratory. **For purposes of contractual services and to determine compliance with this requirement, the Department will allow no greater than 6 hours from time of collection to the time of receipt by the laboratory AND no greater than 8 hours from time of collection to the placement of the processed sample into or on the applicable growth medium**
 - b. All samples that are either received after 6 hours **OR** placed into or on growth medium after 8 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
 - (i) All samples that exceed the method-specified incubation period (range of minimum to maximum) shall be qualified with a "J" qualifier.
 - c. For drinking water compliance, the time from sample collection to placement of the processed sample into or on the applicable growth medium may not exceed 30 hours.
 - (i) All samples that are processed after 30 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
 - (ii) All samples that exceed the method-specified incubation period (range of minimum to maximum hours) shall be qualified with a "J" qualifier.
 - d. In order to evaluate the holding time for each sample, the following information shall be documented.
 - (1) Date and time of sample collection
 - (2) Date and time of laboratory receipt of the sample
 - (3) Date and time the analysis begins – (The time at which the sample is placed in or on the appropriate media for incubation).
 - (4) Date and time incubation begins
 - (5) Date and time analysis ends - The date and time incubation ends and plates/tubes are read.
3. Dilutions for membrane filter analysis - In order to achieve the recommended range of target organisms (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli), multiple dilutions of a sample must be run. While the general history of a sample site may be well known, the water will be influenced by many environmental factors at any one time.
 - a. **A minimum of 3 dilutions will be run for each sample analysis (except blanks).** The three dilution volumes may vary according to the range of expected values or an understanding of the environmental conditions at the time of sampling. Waters of a higher quality (low microbial density) may benefit from a dilution series of 100 mL, 50 mL, and 25 mL of sample volume, whereas, lower quality waters (high microbial density) might require only 10 mL, 1.0 mL, and 0.1 mL. Use a 100 mL dilution for all blanks (including field and equipment blanks). Table 1 provides suggested volumes for varying water sources and has been adapted from Table 9222:III, *Standard Methods*, 20th Edition, and can be used for microbiological samples:

Table 1: Suggested sample dilutions	
Water source	Dilutions (Sample Volume, mL)
Equipment, field blanks	100
Lakes, reservoirs, rivers	100, 50, 10 or 50, 10, 25
Wells, springs	100, 50, 10 or 100, 50, 25
Water supply intake	50, 10, 1
Natural bathing waters	50, 10, 1
Sewage treatment plant	10, 1, 0.1
Farm ponds, rivers	1, 0.1, 0.01
Stormwater runoff	1, 0.1, 0.01
Raw municipal sewage	0.1, 0.01, 0.001
Feedlot runoff	0.1, 0.01, 0.001
Sewage sludge	0.01, 0.001, 0.0001

4. **QUALITY CONTROL BLANKS**

- a. The number and types of blanks to be run shall follow method requirements with these modifications:
 - (i) If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank processed within a time period not to exceed 30 minutes. The environmental field samples shall be filtered after the beginning blank and before the ending blank.
 - (ii) If filtration funnels are not sanitized by U light between samples, additional sterility blanks shall be filtered after every 10 samples processed within the 30-minute set
- 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. (“V” for filtration blanks and “J” for field-generated blanks).

5. **Laboratory Quality Control Duplicates**

- a. At least 10% of the samples (or one per test run) shall be duplicated.
- b. All duplicate results shall be evaluated per method specifications using the precision criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
- c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.

6. **Colony Counts**

- a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
- b. The laboratory shall make every attempt to ensure that colony counts are in the method-specified ideal range (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli). Reported values from colony plate counts outside this range shall be qualified with a “B” (unless the reported value is from a 100 mL sample and the count is less than 20).
- c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as “estimated”.

7. **Calculating Raw Data for Final Reporting** - Standard Methods and EPA Methods offer slightly differing guidance on the calculation and reporting of microbiological data. Although this guidance is

not intended to capture every scenario possible in the calculation and reporting of the test data, the most common scenarios are discussed with the emphasis on reporting the data result, the dilution factor, and the data qualifier. For detailed discussions on additional scenarios, see the applicable method.

a. Interpretation of Standard Methods and EPA Method calculations:

$$\text{CFU/100 mL} = \frac{C \times 100}{V}$$

Where,

CFU/100 mL = Number of enterococci or fecal coliform colony forming units per 100 mL of sample.

C = Total number of positive colonies counted on all acceptable dilutions.

V = Total volume, equal to the sum of all acceptable dilutions (sample volumes used), in mL

- (i) When one dilution in a series has a count within the ideal CFU range (see above):
 - (a) Use the count from the dilution that is within range to calculate the final result in the equation above.
- (ii) When more than one dilution in a series has an acceptable count within the ideal range use the applicable method below. Since this calculation is not a laboratory sample replicate, do not use an "A" qualifier.
 - (1) Standard Methods - Use the sum of all dilutions within the ideal range and the sum of the counts from all dilutions in the ideal range in the equation above.
 - (2) EPA Methods - Independently calculate a final value for each dilution within the ideal range in the equation above and report the average of these values.
- (iii) When no dilutions fall within the ideal range:
 - (1) For both methods: A "B" qualifier is not required if all dilutions were less than the lower acceptable limit (20 CFUs), and one of the dilutions was 100 mL. For this situation, report the calculated value from the 100 mL dilution without a "B".
 - (2) Standard Methods - Use the sum of all dilutions in the equation to calculate the final result. Include dilutions that have a zero count. Report the final result with a "B" qualifier.
 - (3) EPA Methods:
 - (a) If all counts are under the lower acceptable limit (20 CFUs) or are both above and below the limit, choose the dilution with the count that is closest to the ideal range to calculate final result and report with a "B" qualifier.
 - (b) If all counts are above the upper acceptable limit (60 or 80 CFUs), use the dilution with the smallest volume filtered to calculate final result and report with a "B" qualifier.
- (iv) If counts from all dilutions are zero:
 - (1) For both methods - Use "1" as the total number of colonies counted and use only the highest filtration volume as total volume in the equation above to calculate final result. Report with a "U" qualifier.
- (v) If there are >200 target colonies in all dilutions:
- (vi) For both methods - Use the upper limit of the ideal range (60 or 80) and the smallest filtration volume in mL to calculate an estimated final result. Report with a "Z" qualifier.
- (vii) If there are >200 non-target colonies, or if the colonies are not distinct enough to count (confluent growth) in all dilutions:
 - (1) For both methods - Report as "No Result" with a "Z" qualifier.

8. Use of Dilution Factor (DF) field

a. Use the following equation to determine dilution factor for all samples:

$$\text{DF} = \frac{100}{V}$$

Where,

DF = Dilution Factor

V = Total volume (sum of dilutions in mL used in final calculation)

9. Verification

a. Frequency

- (i) Independently verify at least 10 isolated colonies from a positive sample per month.

- (ii) Verify atypical colonies of different morphological types to check for false negatives.
 - (iii) Also, verify any ambiguous colonies as needed.
- b. Procedure
- (i) Use aseptic techniques to transfer growth from each colony into individual tubes. For 10 colonies, there should be 10 tubes total, for each verification test media.
 - (ii) See Table 2 for the method requirements for fecal coliform and Enterococci. Follow the method requirements for all others.

Method	Verify with the following:					
Enterococci EPA 1600	<u>BHI Agar Slant</u>	<u>BHI</u>	<u>Gram stain</u>	<u>BHI</u>	<u>BEA</u>	<u>BHI w/6.5% NaCl</u>
	35 ± 0.5°C 48 ± 3 h (use growth for gram staining)	35 ± 0.5°C 24 ± 2 h (turbidity)	(gram positive cocci)	45 ± 0.5°C 48 ± 3 h (turbidity)	35 ± 0.5°C 48 ± 3 h (growth w/ black/brown precipitate)	35 ± 0.5°C 48 ± 3 h (turbidity)
Fecal Coliforms SM9222D	<u>LTB</u>	<u>EC</u>				
	35 ± 0.5°C 48 ± 3 h (turbidity and gas)	44.5 ± 0.2°C 24 ± 2 h (turbidity and gas)				

The response bolded in parentheses indicate the positive result for each test.

- c. Reporting
- (i) Adjust colony counts for the original positive sample based on percent of colonies verified positive.
 - (1) For example: A sample dilution has a colony count of 30 fecal coliforms. Ten of these positive blue colonies were used in the verification tests, but only 8 verified positive for both EC and LTB. This means only 80% were verified positive and therefore the final count of 30 is adjusted by 80% to 24 colonies.
 - (ii) For verified samples, report as “Verified” in the comment field.
10. Data Qualifier Codes - The use of Data Qualifier Codes is not discussed in the methods, but the Department’s QA-Rule 62-160 F.A.C. requires that data qualifiers be used when the data is being submitted to the State. The purpose of the Data Qualifier Codes is to communicate the reliability of the reported data to the consumer. Table 3 identifies those Data Qualifier codes that are generally associated with microbiological data reporting. Others may apply. The laboratory must apply any applicable data qualifiers as listed in Table 1 of the Quality Assurance Rule (62-160, F.A.C.)
- a. Any data point which is derived from any analysis other than the direct calculation of the number of colonies on a membrane filter that were within the recommended range of the method must be qualified with one or more of the Data Qualifier Codes listed below.
 - b. Any result associated with a failed QC test must be reported with applicable data qualifiers.
 - c. Any result that is associated with a failure to meet test requirements (e.g., holding time, incubation time, etc.) shall also be qualified with applicable data qualifiers.
 - d. Failure to report data with appropriate data qualifier codes will be returned to the laboratory without payment for services until corrections are made.

Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier			62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)		
A	Rule	Value reported is the arithmetic mean (average) of two or more determinations. This code shall be used if the reported value is the average of results for two or more discrete and separate samples. These samples shall have been processed and analyzed independently. Do not use this code if the data are the result of replicate analysis on the same sample aliquot, extract or digestate.			
	Contract Requirement	<i>Two or more replicates of the same volume of sample are run and the data averaged.</i>			
B	Rule	Results based upon colony counts outside the acceptable range. This code applies to microbiological tests and specifically to membrane filter colony counts. The code is to be used if the colony count is generated from a plate in which the total number of coliform colonies is outside the method indicated ideal range. This code is not to be used if a 100 mL sample has been filtered and the colony count is less than the lower value of the ideal range.			
	Contract Requirement	<i>Based on colony counts outside the method specified range of 20 – 60 colonies per membrane filter. This code is not required if a 100 mL sample has been run, the density reported is below 20 and only this sample value was reported.</i>			
J	Rule	Estimated value. A “J” value shall be accompanied by a detailed explanation to justify the reason(s) for designating the value as estimated. Where possible, the organization shall report whether the actual value is estimated to be less than or greater than the reported value. A “J” value shall not be used as a substitute for K, L, M, T, V, or Y, however, if additional reasons exist for identifying the value as an estimate (e.g., matrix spiked failed to meet acceptance criteria), the “J” code may be added to a K, L, M, T, V, or Y. Examples of situations in which a “J” code must be reported include: instances where a quality control item associated with the reported value failed to meet the established quality control criteria (the specific failure must be identified); instances when the sample matrix interfered with the ability to make any accurate determination; instances when data are questionable because of improper laboratory or field protocols (e.g., composite sample was collected instead of a grab sample); instances when the analyte was detected at or above the method detection limit in a blank other than the method blank (such as calibration blank or field-generated blanks and the value of 10 times the blank value was equal to or greater than the associated sample value); or instances when the field or laboratory calibrations or calibration verifications did not meet calibration acceptance criteria.			
	Contract Requirement	<i>In addition to the above examples, other “J” code situations are: quality control duplicate failures, ongoing precision recovery (OPR) spike failures, matrix spike failures, incubation period or temperature failures, other QC check failures.</i>			
O	Rule	Sampled, but analysis lost or not performed.			
	Contract Requirement	<i>Sample taken but analysis lost, invalidated, or not performed.</i>			
Q	Rule	Sample held beyond the accepted holding time. This code shall be used if the value is derived from a sample that was prepared or analyzed after the approved holding time restrictions for sample preparation or analysis.			

Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier	62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)	
	<i>Contract Requirement</i>	<i>Sample received after 6 hours OR analyzed beyond 8 hours.</i>
U	Rule	Indicates that the compound was analyzed for but not detected. This symbol shall be used to indicate that the specified component was not detected. The value associated with the qualifier shall be the laboratory method detection limit. Unless requested by the client, less than the method detection limit values shall not be reported (see "T" above).
	<i>Contract Requirement</i>	<i>Organism was analyzed for but not detected.</i>
V	Rule	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value. Note: unless specified by the method, the value in the blank shall not be subtracted from associated samples.
	<i>Contract Requirement</i>	<i>Analyte was detected in both samples and method blank. Use this code when the sample result is less than or equal to 10 times the value of the blank. Do not subtract the value of the blank from the sample result.</i>
Y	Rule	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.
Z	Rule	Too many colonies were present for accurate counting. Historically, this condition has been reported as "too numerous to count" (TNTC). The "Z" qualifier code shall be reported when the total number of colonies of all types is more than 200 in all dilutions of the sample. When applicable to the observed test results, a numeric value for the colony count for the microorganism tested shall be estimated from the highest dilution factor (smallest sample volume) used for the test and reported with the qualifier code.;
	<i>Contract Requirement</i>	<i>Colonies on plate too numerous to count (TNTC). Results shall be reported as the maximum recommended count of typical target colonies (60 CFU /lowest volume used x 100 mL). If atypical, non-target, spreading colonies or other interferences occur where typical target organisms cannot be determined, report "No Result" in the results column and "Z" in the Data Qualifier column.</i>

ATTACHMENT K

CERTIFICATION OF DRUG-FREE WORKPLACE

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

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

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

(Signature)

(Type Name)

(Firm Name)

(Address)

(City, State Zip)