

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
Contamination Assessment/Remediation Services

DOT-RFP-20-1115-JA

CONTACT FOR QUESTIONS:

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Bartow, FL 33830

State of Florida
Department of Transportation
District One Procurement Office
801 North Broadway Avenue
Bartow, FL 33830

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (863) 519-2661 OR E-MAIL TO D1-Purchasing@dot.state.fl.us

RFP Number: DOT-RFP-20-1115JA

Title: Contamination Assessment/ Remediation Services

Proposal Due Date & Time (On or Before): March 5, 2020 @ 9:00 a.m.

Proposal Opening Date & Time: March 5, 2020 10:00 a.m.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at **863-519-2661**, or by e-mail to D1-Purchasing@dot.state.fl.us

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____

Contact Person: _____

E-Mail Address: _____

For further information on this process, e-mail or telephone: John Albers, D1-Purchasing@dot.state.fl.us
Phone: 863-519-2581

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
 Vendor FEIN: _____
 Vendor's Authorized Representative Name and Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____
 Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

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

Certified By: _____
 who is authorized to sign on behalf of the above referenced company.
 Authorized Signature Print Name and Title: _____
 Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

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3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: **BID SHEET (Invitation to Bid - ITB)
PRICE PROPOSAL (Request for Proposal - RFP)
REPLY (Invitation to Negotiate - ITN)**

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # _____**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE subcontractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

EXHIBIT "C"
Price Proposal
DOT-RFP-20-1115JA
CONTAMINATION ASSESSMENT / REMEDIATION SERVICES PRICE PROPOSAL

INSTRUCTIONS TO BIDDERS:

The Contractor/Consultant shall provide environmental services rates on the forms provided. This section shall not be used as a supplement for providing additional information other than that related to cost or price of services. All information and data shall be specific and complete to support the Contractor/Consultant's cost estimates and eliminate subsequent requests for additional information. Daily costs or prices shall reflect an eight (8) hour day, exclusive of mobilization.

- A) The rates provided should include all relevant cost and pricing data. Cost and pricing data refers to all available facts which might reasonably be expected to affect price.

- B) Straight time hourly labor rates and overtime hourly labor rates for personnel classifications anticipated to be utilized for the tasks described shall be provided for the twenty-four (24) months of the basic contract period and the three (3) yearly renewal periods. Overtime shall be based upon hours accumulated under this contract only. Overtime consists of necessary work greater than 40 hours in a given week. It is expected that overtime would rarely occur and only if necessary to accomplish specific tasks that cannot be delayed. Department approval is required prior to performing overtime work.

- C) All items and rates noted in this contract will be invoiced at the rate provided herein, unless approved by the Department prior to performing the work.

- D) All available equipment and facilities that would be covered under the contract provisions shall be itemized with price quotes on a daily and/or weekly basis as indicated. Expenses to be incurred from equipment use, maintenance, or calibration (including calibration gases), shall be included in the unit price for the item. Fuel costs are included in equipment rates, unless unusual or extraordinary circumstances justify compensation for fuel separately. This will be determined solely at the discretion of the Department. Justification and prior approval by the Department must be obtained for fuel costs. Equipment not identified in the cost and price proposal cannot be used without prior approval of the Department. Approval shall not be given

until the Contractor/Consultant has provided all necessary documentation to satisfy the Department that the unit prices are fair and reasonable. The Department may request quotes and require the use of the lowest quote for any item listed.

- E) For any item used for only 1/2 a day, only 1/2 the daily rate will be paid, unless there is a specific item for the 1/2 day rate. Costs for equipment needed for one month (four complete weeks) or more will be charged the weekly rate multiplied by four for each complete month that it is needed.
- F) Analytical costs will be identified by class of pollutants and EPA test methods. Indicate costs for Standard and percentage cost increase for Rush (Expedited) turn-around times.
- G) All sampling will be performed in accordance with Florida Department of Environmental Protection (FDEP) standard operating procedures and sampling protocols. If FDEP does not have sampling protocols for an item, other appropriate regulatory agency, industry group or standards organization standards will be followed. FDEP's Groundwater Sampling Log form will be completed for all groundwater samples. Report tables and figures will follow FDEP's standard formats.
- H) Any necessary decontamination of equipment is to be included in the rate for that equipment; i.e., there shall be no separate charges for personnel time, laboratory detergent, distilled water, hexane, ethanol, isopropanol, brushes, pails, etc.
- I) The cost of incidental items (e.g. ball point pens, felt markers, string/twine/line, Teflon tape, water, ice, drinks, etc.) not listed in the cost and price proposal shall be included in the unit prices for associated items or labor classifications which are listed. The unit cost for field personnel will include at least Level D personal protective equipment, if required. This includes chemical resistant steel toe and shank boots/shoes, safety glasses, hard hat, escape mask and face shield.
- J) The Department will not pay for any additional mobilization costs or fees above the mobilization unit cost, regardless of the origination of personnel or equipment. Any additional cost will be at the Contractor/Consultant's own expense.
- K) Equipment standby charges will be assessed at 50% of the Service Rate referenced within Exhibit "C". Equipment which has been mobilized by the Contractor/Consultant to a project location and will be inactive for a period of time, may be placed on standby **only** with prior approval of

the Department. The cost advantage to the Department of standby status versus demobilization and later remobilization of equipment will be the basis for approval of standby status. If standby charges are not approved by the Department, the equipment will be demobilized by the Contractor/Consultant and returned to the Contractor/Consultant's facilities.

- L) It is expected that the minimum personnel and items required to perform the tasks shall be utilized to complete contracted tasks unless otherwise approved by the Department prior to performing the task. If additional personnel and/or items can be utilized to provide an overall cost savings to the Department, a comparison of these costs and recommendation will be provided in the Work Plan Cost Estimate. Invoicing for items such as multiple trucks when employees could ride together will not be approved without justification and prior approval by the Department.
- M) The Department will have final authority to decide the appropriate classification level of personnel for any task. If the Department determines that a lower personnel classification is appropriate for a task, the lower personnel classification is the only personnel classification that can be invoiced, regardless of the classification of personnel performing the task. The predominant labor classification performing field related activities, such as soil and groundwater sampling and well installation, shall be a Field (Staff) Geologist / Hydrogeologist / Engineer / Scientist. The Department has the right to require a lower labor classification when deemed appropriate. If a lower classification is required by the Department, only the rate for this classification will be paid, regardless of the level of the personnel performing the work.
- N) Each Work Plan Cost Estimate shall include a task-by-task cost breakdown utilizing a format acceptable to the Department. All additional items not included in the original Work Plan Cost Estimate must be approved by the Department, even if the overall costs are to remain below the maximum limiting fee of the original Work Plan Cost Estimate.
- O) All subcontracted items or services exceeding \$2,500.00 require a minimum of two (2) written quotes. The lowest bid will be used unless circumstances warrant otherwise, as determined by the Department. The Department reserves the right to request additional quotes at its sole discretion.
- P) Unit Costs for work plan cost estimates, reports and invoices include all quality assurance, quality control and any other reviews prior to submittal, all corrections and changes requested by the Department and all report preparation, compilation and mailing costs. Exceptions may be granted solely at the discretion of the Department. All reports will be submitted electronically for both the draft and final versions, unless specified otherwise by the

Department. The cover or first page of all draft reports will be clearly marked "Draft". Consultant logos are prohibited on all reports and forms. When warranted or required, technical reports, forms and other items will be signed and sealed by an appropriately licensed professional. All reports, forms and any other items that will be submitted to regulatory agencies shall meet all requirements of the regulatory agency. The Contractor/Consultant will provide to FDOT any and all revisions, comments and clarifications requested by any regulatory agency.

Q) All Contractor/Consultant personnel and all subcontracted personnel will have all appropriate training, certifications and personal protective equipment for the work they are performing. Certifications include but are not limited to OSHA HAZWOPER certification, asbestos inspector certification, asbestos abatement contractor license and any other professional certifications required for the work performed. Documentation of training and certifications shall be provided upon request by the Department.

R) Cost and price of services must be presented in this format.

NOTE: ALL BLANK UNIT RATES ON THE PRICE PROPOSAL MUST BE FILLED IN. IF ANY UNIT RATES ARE LEFT BLANK OR MARKED N/A, THE ENTIRE PACKAGE SHALL BE CONSIDERED NON-RESPONSIVE.

Exhibit C- Price Proposal
 DOT-RFP-20-1115JA
 District-wide Contamination/Remediation Services

Item #	PERSONNEL	Rate
1	Contract Manager	
2	Project Hydro / Geologist / Engineer / Scientist	
3	Project Hydro / Geologist / Engineer / Scientist (OT)	
4	Field (Staff) Geologist / Hydrogeologist / Engineer / Scientist	
5	Field (Staff) Geologist / Hydrogeologist / Engineer / Scientist (OT)	
6	Technician	
7	Technician (OT)	
8	Health and Safety Officer	
9	Asbestos Supervisor	
10	Asbestos Inspector	
11	Asbestos Inspector (OT)	
12	Accountant	
13	Clerical / Word Processor	
14	Clerical / Word Processor (OT)	
15	Drafter / CAD / GIS Specialist	
16	Drafter / CAD / GIS Specialist (OT)	
17	Response Manager / Site Supervisor / Field Forman	
18	Response Manager / Site Supervisor / Field Forman(OT)	
19	Equipment Operator / Heavy Truck Driver	
20	Equipment Operator / Heavy Truck Driver (OT)	

UNIT COSTS

21	Mobilization/Demobilization (1 person)	
22	Mobilization/Demobilization (2 person)	
23	Work Plan & Cost Estimate Base: Up to 5 sites	
24	Work Plan & Cost Estimate Additional Unit or Amendments: Per Site	
25	Initial Project Setup Unit	
26	Health & Safety Plan	
27	ACM-MBC Base Survey Report: Single Span or Bridge Pair, Up to 30 HSAs	
28	ACM-MBC Report Additional Site Unit: Single Bridge or Bridge Pair, or up to 30 additional HSAs	
29	ACM-MBC Base Abatement Summary Report: Single Site	
30	ACM-MBC Additional Unit Abatement Summary Report (per site, added to base report)	
31	Level 2 Impact to Construction Assessment Base Report: Single Site	
32	Level 2 Impact to Construction Assessment Report, Each Additional Site Unit	
33	Level 3 Summary Report (Single Site)	
34	Level 3 Summary Additional Site Unit (per site, added to Base Report)	
35	Tank Closure Assessment Report (TCAR): "Full" Sampling Required	
36	Limited Closure Summary Report: no analytical sampling	
37	Well Abandonment Report	
38	Emergency Response Report	
39	Source Removal Report	
40	Discharge Monitoring Report	
41	Lane Closure Analysis with Recommendations	
42	Invoice Packet Field Activities	
43	Invoice Packet Office Activities	

Equipment

MISCELLANEOUS TOOLS & EQUIPMENT

44	Field Vehicle: Pickup/Van/Car (personnel transport):1/2-Day	
45	Field Vehicle: Pickup/Van/Car (personnel transport): Day	
46	Field Vehicle: Pickup/Van/Car (personnel transport): Week	
47	Traffic Cones, each: Day	
48	Traffic Cones, each: Week	
49	"Smart" phone with camera: Day	
50	"Smart" phone with camera: Week	
51	Computer, Portable PC: Day	
52	Computer, Portable PC: Week	
53	Hand Tools (shovels, rakes, post hole digger, hammers, screwdrivers, pliers, brooms, trowel, etc.): Day	
54	Hand Tools (shovels, rakes, post hole digger, hammers, screwdrivers, pliers, brooms, trowel, etc.): Week	
55	Concrete Coring Machine / Core Drill (incl. bit and wear): Day	
56	Concrete Coring Machine / Core Drill (incl. bit and wear): Week	
57	Concrete Saw (Hand held): Day	
58	Concrete Saw (Hand held): Week	
59	Jack Hammer, (includes hose and chisel point): Day	
60	Jack Hammer, (includes hose and chisel point): Week	
61	Chain Saw: Day	
62	Chain Saw: Week	
63	Portable Radio: Day	
64	Portable Radio: Week	
65	Barricades, Type I, II, VP (including light): Day	
66	Barricades, Type I, II, VP (including light): Week	
67	Barricades, Type III (including light): Day	
68	Barricades, Type III (including light): Week	
69	Construction Signs, each: Day	
70	Construction Signs, each: Week	
71	GPS Unit: Day	
72	GPS Unit: Week	
73	Ground Penetration Radar (GPR) including Operator: Day	
74	Ground Penetration Radar (GPR) including Operator: Week	
75	Portable Toilet: Day	
76	Portable Toilet: Week	
77	Ripper / Nibbler (for tank removals): Day	
78	Ripper / Nibbler (for tank removals): Week	
79	Pressure Washer – up to 3,000 psi: Day	
80	Pressure Washer – up to 3,000 psi: Week	

PERSONAL PROTECTIVE EQUIPMENT

81	Health & Safety Station: H&S Plan, Eye Wash, First Aid Kit, Fire Ext.: Day	
82	Health & Safety Station: H&S Plan, Eye Wash, First Aid Kit, Fire Ext.: Week	
83	Self Contained Breathing Apparatus: Day	
84	Self Contained Breathing Apparatus: Week	
85	Full-Face Respirator, w/cartridges: Day	
86	Full-Face Respirator, w/cartridges: Week	
87	Air Monitoring Pump (Personal): Day	
88	Air Monitoring Pump (Personal): Week	
89	Air Monitoring, detection Pump with Tubes: Day	
90	Air Monitoring, detection Pump with Tubes: Week	
91	Chest Waders: Day	
92	Chest Waders: Week	
93	Portable Shower: Day	
94	Portable Shower: Week	
95	Overshoes/Overboots: Day	
96	Overshoes/Overboots: Week	

WELL INSTALLATION / SAMPLING / ABANDONMENT

97	GW Well Installation Kit (1 person): Water Level Indicator (WLI), pump, tubing, gloves (sampling, cloth & leather), trash bags, PPE, GPS: 1/2 Day	
98	GW Well Installation Kit (1 person): WLI, pump, tubing, gloves (sampling, cloth & leather), trash bags, PPE, GPS: Day	
99	GW Well Installation Kit (1 person): WLI, pump, tubing, gloves (sampling, cloth & leather), trash bags, PPE, GPS: Week	
100	GW Sampling Kit (1 person) – meters, WLI, pump, tubing, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS: 1/2 Day	
101	GW Sampling Kit (1 person) – meters, WLI, pump, tubing, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS: Day	
102	GW Sampling Kit (1 person) – meters, WLI, pump, tubing, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS: Week	
103	Well or Piezometer Abandonment Kit (1 person): WLI, hand tools, trash bags, gloves (sampling, cloth & leather), PPE, resurface: 1/2 Day	
104	Well or Piezometer Abandonment Kit (1 person): WLI, hand tools, trash bags, gloves (sampling, cloth & leather), PPE, resurface: Day	
105	Well or Piezometer Abandonment Kit (1 person): WLI, hand tools, trash bags, gloves (sampling, cloth & leather), PPE, resurface: Week	

SOIL, GAS & ASBESTOS SAMPLING

106	Soil Sampling Kit (1 person): hand auger, jars, foil, bowls, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS: 1/2 Day	
107	Soil Sampling Kit (1 person): hand auger, jars, foil, bowls, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS: Day	
108	Soil Sampling Kit (1 person): hand auger, jars, foil, bowls, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS: Week	
109	Hand Auger (with Extensions): Day	
110	Hand Auger (with Extensions): Week	
111	Organic Vapor Analyzer (OVA) w/ FID or PID: Day	
112	Organic Vapor Analyzer (OVA) w/ FID or PID: Week	
113	4-gas Meter (LEL Meter - for tank removal, etc.): Day	
114	4-gas Meter (LEL Meter - tank removal, etc.): Week	
115	CO2 Meter (for tank removal): Day	
116	CO2 Meter (for tank removal): Week	
117	Metal Detector: Day	
118	Metal Detector: Week	
119	Radiation Detector (pCi/L of Radon): Day	
120	Radiation Detector (pCi/L of Radon): Week	
121	Asbestos & Metals Based Coatings Sampling Kit (1 person): hand tools, sample containers, trash bags, gloves (sampling, cloth & leather), safety glasses, all other PPE: Day	
122	Asbestos & Metals Based Coatings Sampling Kit: (1 person): hand tools, sample containers, trash bags, gloves (sampling, cloth & leather), safety glasses, all other PPE: Week	

DUMP TRUCKS, WATER TANKER, TRAILER

123	Off-Road Dump Truck, Mini-dump: Day	
124	Off-Road Dump Truck, Mini-dump: Week	
125	Off-Road Dump Truck, 10-14 Cu. Yd.: Day	
126	Off-Road Dump Truck, 10-14 Cu. Yd.: Week	
127	Off-Road Dump Truck, 14-20 Cu. Yd.: Day	
128	Off-Road Dump Truck, 14-20 Cu. Yd.: Week	
129	Off-Road Dump Truck, 20-25 Cu.Yd.: Day	
130	Off-Road Dump Truck, 20-25 Cu.Yd.: Week	
131	Water Tanker, up to 4,000 gal. capacity (watering sod/vegetation or dust control): Day	
132	Water Tanker, up to 4,000 gal. capacity (watering sod/vegetation or dust control): Week	
133	Trailer, Storage: Day	
134	Trailer, Storage: Week	

RECOVERY & TREATMENT EQUIPMENT

135	Carbon Filter Cell – Liquid Phase up to 4,000 Lbs. Capacity: Day	
136	Carbon Filter Cell – Liquid Phase up to 4,000 Lbs. Capacity: Week	
137	Carbon Filter Cell – Liquid Phase up to 6,000 Lbs. Capacity: Day	
138	Carbon Filter Cell – Liquid Phase up to 6,000 Lbs. Capacity: Week	
139	In-Line (Bag) Filter Housing Apparatus: Day	
140	In-Line (Bag) Filter Housing Apparatus: Week	

CONSTRUCTION / EXCAVATION EQUIPMENT

141	Backhoe: Day	
142	Backhoe: Week	
143	Excavator, "Mini" up to 20K Lbs: Day	
144	Excavator, "Mini" up to 20K Lbs: Week	
145	Excavator, 20K-50K Lbs: Day	
146	Excavator, 20K-50K Lbs: Week	
147	Excavator, 50K-70K Lbs: Day (Capable of UST Removal)	
148	Excavator, 50K-70K Lbs: Week (Capable of of UST Removal)	
149	Excavator, 70K-90K Lbs: Day	
150	Excavator, 70K-90K Lbs : Week	
151	Hydraulic 'Thumb' Attachment - on excavator bucket: Day	
152	Hydraulic 'Thumb' Attachment - on excavator bucket: Week	
153	Bobcat / Skidsteer: Day	
154	Bobcat / Skidsteer: Week	
155	Loader, up to 2 Cubic Yards Bucket: Day	
156	Loader, up to 2 Cubic Yards Bucket: Week	
157	Loader, up to 3 Cubic Yards Bucket: Day (Soil Load Outs)	

158	Loader, up to 3 Cubic Yards Bucket: Week (Soil Load Outs)	
159	Loader, up to 4.5 Cubic Yards Bucket: Day	
160	Loader, up to 4.5 Cubic Yards Bucket: Week	
161	Roller / Compactor, 3-ton: Day	
162	Roller / Compactor, 3-ton: Week	
163	Roller / Compactor, 5-ton: Day	
164	Roller / Compactor, 5-ton: Week	
165	Vibratory Plate Compactor (walk behind): Day	
166	Vibratory Plate Compactor (walk behind): Week	
167	Jumping Jack Tamper: Day	
168	Jumping Jack Tamper: Week	

LIGHTS, GENERATORS, COMPRESSION, WATER, & PUMPING

169	Generator, up to 5KW: Day	
170	Generator, up to 5KW: Week	
171	Air Compressor, 100 to 200 CFM (w/ hose and dryer): Day	
172	Air Compressor, 100 to 200 CFM (w/ hose and dryer): Week	
173	Boat, two person minimum capacity, 10 foot to 20 foot, with motor, trailer & all safety equipment: Day	
174	Boat, two person minimum capacity, 10 foot to 20 foot, with motor, trailer & all safety equipment: Week	
175	Discharge Hose, 3 inch x 50-ft: Day	
176	Discharge Hose, 3 inch x 50-ft: Week	
177	Suction Hose, 3 inch x 20', w/ camlock fittings: Day	
178	Suction Hose, 3 inch x 20', w/ camlock fittings: Week	
179	3" Trash Pump: Day	
180	3" Trash Pump: Week	
181	6" Vacuum Assist Dewatering Pump (for a Well Point System):Day	
182	6" Vacuum Assist Dewatering Pump (for a Well Point System): Week	
183	Flow Meter (any size): Day	
184	Flow Meter (any size): Week	

EXPENDABLES

185	Sampling Gloves Per Pair (typical soil/gw sampling) Nitrile	
186	Sampling Gloves, Box of 100, (typical soil/gw sampling) Nitrile	
187	PVC Gloves (Pair)	
188	Cloth Gloves (Pair)	
189	Acid Gloves (Pair)	
190	Leather Gloves (Pair)	
191	Trash Bags, Per Box (typical)	
192	Sample Filters, liquid (for dissolved metals, up to 1um)	
193	Duct Tape (per roll)	
194	Visqueen (20-ft by 100-ft roll)	
195	1" Diameter PVC Well Screen (0.010 Slot) 5 foot section	
196	1" Diameter PVC Well Riser 5 foot section	
197	1" Diameter PVC Well Point & Cap	
198	1.5" Diameter PVC Well Screen (0.010 Slot) 5 foot section	
199	1.5" Diameter PVC Well Riser 5 foot section	
200	1.5" Diameter PVC Well Point & Cap	
201	2" Diameter PVC Well Screen (0.010 Slot) 5 foot section	
202	2" Diameter PVC Well Riser 5 foot section	
203	2" Diameter PVC Well Point & Cap	
204	Well Sock (per 5 foot section)	
205	Vinyl Shoe Covers (pair)	
206	Respirator Cartridges, organic vapor (pair)	
207	Respirator Cartridges, acid gas (pair)	
208	Respirator Cartridges, organic vapors & acid gas (pair)	
209	Respirator Cartridges, combination cartridge (pair)	
210	Respirator Cartridges, particulates (pair)	
211	Respirator Cartridges, asbestos fiber (pair)	
212	Respirator Cartridges, mercury & chlorine vapor (pair)	
213	Sorbent Pads Bundle (bale or case of 100)	
214	Granular Absorbent (50 lb. bag)	
215	17H Drum (Reconditioned, 55-gallon, includes lid, gasket & ring)	
216	Over-pack Drum (85-gallon)	
217	Labels (Haz / Non-Haz / Non-Regulated Waste)	
218	Tyvek Suit (each)	
219	Poly-coated Tyvek Suit (each)	
220	Face Shield (each)	
221	pH Paper (per roll)	
222	Warning Flag for Flagman	
223	Filter Sand (per bag) for Temp. Wells, as needed)	
224	In-Line (Bag) Filter (H2O pre-treat prior to carbon)	
225	Air, breathing (per cylinder)	
226	Dry Ice (per pound)	
227	Barrier Tape / Hazard / Caution / Danger / Do Not Enter Tape (per 1,000' roll)	
228	Barrier Safety Fence, Orange, Flexible Plastic (per foot)	
229	Silt Fence (100 foot roll)	

Per Diems (FDOT Set Pricing)

MEALS

230	Breakfast	\$6.00
231	Lunch	\$11.00
232	Dinner	\$19.00

Affiliates

DRILLING / DPT SERVICES

233	Direct Push Technology (DPT) (crew, all supplies, well development, etc.): 1/2-Day	
234	Direct Push Technology (DPT) (crew, supplies, well development, etc.): Day	
235	Direct Push Technology (DPT) (crew, all supplies, well development, etc.) Week	
236	Drill Rig (Crew and All Supplies): 1/2-Day	

237	Drill Rig (Crew and All Supplies): Day	
238	Drill Rig (Crew and All Supplies): Week	
239	Well Abandonment Truck: 1/2-Day	
240	Well Abandonment Truck: Day	
241	Well Abandonment Truck: Week	
242	GeoProbe - Mob./Demob	
243	Drill Rig – Mob./Demob	
244	Well Abandonment Truck – Mob./Demob	
245	Overnight Charge (cost for rig & crew)	
246	PVC monitoring well 2" diameter agency approved (per foot)	
247	Flush Mount 2'X2' well pad with manhole cover (each)	
248	Locking well cap - with lock, installed (each)	
249	2" well abandonment (per linear foot)	
250	4" well abandonment (per linear foot)	
251	6" well abandonment (per linear foot)	
252	Well Development (each well)	

All units & rates shall include time for equipment decontamination

PAVEMENT AND CONCRETE SERVICES

253	Backfill Sand, delivered (per ton)	
254	Proctor Compaction Test – Soil (per test)	
255	Density Testing (per test)	

DISPOSAL (NOT INCLUDING TRANSPORTATION)

256	Petroleum Contaminated Sandy Soil Disposal (per ton)	
257	Petroleum Contaminated Clay Soil Disposal (per ton)	
258	Minimum Load Charge (per load)	
259	Surcharge for rock or debris-laden soil (per ton)	
260	Disposal of Non-Haz (non-RCRA Regulated) Waste Oil (per 55 gallon drum)	
261	Disposal of Non-Haz (non-RCRA Regulated) Petroleum Contaminated Water (Low BTU, not suitable for fuel blending, per 55 gallon drum)	
262	Disposal of Non-Haz (non-RCRA Regulated) Sludge / Soil (per 55 gallon drum)	
263	Disposal of Non-Haz (non-RCRA Regulated) Soil (Not Suitable for Thermal Treatment, such as metals-impacted) (per ton)	

LABORATORY ANALYSIS: SOIL / SOLID (Standard Turn Around Time)

264	EPA Method 8260B – Full Scan (Table A) (Priority Pollutant Volatile Organics)	
265	EPA Method 8270 – Full Scan (Table B) (Priority Pollutant semi-Volatile Organics)	
266	Herbicides (Table C) EPA Method 8151 – Chlorinated Herbicides	
267	Pesticide Extractable (Table E) EPA Method 8081 (Organochlorine Pesticides)	
268	Total Recoverable Petroleum Hydrocarbons by FL-PRO Method	
269	Polychlorinated biphenyls (PCBs) EPA Method 8082 / 8270C (part)	
270	Organophosphorus Pesticides EPA Method 8141B	
271	EPA Method 8260 (BTEX & MTBE only)	
272	EPA Method 8021 VOA's (BTEX /MTBE only)	
273	Polynuclear Aromatics (PAHs) EPA Method 8310	
274	Polynuclear Aromatics (PAHs) EPA Method 8270	
275	Total Organic Halides (TOX)	
276	Cyanide, Total	
277	Synthetic Precipitation Leaching Procedure (SPLP)	
278	pH	
279	Reactivity	
280	Antimony	
281	Arsenic	
282	Barium	
283	Beryllium	
284	Boron	
285	Cadmium	
286	Chromium	
287	Cobalt	
288	Copper	
289	Iron	
290	Lead	
291	Magnesium	
292	Mercury	
293	Nickel	
294	Selenium	
295	Silver	
296	Sodium	
297	Thallium	
298	Vanadium	
299	Zinc	
300	RCRA 4 Metals (As, Pb, Cd, Cr)	
301	RCRA 8 Metals (total)	
302	TCLP Metals (extraction / digestion)	
303	Laboratory hold and disposal fee for samples submitted to the laboratory but not analyzed (per sample)	

LABORATORY ANALYSIS: SOIL (Expedited / Rush Turn Around Time)

304	Added Percentage for 24-hour Expedited Turnaround	
305	Added Percentage for 72-hour Expedited Turnaround	

LABORATORY ANALYSIS: LIQUID (Standard Turn Around Time)

306	EPA Method 8260B – Full Scan (Table A) (Priority Pollutant Volatile Organics)	
307	EPA Method 8270 – Full Scan (Table B) (Priority Pollutant semi-Volatile Organics)	
308	Herbicides (Table C) EPA Method 8151 – Chlorinated Herbicides	
309	Pesticide Extractable (Table E) EPA Method 8081 (Organochlorine Pesticides)	
310	Total Recoverable Petroleum Hydrocarbons by FL-PRO Method	
311	Polychlorinated biphenyls (PCBs) EPA Method 8082 / 8270C (part)	
312	Organophosphorus Pesticides EPA Method 8141B	
313	EPA Method 8260 (BTEX & MTBE only)	
314	EPA Method 8021 VOA's (BTEX /MTBE only)	

315	EPA Method 8021B Full Scan (BTEX + MTBE & VOHs)	
316	Polynuclear Aromatics (PAHs) EPA Method 8310	
317	Polynuclear Aromatics (PAHs) EPA Method 8270	
318	1, 2 Dibromoethane (EDB)	
319	Total Organic Halides (TOX)	
320	Cyanide, Total	
321	pH	
322	Reactivity	
323	Total Suspended Solids (TSS)	
324	Total Dissolved Solids (TDS)	
325	Total Solids	
326	Total Organic Carbon (TOC)	
327	Antimony	
328	Arsenic	
329	Barium	
330	Beryllium	
331	Boron	
332	Cadmium	
333	Chromium	
334	Hexavalent Chromium (ie. NPDES)	
335	Cobalt	
336	Copper	
337	Iron	
338	Lead	
339	Magnesium	
340	Mercury	
341	Low Level Mercury (ie. NPDES)	
342	Nickel	
343	Selenium	
344	Silver	
345	Sodium	
346	Thallium	
347	Vanadium	
348	Zinc	
349	RCRA 4 Metals (As, Pb, Cd, Cr)	
350	RCRA 8 Metals (total)	
351	Laboratory hold and disposal fee for a sample submitted to the laboratory but not analyzed (per sample)	

LABORATORY ANALYSIS: LIQUID (Expedited / Rush Turn Around Time)

352	Added Percentage for 24-hour Expedited Turnaround	
353	Added Percentage for 72-hour Expedited Turnaround	

ASBESTOS ANALYSIS (Standard Turn Around Time)

354	Bulk Sample - PLM	
355	Point Count (400-pt count with positive stop)	

ASBESTOS ANALYSIS (Expedited / Rush Turn Around Time)

356	Percentage for 24-hour Expedited Turnaround	
357	Percentage for 72-hour Expedited Turnaround	

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Contamination Assessment/Remediation Services. It is anticipated that the term of the contract will be a 12 months.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

ACTION / LOCATION	DATE	LOCAL TIME
PRE-PROPOSAL CONFERENCE (if applicable) 801 North Broadway Ave Bartow, FL 33830	02-03-2020	10:00 AM
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	02-18-2020	3:00 PM
PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal) 801 North Broadway Ave Bartow, FL 33830 863-519-2581	03-05-2020	9:00 AM
PUBLIC OPENING (Technical Proposal) - 801 North Broadway Ave Bartow, FL 33830	03-05-2020	10:00 AM
PUBLIC OPENING / MEETING (Price Proposal) - 801 North Broadway Ave Bartow, FL 33830	03-25-2020	10:00 AM
Meeting to Summarize Evaluations and Select Intended Award- ...	03-30-2020	10:00 AM
POSTING OF INTENDED AWARD -	03-31-2020	2:00 PM

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for DOT-RFP-20-1115JA:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening

Agenda for Price Proposal Opening meeting for DOT-RFP-20-1115JA :

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

Agenda – Meeting to Summarize Evaluations and Select Intended Award

Agenda for Intended / Recommended Award meeting for DOT-RFP-20-1115JA :

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- Adjourn

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, 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.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

John Albers

D1-Purchasing@dot.state.fl.us

801 North Broadway Avenue

Bartow, FL 33830

Fax: 863-519-2661

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (863) 519-2581

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, proposers are requested to submit the **Bidder's Opportunity List** with their Price Proposal Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Proposers are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline).

If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

8) PRE-PROPOSAL CONFERENCE

The Department will convene a meeting to provide an open forum for the Department to review the Scope of Services for this Request for Proposal (RFP) and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, affect the work to be performed. The Pre-Proposal Conference will be held at the date, time and location in the Timeline. Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department.

Attendance at this Pre-Proposal Conference is Highly Recommended. Each vendor should fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. No allowances will be made to the awarded vendor because of lack of knowledge about conditions or requirements, and the awarded vendor will not be relieved of any liabilities or obligations.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to the award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, John Albers, 801 North Broadway Avenue, Bartow, FL 33830** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 1,000,000.00 minimum per person

and \$ 4,000,000.00 minimum each occurrence, and property damage insurance of at least \$ 1,000,000.00 minimum each occurrence, for the services to be rendered in accordance with this contract.

() The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$_____. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

() The intended award proposer shall provide the Department with a Performance Bond in the amount of \$_____ or "the full amount of the proposal" (choose one or the other). The Performance Bond shall be provided by a surety company authorized to do business in the state of Florida. The Performance Bond shall be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's proposal and the Department will proceed in contracting with the next highest responsive proposer.**

The proposer must submit, with their Technical Proposal, a current letter from a surety company or bonding agent authorized to do business in the state of Florida and written on company letterhead, to document the proposer's present ability to obtain a Performance Bond in the amount of \$_____ or "the full amount of the proposal" (choose one or the other). Failure by the proposer to provide this letter with its response will constitute a non-responsive determination for its proposal. Proposals found to be non-responsive will not be considered.

13) METHOD OF COMPENSATION

Exhibit "B"- Method of Compensation

14) CONTRACT DOCUMENT STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor 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 the contract.

18) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the

Florida Statutes are met.

19) **RESERVATIONS**

The Department 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 proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) **ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER DOT-RFP-20-1115JA:
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER DOT-RFP-20-1115JA:
(One Separately Sealed Package for Prices)

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

22.2 Technical Proposal (Part I) (**1 Original, 3 copies and 1 Flash drive in a PDF format**)
(Do not include price information in Part I)

The Proposer must submit **one (1) original, (3) copies and one (1) Flash drive in a PDF format** of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER DOT-RFP-20-1115JA:

1. EXECUTIVE SUMMARY (15 points)

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN (40 points)

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure, management style and the methodology to be used to control costs, services reliability and timely services, maintain schedules and provide quality control and quality assurance of submitted reports and other documentation required under this contract.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN (45 points)

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used or innovative ideas for improving outcomes or cost savings should be addressed.

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they

currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

22.3 Price Proposal (Part II) (1 Original) **(40 points)**

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER DOT-RFP-20-1115JA: ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number DOT-RFP-20-1115JA - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
District One Procurement Office
John Albers MS 1-31
801 North Broadway Avenue
Bartow, FL 33830
Phone # (863) 519-2581**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the

section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	15
2. Management Plan	40
3. Technical Plan	45

b. Price Proposal (40 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

Bid prices will be placed into a typical project scenario to determine low bidder. This is the amount that will appear on the bid Tabulation Sheet that will be posted.

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(Low Price / Proposer's Price) \times Price Points = Proposer's Awarded Points}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

Exhibit "C"- Price Proposal Form
 Drug-Free Workplace Program Certification (Form 375-040-18)
 DBE Participation Statement
 Bid Opportunity List
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) Performance Bond Form
 375-040-27
 Standard Written Agreement
 Registration Form

35) TERMS AND CONDITIONS**35.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000
 Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001
 Paragraph 4, Terms and Conditions – PUR 1001
 Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,2015_.pdf
 Section 8(B), PRIDE, is not applicable when using federal funds.

36) ORDER OF PRECEDENCE

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

Special Conditions
 Exhibit "A"-Scope of Services pages A1-A3
 Exhibit "B"- Method of Compensation B1-B3
 Exhibit "C"-Price Proposal Form pages C1-C9
 Standard Written Agreement pages 1-10
 Attachment I- Contract Definitions pages Attachment 1-13

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Introduction Section

EXHIBIT "A"
SCOPE OF SERVICES
DOT-RFP-20-1115JA
CONTAMINATION ASSESSMENT/REMEDIATION SERVICES

A. OBJECTIVE

The Florida Department of Transportation, District One (12 Counties) desires Contractor/Consultant services on an as-needed basis for timely response to situations that require contamination assessment and/or remedial activities. Services are to be performed prior to, during or after the construction phase of transportation projects, or to address non-project-related incidents upon Department property or right of way. These services may be required District-Wide (Polk, Manatee, Sarasota, Charlotte, Hardee, Desoto, Highlands, Okeechobee, Glades, Hendry, Lee & Collier counties) and other areas outside of District One, as deemed necessary, for the term of the Contract. The Department reserves, at its sole discretion, the right to perform any work under separate Agreements/Contracts.

B. SERVICES REQUIRED OF THE CONTRACTOR/CONSULTANT:

The Contractor/Consultant will provide any of the following elements contained herein, if and when required by the Department:

1. Prepare work plans and cost estimates, contamination assessment plans, conduct contamination and site assessments and prepare associated reports of findings and recommendations, prepare and implement remedial action plans, and be prepared to discuss and defend each element with the Department and any other interested party, at the direction of the Department. Documents and reports will be forwarded to the Department upon request. Work plans and cost estimates will be provided no later than 14 days from the date they are requested by the Department.
2. Monitor, classify, sample, analyze, neutralize, decontaminate or cleanup and properly dispose of any spill, leak, release, or condition, to include but not limited to petroleum products, hazardous materials and medical waste, upon request by the Department. Provide for all appropriate health and safety requirements within the assigned work areas.
3. Collect, control, contain, excavate and/or transport, and dispose of any material (liquid, gaseous or solid) waste, contaminant or pollutant in accordance with all local, state, and federal ordinances, rules, regulation, and laws.
4. Perform, as required, those activities associated with site preparation, construction or installation of transportation-related construction processes or features such as removal and/or replacement of existing asphalt or concrete pavement; removal, relocation, or replacement of underground utilities, i.e.: storm drainage system, water mains, sewer mains, etc.; the installation and operation of dewatering systems to facilitate installation of such underground utilities; installation of sheet pile to create cofferdams for the installation of certain construction features in "the dry" conditions; or any other activity required in a construction project that must be accomplished when either contaminated soil or groundwater has been identified in the immediate area and must be remediated whether prior to, concurrent with, or following the construction

project, or in non-project-related incidents upon Department property or right of way. If the Contractor/Consultant does not have sufficient on-staff personnel, a Department approved Sub-Contractor should be utilized.

5. Any work performed as stated above will be governed by the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition) and any special provisions provided in the Letter of Authorization authorizing such work. Contractor/Consultant personnel or subconsultant(s)/subcontractor(s) designated to complete the required construction shall possess a working knowledge of Department specification requirements and a demonstrated record of successfully completed construction work of similar type(s) and description(s).
6. Comply with local, State and Federal laws, rules, regulations, and codes whenever work is being performed. All permits and licenses as required for this Contract will be obtained by the Contractor/Consultant and maintained for the duration of the Contract. Prepare all documentation, where required, to comply with "Petroleum Contamination Site Cleanup Requirements", "Reimbursement for Petroleum Contamination Site Cleanup Requirements", and "Hazardous Materials Cleanup Requirements". Documents will be provided to the Department upon request.
7. Be available on a twenty-four (24) hour, seven (7) days a week basis, to provide response to a given situation or spill with adequate equipment, personnel and materials in accordance with the Department's requirements.
8. Own, subcontract or have immediate access to the following equipment including, but not limited to: mobile laboratory, transfer trailers, drum grapplers, bomb trailer, generators, precision test equipment as described in NFPA 329 Chapter 403.10, vacuum trucks, skid units, underground recovery systems, air strippers, bio towers and multimedia filter, compatibility chamber, heavy equipment to include dump trucks, well drilling/direct push technology equipment, backhoe, dozer, tractors and loaders; negative pressure can shredders, decontamination and galley trailers, oil spill equipment to include booms, sorbents, oil skimmers and work boats; drilling and pumping equipment, protective clothing and equipment, portable analytical equipment, tank patching kits, mobile treatment equipment, compressors, steamers, high pressure washers, and non-sparking tool kit. Laboratory equipment shall consist of the following: gas chromatograph, mass spectrometer, atomic absorption and emission, standard and high pressure liquid chromatograph, total organic carbon analytical and extraction procedures, spectrophotometers and bio-analytical equipment.

Provide personnel trained and experienced in the following fields and sciences: environmental science; chemistry; biology; toxicology; microbiology; geology; hydrology; environmental assessments and sampling, chemical, environmental, mechanical, and civil engineering; heavy equipment operation; hazardous waste emergency response; and hazardous materials identification, safety, handling and disposal. Experience in the fields of hazardous and petroleum waste identification, delineation and remediation; medical waste cleanup, control, containment, transportation and disposal; fuel/oil/petroleum spill response, tank removal, environmental site assessment, soil and groundwater remediation, clean up, site restoration and services associated with above and underground storage tanks is required. Provide control, containment, treatment, transportation or disposal of any hazardous wastes, petroleum wastes,

medical wastes, contaminated materials,

contaminated groundwater or petroleum impacted materials in accordance with all local, state, and federal rules, regulations and laws. All wastes generated must be disposed of at a state-approved disposal or recycling facility. All wastes generated must be accounted for using proper manifesting and tracking procedures. This documentation will be required as a part of the final report for each project. The Contractor/Consultant is required/authorized to sign Non-Hazardous Waste Manifests on behalf of the Department.

9. Have all necessary local, state and federal permits to provide the above mentioned services, including permits for transportation and disposal of hazardous materials and/or wastes. All permits and licenses, as required for this contract, will be maintained by the Contractor/Consultant and/or Sub-Contractor/Consultant for the duration of the contract.
10. Conduct all sampling in accordance with FDEP's current policies and procedures, including but not limited to FDEP's Standard Operating Procedures for Field Activities, DEP-SOP-001/01. Analytical laboratory services shall be provided by NELAC-accredited laboratories.
11. Provide and/or arrange for the services of a Sub-Contractor/Consultant if necessary services cannot be provided by the prime Contractor/Consultant. The Sub-Contractor/Consultant shall have all appropriate permits, insurance and liability for the services provided, and must be approved by the Department's Project Manager. However, the Department will not be a third party to the Sub-Contractor/Consultant's Contract with the prime Contractor/Consultant. Therefore, the prime Contractor/Consultant will be solely responsible for payments to the Sub-Contractor/Consultant, as well as insuring that the Sub-Contractor/Consultant meets all requirements as specified above.
12. Supply all equipment to provide Maintenance of Traffic (MOT) when required. The Contractor/Consultant is required to have personnel that can correctly set-up and maintain the MOT, per FDOT specifications. If the Contractor/Consultant does not have sufficient on-staff personnel, a Department approved Sub-Contractor should be utilized.
13. Furnish the Department with records and reports covering each task assignment. Such records and reports shall be furnished at a frequency and be of the type and form directed by the Department and, where applicable, also be acceptable to the appropriate regulatory agency or authority. At the Department's request, records and reports shall be provided in a format acceptable to the Department.
14. Have and maintain during the period of this Agreement Contractor's Pollution Liability Insurance, which includes coverage for third party claims, with limits of at least **\$3,000,000**. This coverage must not be encumbered with any exclusionary language.

EXHIBIT "B"
DOT-RFP-20-1115JA
CONTAMINATION ASSESSMENT/REMEDIAION SERVICES
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" will be issued for each project scheduled.

3.0 COMPENSATION:

The Budgetary Ceiling for work performed under this agreement is \$10,000,000.00. Partial funds will be encumbered up front as specified below for Initial Site Visit, Scope Preparation and Permit Application. These funds may also be used on a limited basis for quick response to unanticipated incidents.

\$TBD Fiscal Year 2020/2021

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses. **Once an acceptable Lump Sum Amount or Maximum Limiting Fee has been agreed upon by the Vendor and the Department's Project Manager, a "Letter of Authorization" shall be issued by the Project Manager. The Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization".**

Materials and/or equipment not itemized in Exhibit "B" shall be compensated at actual cost documented by invoices, plus ten percent (**10%**) markup for items up to \$50,000.00 and five percent (**5%**) of the total cost for any item (including

subcontracted items) which incurs a charge of greater than \$50,000 under a single Letter of Authorization. The Contractor/Consultant shall provide the Department with a minimum of two (2) written quotes. The Department shall compensate the Contractor/Consultant based on the lowest quote obtained. The Department reserves the right to request additional quotes at its sole discretion.

Out-of-pocket expenses, to be established for each assignment/project covered by this Contract, includes incidental costs of printing, material, expendable equipment, travel within the limits of 112.061, Florida Statutes, equipment rental, long distance telephone call, tolls, etc.

Travel expenses and per diem, **when authorized**, must be documented by a State of Florida travel voucher with appropriate receipts and completed in accordance with Department published procedures.

Compensation for Sub-Contractual services, if required, shall be established for each assignment/project. The firm(s) performing the services must be approved by the Department.

Fuel costs are included in equipment rates; however, the Department may, at the discretion of the Department's Project Manager, compensate fuel separately if he/she believes extraordinary circumstances have occurred. A complete breakdown of equipment rates, including fuel receipts and justification will be required prior to approval by the Department. The fuel index will be used to substantiate requests for fuel reimbursements. <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>

Work authorizations may be issued during the term of this Agreement and shall be completed during the term specified in the authorization, which shall not extend beyond the ending date of the Agreement. The terms and conditions of the Agreement apply to each LOA issued under this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. Invoices will be approved for payment within five working days of receipt of a complete and accurate invoice package. For the satisfactory **performance** of the services detailed in each "Letter of Authorization", the Vendor shall be paid a Lump Sum Amount or Maximum Limiting Fee. Payment shall be made to the Vendor for a portion of the Lump Sum Amount of each Authorization, equal to the percentage of work completed on each authorization, as approved by the Department.

Invoices shall be submitted to:

Florida Department of Transportation
District Contamination Impact Coordinator
801 North Broadway Avenue

Bartow, Florida 33831-1249
Phone: (863) 519-2625.

It is mutually agreed that the Contractor/Consultant shall not be obligated to perform services or incur costs which would result in exceeding the funding hereby established, nor shall the Department be obligated to make payment to the Contractor/Consultant which would result in exceeding said amount.

The Contractor/Consultant agrees to furnish services during a specified period of time. The Contractor/Consultant shall not exceed the amount nor completion date specified on each Letter of Authorization without prior written approval by the Department.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

Contract Definitions

DOT-RFP-20-1115JA

Districtwide Contamination Assessment/Remediation Services

Item #	PERSONNEL	DEFINITIONS
1	Contract Manager	The personnel classification providing Project Management tasks related to project planning, organizing and progression. Also expected to be to point of contact to the District Contamination Impact Coordinator (DCIC) for project updates, work progress, meetings, etc. Contract Manager provides final review of all documents prior to submittal.
2	Project Hydro / Geologist / Eng / Scientist	The personnel classification providing report or document writing/generation.
3	Project Hydro / Geologist / Eng / Scientist (OT)	Project Hydro / Geologist / Eng / Scientist over time.
4	Field (Staff) Geo / Hydro / Eng / Scientist	The personnel classification providing field services including sampling (soil, groundwater, air, etc.), contractor oversight (drilling, DPT, source removal, vacuum truck, etc.), and general duties.
5	Field (Staff) Geo / Hydro / Eng / Scientist (OT)	Field (Staff) Geo / Hydro / Eng / Scientist over time.
6	Technician	The personnel classification providing support to the Field (Staff) Geo / Hydro / Eng / Scientist during field services, including field sampling (soil, groundwater, air), contractor oversight (drilling, DPT, source removal, vacuum truck, etc.), general duties.
7	Technician (OT)	Technician over time
8	Health and Safety Officer	The personnel classification providing health and safety related project support including Health & Safety plan development, review and approval, job safety analysis (if required), selection of engineering and administrative controls, personal protective equipment selection and any other required coordination on health and safety issues. This person should have a minimum of ten (10) years of health and safety experience and a minimum of five (5) years experience as the lead or primary Health and Safety Officer.

9	Asbestos Supervisor	The personnel classification providing oversight of asbestos-related abatement activities, whether handled by the contractor's internal staff or subcontractors. Licensed Asbestos Consultant (LAC) activities are to be billed at this rate. Time for the LAC to prepare, review and sign asbestos reports is included in the report unit cost.
10	Asbestos Inspector	The personnel classification providing field activities of asbestos-related and metals based coatings sampling activities. This personnel may also label sample containers and assist with writing an asbestos survey report.
11	Asbestos Inspector (OT)	Asbestos Inspector over time
12	Accountant	The personnel classification providing tasks for the contractor's project-related set-up, purchase order generation, subcontractor A/R, and FDOT invoice generation. It should be noted that the majority of the time for these tasks are included in the unit costs and are not expected to be billed separately. This personnel classification is being defined for tasks that may arise outside of the typical unit cost services. The services and hours must be approved prior to utilization.
13	Clerical / Word Processor	The personnel classification providing tasks for the contractor's document assembly and submittal efforts. It should be noted that the majority of the time for these tasks are included in the unit costs and are not expected to be billed separately. This personnel level is being defined for tasks that may arise outside of the typical unit cost services. This personnel rate may also be used for other minor project-related tasks when warranted, such as travel arrangements, phone calls, etc. The services and time must be approved prior to utilization.
14	Clerical / Word Processor (OT)	Clerical / Word Processor over time

15	Drafter / CAD / GIS Specialist	The personnel classification providing tasks for the contractor's document mapping and figure generation efforts. It should be noted that the majority of the time for these tasks are included in the unit costs and are not expected to be billed separately. This personnel level is being defined for tasks that may arise outside of the typical unit cost services. In the rare event that the contractor plans additional billing at this rate/level, the tasks and hours must be approved prior to utilization.
16	Drafter / CAD / GIS Specialist (OT)	Drafter / CAD / GIS Specialist over time.
17	Response Manager / Site Supervisor / Field Forman	The personnel classification providing supervision of other personnel during spill response, construction-related or heavy equipment operations (tank closures, source & soil removals, etc.). Oversight of personnel may also be performed.
18	Response Manager / Site Supervisor / Field Forman (OT)	Response Manager / Site Supervisor / Field Forman over time.
19	Equipment Operator / Heavy Truck Driver	The personnel classification providing operation of "heavy" equipment (skid steers, excavators, back-hoes, wheel loaders, etc.) by appropriately trained, licensed and experienced individuals. This rate also includes drivers of onsite dump-trucks (or heavy truck), not related to subcontractor transport and disposal operations (i.e. this rate is not used in lieu of T&D costs), unless it can be demonstrated that there is a cost savings to the FDOT.
20	Equipment Operator / Heavy Truck Driver (OT)	Equipment Operator / Heavy Truck Driver over time

UNIT COSTS

21 - 22

Mobilization/Demobilization (1 Person)

This unit encompasses all time, efforts, and costs (except the vehicle unit) to mobilize and demobilize each crew of one or two (1-2) personnel in a field or other vehicle to a project. This includes time to load or unload vehicles as well as travel time. Mobilization time is to be subtracted from other field time. For example, if a mobilization fee is charged for a crew to sample a site for a 10 hour day; the crew would bill one mobilization and only the time onsite as the field time. **HOTELS:** One (1) mobilization may be charged, per required field visit, with the understanding that overnight stays, with per diems are to be utilized when appropriate. When per diems are utilized, it is expected that hotels will be selected with regards to both proximity to the project and cost-effectiveness. Time from the hotel to the project will be billed as field time in lieu of additional mobilizations. When multiple vehicles or extra personnel are needed, requiring additional mobilization fees, the justification should be presented in the Work Plan and Cost Estimate (WPCE). **LABS:** It should also be noted that the contractor should make arrangements with the laboratory to avoid unnecessary trips to and from the site(s) for sample delivery. Most laboratories offer courier services. When available, the laboratory courier service should be used. It is not acceptable to bill multiple mobilizations in an effort to deliver samples and return to the site unless approved in advance. If the contractor chooses to deliver samples to a lab during or at the end of an event, this time should be applied to the mobilization unit cost, and not the field time, unless previously approved. The billing of the Mobilization unit and additional units must be approved prior to utilization. It should be noted that the appropriate vehicle's unit cost should also be billed for the day in addition to the mobilization fee.

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"Site" Definition

For this contract's purposes, a "Site" is typically defined by a potentially contaminated property, location, bridge crossing, or bridge pair crossing where Level 2 or Level 3 work is expected. It should be noted that some proximal offsite borings may be included in the assessment of a single "Site." For example, the investigation related one (1) retail petroleum fueling station may occasionally include sampling on opposite sides of the roadway, depending on the construction plans. Another example of a site with multiple investigation areas would be a single asbestos pipe running along a roadway, which may require several points of verification or abatement activities. A "Site" may also include a limited location or area that requires investigation, such as points where individual NPDES groundwater samples are collected, when not related to a facility already being assessed as a "Site." For bridge purposes, a "Site" is a single bridge or bridge pair crossing with up to thirty (30) asbestos Homogeneous Sampling Areas (HSAs). When "Sites" do not fit easily into one of these categories, the Department will have sole discretion to determine

the actual number of "Sites" within a project's limits.

23	Work Plan & Cost Estimate Base: Up to 5 sites	<p>This unit encompasses all time, efforts, and costs to research a project corridor and develop a Work Plan & Cost Estimate to determine the plan of action to address contamination-related sampling or remedial tasks. This unit also includes time, efforts, and costs related to soliciting bids for the WP&CE and revisions during negotiations while developing a WP&CE, but not amendments to LOAs. This unit cost covers efforts for up to five (5) "sites" requiring field assessment or remediation. If the Work Plan & Cost estimate requires detailing of more than five (5) sites, each additional site will be billed as an additional unit (Item #24). Sites within the project limits that do not require further action are not counted as part of the calculation. For example, if during the "desktop" corridor review, it is determined that a site has received an SRCO or NFA from FDEP and does not require assessment, that site is not included within the five (5). The costs are reserved for sites requiring further planning efforts. It should be noted that information and direction to the CAR regarding what was found during the internal review is provided prior to requesting the WP/CE. The billing of the WPCE Base Unit and WPCE Additional Site Units will be approved prior to utilization.</p>
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24	Work Plan & Cost Estimate Additional Unit or Amendments: Per Site	This unit is added to Item #23 and encompasses all time, efforts, and costs to research each additional site, beyond the "original five (5)," within a project corridor and develop a Work Plan / Cost Estimate to determine the plan of action to address contamination-related sampling or remedial tasks. For example, if a corridor is determined to have eight (8) total contamination sites requiring Level 2 or Level 3 action, the WPCE Base (Item #23) would be billed for the first (1st) five (5) sites, and three (3) of these units would be billed in addition. Sites within the project limits that do not require further action are not counted as part of the calculation. The billing of the WPCE Base Unit and WPCE Additional Site Units must be a prior to utilization. This is also the unit to use for each LOA amendment. This unit also includes all time, efforts, and costs related to soliciting bids for additional sites or amendments.
25	Initial Project Setup Unit	This unit encompasses all time, efforts, and costs related to tasks to set-up a project. This may include, but is not limited to: initial setup of billing and tracking programs, file generation, accounting, internal process setup, etc. This unit cost also includes all purchase order and vendor payment setup related to the individual Letter of Authorization (LOA).
26	Health & Safety Plan	This unit encompasses all time, efforts, and costs to develop a Health & Safety Plan that is specific for each LOA project. This unit also includes updates and/or revisions to the LOA-specific H&SP. One Health and Safety Plan is allowed for each LOA.
27	ACM-MBC Base Survey Report: Single Site: Single Span or Bridge Pair, Up to 30 HSAs	This unit encompasses all time, efforts, and costs to generate, review, and submit a report summarizing data collected during a survey for asbestos-containing materials (ACM) and metals-based coatings (MBC). Also included is review time and signature and seal by a Licensed Asbestos Consultant (LAC). This base report unit also includes time, efforts, and costs related to corrections/revisions of the report, per the Department's review. This unit covers efforts for a single bridge crossing or bridge pair crossing (considered a "site") with up to thirty (30) HSA's. If the survey report includes additional bridges or bridge pairs, each of these "sites" will be billed as an additional unit (Item #28). If a bridge or a bridge pair has more than thirty sampled (30) HSA's, the CAR may request additional units (Item #28) per each additional thirty (30) HSA's sampled. The billing of the ACM-MBC Base Unit and ACM-MBC Additional Site units must be approved prior to utilization.

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| 33 | Level 3 Summary Report: Single Site | This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during a Level 3 remediation or Contractor Support at a single site. This base report unit also includes all time, efforts, and costs related to corrections/revisions of the report. The unit is expected to summarize Level 3 work for each site that does not have a relatable unit cost. It may also be combined with other Level 3 actions as a summary, when appropriate. If the report includes additional sites, each of these will be billed as an additional unit (Item #34). It should be noted that subsurface asbestos and asbestos-related abatement will be considered a Level 3 site and not related to the bridge surveys. The billing of the Level 3 / Contractor Support Base Unit and Additional Site units must approved prior to utilization. An example of this report would be for supporting the contractor by removing contaminated soil during construction. |
| 34 | Level 3 Summary Additional Site Unit: Per Site | This unit is added to Item #33 when required and encompasses all time, efforts, and costs summarizing data collected at each additional site during a Level 3 remediation or Contractor support for of each additional site within a corridor. This unit may also be used if a Level 3 summary report is needed for the corridor involving previously reported actions (Tank Pulls, Source Removals, Bridge Surveys, etc.). For example, if two sites required Contractor Support, a bridge required asbestos abatement, and an orphaned tank was found during construction [four (4) sites total], the Level 3 / Contractor Base Report would be billed for the first (1st) site, and three (3) of these units would be billed in addition to summarize the contractor's efforts. In addition, the appropriate unit costs for the Bridge Abatement Report and Tank Closure would be billed if separate reports were generated. The billing of the Level 3 / Contractor Support Base unit and Additional Site units must be approved prior to utilization. |
| 35 | Tank Closure Assessment Report (TCAR): "Full" Sampling Required | This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during a tank closure that involves sampling of the soil and/or groundwater at a single site, regardless of the number of tanks. This base report unit also includes time, efforts, and costs related to general corrections/revisions of the submittal, per the Department's review. The unit will also include costs to cover the submittal of required FDEP storage tank forms on behalf of FDOT. The number of Tank Closure Assessment Report units must be approved prior to utilization. |

36	Limited Closure Summary Report: No Sampling	This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during a tank closure that does not involve sampling of the soil or groundwater at a single site, regardless of the number of tanks. This base report unit also includes all time, efforts, and costs related to corrections/revisions of the report per the Department's review. The unit will also include costs to cover submittal of required FDEP storage tank forms on behalf of FDOT. The billing of the Limited Closure Summary Report Base unit must be approved prior to utilization.
37	Well Abandonment Report	This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during the abandonment of a site's well(s), regardless of the number of wells. This report unit also includes all time, efforts, and costs related to corrections/revisions of the report, per the Department's review.
38	Emergency Response Report	This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during the emergency response services, including sampling and disposal efforts, regardless of the spill size. This base report unit also includes all time, efforts, and costs related to corrections/revisions of the report, per the Department's review.
39	Source Removal Report	This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during source removal activities at a site. This report unit also includes all time, efforts, and costs related to corrections/revisions of the report, per the Department's review.

40	Discharge Monitoring Report	This unit encompasses all time, efforts, and costs to generate and submit a report summarizing data collected during discharge monitoring activities at a site, regardless of the duration. This base report unit also includes all time, efforts, and costs related to corrections/revisions of the report, per the Department's review.
41	Invoice Packet Field Activities	This unit encompasses all time, efforts, and costs to generate and submit an invoice for field work (and supporting office activities), with all appropriate backup data, to the FDOT. This unit also includes all time, efforts, and costs related to corrections/revisions of the invoice packet, per the Department's review. The combined Invoicing units (Field and Office) cover all of the contractor's internal billing procedures related to invoice preparation. The number of the Field Invoice units must be approved prior to utilization. At the sole discretion of the Department, additional invoicing units may be allotted if deemed appropriate. A typical LOA will allow the billing of only the two (2) invoicing units (Field and Office). No additional services related to billing (accounting, contract management, etc.) will be accepted without justification and prior approval.
42	Invoice Packet Office Activities	This unit encompasses all time, efforts, and costs to generate and submit an invoice for office work, with all appropriate backup data, to the FDOT. This unit also includes all time, efforts, and costs related to corrections/revisions of the invoice packet, per the Department's review. The combined Invoicing units (Field and Office) cover all of the contractor's internal billing procedures related to invoice preparation. The number of Office Invoice units will be coordinated with the Department prior to utilization. At the sole discretion of the Department, additional invoicing units may be allotted if deemed appropriate. A typical LOA will allow the billing of only the two (2) invoicing units (Field and Office). No additional services related to billing (accounting, contract management, etc.) will be accepted without justification and prior approval.

Equipment

MISCELLANEOUS TOOLS & EQUIPMENT

43 - 45	Field Vehicle: Pickup/Van/Car (personnel transport)	This unit is a vehicle capable of transporting up to two (2) personnel with appropriate equipment for the activity to be performed, such as typical field sampling, investigation, and/or oversight activities. It is expected that the vehicle will have sufficient capacity to carry supplies. In the event that additional vehicles are required, the contractor will provide justification in the WPCE for approval.
48 - 49	"Smart" phone with camera	This unit is a cellular phone capable of internet access and voice, text and picture transmission. It is intended that this device will be used in lieu of a separate digital camera to document work performed and onsite conditions.
98 - 100	GW Well Installation Kit (1 person): Water Level Indicator (WLI), pump, tubing, gloves (sampling, cloth & leather), trash bags, PPE, GPS	This kit is to cover all items necessary for one person for tasks associated with well installation, including but not limited to water level indicator (WLI), pump, tubing, trash bags, gloves (sampling, cloth & leather), personal protective equipment and GPS unit.

101 - 103	GW Sampling Kit (1 person) – meters, WLI, pump, tubing, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS	This kit is to cover all items necessary for one person for tasks associated with well sampling, including but not limited to water quality meters, water level indicator, pump, tubing, trash bags, gloves (sampling, cloth & leather), ice, labels, personal protective equipment and GPS unit.
104 - 106	Well or Piezometer Abandonment Kit (1 person): WLI, hand tools, trash bags, gloves (sampling, cloth & leather), PPE, resurface	This kit is to cover all items necessary for one person for tasks associated with oversight of abandonment of a monitoring wells, air sparging or other injection wells, soil vapor extraction wells or piezometers (any depth). This kit includes but not limited to water level indicator, hand tools, trash bags, gloves (sampling, cloth & leather) and personal protective equipment. Time and materials for removal of the well pad (if applicable), disposal, and filling or patching with concrete, asphalt, top soil, sod or grass seed (as requested by the Department) OR removal of well cover and grouting flush with the surrounding surface are not included with this item and may be charged separately with approval from the Department. Additional hours for labor and materials may also be charged for abandonment of well vaults. This will be negotiated on a case by case basis.
107-109	Soil Sampling Kit (1 person): hand auger, jars, foil, bowls, gloves (sampling, cloth & leather), trash bags, ice, labels, PPE, GPS	This kit is to cover all items necessary for one person for tasks associated with soil sampling, including but not limited to hand auger, jars, foil, bowls, gloves (sampling, cloth & leather), trash bags, ice, labels, personal protective equipment and GPS unit.
120-121	Asbestos & Metals Based Coatings Sampling Kit (1 person): hand tools, sample containers, trash bags, gloves (sampling, cloth & leather), safety glasses, all other PPE	This kit is to cover all items necessary for one person for tasks associated with asbestos & metals based coatings sampling, including but not limited to hand tools, sample containers, trash bags, gloves (sampling, cloth & leather), safety glasses, all other personal protective equipment and GPS unit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-RFP-20-1115JA
DMS Catalog Class No.: 77101700

BY THIS AGREEMENT, made and entered into on _____ by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with District Wide Contamination Assessment/Remediation Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

District Secretary

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 12 months from Notice to Proceed, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by 12 months or date of termination, whichever occurs first.
- Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to 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 Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor'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 Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE** (Select and complete as appropriate):
- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$1,000,000.00 per person and \$4,000,000.00 each occurrence, and property damage insurance of at least \$1,000,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.
- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.
- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):
- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation

District 1 - Office of General Counsel

801 N. Broadway

Bartow, FL 33830

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:

The following provision is not applicable to this Agreement:

- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement 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 Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

SAMPLE
PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A"- Scope of Services
Exhibit "B"- Method of Compensation
Exhibit "C"- Price Proposal
- M. Other Provisions:
The Vendor shall have maintain during the term of this Agreement a Contractor's Pollution Liability Insurance policy, which includes coverage for third party claims, with a company authorized to do business with the State of Florida, with limits of at least \$3,000,000. This coverage must not be encumbered with any exclusionary language.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

SAMPLE

RFP CHECKLIST(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- ___ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal.
- ___ 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- ___ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- ___ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- ___ 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).
- ___ 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.: DOT-RFP-20-1115JA

Title: **CONTAMINATION ASSESSMENT/REMEDIAATION SERVICES**

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION