October 30, 2012

Prospective Contractor:

Subject: DEP Solicitation Number 2013007C Request for Proposals (RFP) for Environmental Site Assessment Services

This is an RFP to select a contractor(s) to provide Environmental Site Assessment Reports on a statewide basis for land acquisition and land management projects for the State of Florida. The RFP package consists of this transmittal letter with the following attachments:

- Attachment A - DEP Solicitation Acknowledgement Form
- Attachment B - General Instructions for the Preparation and Submission of Proposals for Environmental Site Assessment Reports
- Attachment C - Scope of Services
- Attachment D - Cost Proposal Form
- Attachment E - Client Reference Forms
- Attachment F - Drug Free Workplace Certification
- Attachment G - Evaluation Criteria
- Attachment H - RFP Response Checklist
- Attachment I - Respondent/Subcontractor Summary Form
- Attachment J - Proposed Contract

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

This solicitation does not commit DEP to pay any costs incurred in the preparation and submission of a response in any form or to procure or contract for said services or supplies. The Secretary of the DEP, or his/her written designee, are the only
individuals who can commit the DEP to the expenditure of funds in connection with any contract resulting from this solicitation.
The designated DEP Procurement Section representative for this solicitation is the undersigned. All communications hereon should cite the subject solicitation number and be directed to my attention at the address provided in Attachment B, Section B.6.

Sincerely,

Debbie Bates

Debbie Bates
Operations & Management Consultant II

DB/db

Attachments
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PROPOSAL
CONTRACTUAL SERVICES

SUBMIT PROPOSAL TO:
Department of Environmental Protection
Procurement Section, Carr Building, Room 235
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: 850-245-2361

AGENCY RELEASE DATE:
October 30, 2012

SOLICITATION TITLE:
ENVIRONMENTAL SITE ASSESSMENT SERVICES

SOLICITATION NO:
2013007C

PROPOSALS WILL BE OPENED:
ON THURSDAY, NOVEMBER 29, 2012 @ 2:30 P.M. ET
and may not be withdrawn within 180 days after such date and time.

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY – STATE – ZIP: *

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER: *

EMAIL ADDRESS:

FEID NO.:

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

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

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

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

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

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

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

PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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

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

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

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

   The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response. **NOTE:** This section is superseded by a condition in Attachment B.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer’s contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **NOTE:** This section is superseded by a condition in Attachment B.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submitting bids on leases of real property to a public entity;
   - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   - transacting business with any public entity in excess of the Category Two threshold amount ($35,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. **Respondent’s Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):
10. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

11. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

12. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa_vbs/owa/vbs www.main_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting.
1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
   (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
   (b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
   (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
   (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements

13. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer’s sole discretion, be accepted or rejected. **NOTE: This section is superseded by a condition in Attachment B.**

14. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

15. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State’s best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

16. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

17. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

18. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

(PUR 1001 – 60A-1.002(7), F.A.C.)

**PUR 1000 – GENERAL CONTRACT CONDITIONS**

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of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes. NOTE: This section is superseded by a condition in Attachment B.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
   
   (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
   
   (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
   
   (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
   
   (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
   
   (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.

7. **Manufacturer’s Name and Approved Equivalents.** Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. **Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
12. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

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

16. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.
18. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

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

20. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. **NOTE: This paragraph is superseded by a condition in Attachment B.**

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

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

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

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

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

24. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

25. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. **Scope Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final.
subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. NOTE: This section is superseded by a condition in Attachment B.

35. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.
40. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

41. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer’s acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor’s use of the contract is cost-effective and in the best interest of the State.

43. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. **Annual Appropriations.** The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C.)

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ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS FOR ENVIRONMENTAL SITE ASSESSMENT SERVICES

B.1 Solicitation Number: 2013007C

B.2 Solicitation Type: Request for Proposals (RFP)

B.3 Date of RFP Issuance: October 30, 2012

B.4 Program Area: Bureau of Land Acquisition
Division of State Lands
Florida Department of Environmental Protection (DEP)

B.5 Solicitation Timeline:

By Friday, November 9, 2012 @ 5:00 p.m. ET all questions from prospective contractors must be submitted in accordance with the directions in section B.7.

By Friday, November 16, 2012 @ 5:00 p.m. ET the DEP anticipates posting the questions received and the DEP’s answers on the Vendor Bid System (see instructions on how to get to the Vendor Bid System below).

By Thursday, November 29, 2012 @ 2:30 p.m. ET, prospective contractors shall submit six (6) copies of their response to this solicitation (see Section B.32 for response preparation instructions).

On or after 8:30 a.m. ET, on Tuesday, January 8, 2013, the recommended award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to http://www.myflorida.com. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

   – Click on BUSINESS
   – Click on “Doing Business with the State”
   – Under the “Everything for Vendors and Customers” heading, click on "Vendor Bid System"
   – Click on “Search Advertisements”
   – Under the “Agency” search field, select the “Department of Environmental Protection” and click on "Initiate Search"
   – Click on the solicitation number "2013007C-AD"

The DEP reserves the right to short list respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If the DEP exercises the right, the short list will be posted on the Vendor Bid System at www.myflorida.com on or after 8:30 A.M. ET, Tuesday, January 8, 2013. In the event that the Department exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

These dates are to be used by prospective contractors for planning purposes and are subject to change. The DEP reserves the right to revise the solicitation schedule provided above.
Please notify the DEP Procurement Section identified below (see Section B.6) at least ten (10) days prior to the due date for responses if an accommodation because of a disability is required in order to participate in this procurement opportunity.

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

See the instructions for response preparation in Section B.32. Electronic submission of responses is not required and will not be accepted for this solicitation. Responses may be sent by U.S. Mail, Courier, or Hand-Delivered. RESPONSES TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.

Responses must be received by:

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

NO LATER THAN 2:30 P.M., Eastern Time (ET), on Thursday, November 29, 2012.

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

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

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

Any questions from vendors concerning this RFP shall be submitted in writing, identifying the submitter, to Debbie Bates at the address specified in Section B.6 above, or by email to Deborah.Bates@dep.state.fl.us by facsimile to 850-245-2411, by Friday, November 9, 2012. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective vendor’s responsibility to periodically check the VBS. DEP bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor’s failure to obtain the information made available through the DMS Vendor Bid System.

Each bidder shall and must assume that they are responsible for any and all services required under this solicitation. The Contract Manager shall be the sole judge of conditions which are satisfactory and acceptable. The bidder is also required to carefully examine the specifications set forth and to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the bidder because of a lack of knowledge of conditions or requirements and the selected contractor will not be relieved of any liabilities or obligations.
**INFORMATION WILL NOT BE AVAILABLE BY PHONE.** Any information received through any oral communication shall not be binding on the DEP and shall not be relied upon by an offeror.

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

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

**B.8 Restriction on Communication with DEP Staff:**

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

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

Tabulation of Results, with the recommended award, will be posted for review by interested parties at the location specified in Section B.5 above on or after 8:30 A.M., ET on Tuesday, January 8, 2013, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any respondent who desires to protest the recommended contract award must file a notice of protest and formal protest with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, MS#93, Carr Building, Room 235, Tallahassee, Florida 32303-3123, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

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

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

Any proposal content submitted to DEP which is asserted to be exempt under Chapter 119, Florida Statutes, shall be marked as such in accordance with the instructions outlined in Exhibit I of this Attachment. A sample has been provided for your convenience (see Exhibit I). Failure to so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.
B.11 Public Records

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

B.12 Description of Work Being Procured:

The Department is requesting proposals from firms experienced in environmental site assessments to provide environmental site assessment services, on a task assignment basis, for the State of Florida. These services shall be performed in accordance with the Scope of Services outlined in Attachment C.

No minimum amount of work is guaranteed under any contract resulting from this solicitation.

B.13 Number of Awards:

The DEP anticipates the issuance of multiple contracts as a result of this solicitation. The DEP, at its sole discretion, shall make this determination.

B.14 Contract Period:

The contract is expected to begin upon execution and remain in effect for a period of five (5) years, inclusive. The DEP reserves the right to renew any or all contracts resulting from this solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be limited to a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. All renewals are contingent upon satisfactory performance by the contractor and the availability of funds.

B.15 Type of Contract Contemplated (This section supersedes Attachment A, PUR1000, Condition #2, Purchase Orders.):

A task assignment contract is proposed, however, the DEP reserves the right to award another contract type if such will be most advantageous to the DEP and the State of Florida, price and other factors considered. The method of payment for task assignments will be a combination of fee schedule and cost reimbursement as specified in each executed Task Assignment Form.

It is anticipated that the selected contractors will be compensated on a fee schedule basis for the environmental site assessment services outlined in this solicitation. For any additional services required (see Attachment D), and authorized by an executed task assignment, the selected contractor may be compensated on a cost reimbursement basis.

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

B.16 Offer Acceptance Period:

The DEP expects to execute the contract(s) as soon as possible after the announcement of the award. The DEP has the discretion to terminate negotiations if agreement is not reached within thirty (30) days of announcement of an award.
B.17 Firm Response (This section supersedes Attachment A, PUR1001, Instruction #13, Firm Response.):

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

B.18 Laws and Permits:

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

B.19 Disclosure:

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

B.20 Indemnification (This section supersedes Attachment A, PUR1000, Condition #20, Indemnification, the first paragraph.):

The selected contractor must agree to indemnify, defend, save and hold harmless the State of Florida and the DEP from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act, or failure to act, by the selected contractor, its subcontractors, agents or employees, to the extent permitted by Florida law. Indemnification in this paragraph shall apply to contractual liabilities and not to any actual title insurance policy issued as a result of any task assigned.

B.21 Insurance (This section supersedes Attachment A, PUR1000, Condition #34, Insurance Requirements.):

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

The contractor selected under this RFP shall maintain during the life of the contract, comprehensive general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $2,000,000 combined single limit. The selected contractor(s) shall also carry blanket professional liability insurance with a coverage amount of at least $1,000,000.

The selected contractors' certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DEP Procurement Administrator.

The selected contractor shall be required to submit insurance certificates evidencing such insurance coverage prior to the execution of a contract with the DEP. Insurance certificates shall list the DEP as an additional insured and shall identify the DEP contract number.

B.22 Subcontracting:
The prospective contractor shall not subcontract, assign, or transfer any of the services sought under this solicitation, with the exception of those subcontractors identified in the prospective contractor's response, without the prior written consent of the DEP.

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

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

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

B.23 Conflict of Interest:

The respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

B.24 Limitation of Liability (This section supersedes Attachment A, PUR1000, Condition #21, Limitation of Liability):

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

B.25 Force Majeure:

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

B.26 Rights to Data and Copyright:
Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized databases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are (1) submitted with a response, (2) specified to be delivered under a project contract, or (3) developed or produced and paid for in whole or in part by contract funds, except as may otherwise be provided in the contract, become the property of the DEP.

B.27 Vendor Registration:

Prior to entering into a contract with the DEP, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 973-360 Environmental Studies Services and 991-320 Environmental Cleanup and Restoration.

B.28 Florida Department of State Registration Requirements:

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

B.29 Use of Contract by Other State of Florida Governmental Entities:

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

B.30 Number of Copies to be Submitted:

Six (6) signed copies of the response must be submitted for review by the DEP. Each copy is to be bound individually. One (1) copy of the response shall bear original signatures and be marked as the “Original”. Use of legible reproductions of signed originals is authorized for all other copies of the response.

B.31 Elaborate Responses:

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

B.32 General Instructions for Preparation of the Response:
The instructions for this RFP have been designed to help insure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

The response shall consist of the following parts:

A. **Acknowledgement Form:**

The DEP Solicitation Acknowledgement Form (original copy provided in solicitation package as Attachment A) shall be completed as instructed. The originally signed copy shall be submitted in one (1) copy of the response package marked "Original". Five (5) photocopies of the signed original Attachment A shall be made, and one (1) copy shall be provided in each of the five (5) additional response packages submitted to the DEP. If a respondent fails to submit a completed Acknowledgement Form with their response, the DEP reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation.

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

B. **Technical Response:**

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper. Each respondent shall limit the Technical Response Package to no more than thirty-five (35) single-sided pages [not including Cost and Past Performance] with page limits for each section **specified below.** Any photos, maps diagrams, charts or other non-text material which provides information about the respondent shall be included in the page limitation of the Technical Response Package.

If the specified page limit for a particular section or subsection is exceeded, the extra pages for that section or subsection will not be reviewed. Pages which are not used for a particular section or subsection cannot be added to the page allowance for another section. For example, if only two (2) of the four (4) pages allocated for the Availability section of the technical response package are used, the number of pages cannot be increased for any other section in the technical response package. The total page count of the technical response package, in this example, would therefore be thirty-three (33) pages.

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

The Technical Response Package shall contain the following sections:

1. **Project Management/Management Plan** (12 page limit)

   This section shall address the qualifications of the respondent as they relate to successful performance of the requested services. More specifically:

   a. This section shall provide information on the historical background of the respondent and on the respondent's organizational structure. This should include years in operation and years involved in work related to the services described in this solicitation.
b. The respondent shall describe in-house project organization and management methods which are most appropriate to perform the type of services described in Attachment B, Section B.12 and Attachment C.

c. The respondent shall submit an organizational chart for personnel. Contract managers and key personnel must be identified. Subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and subcontractor must be identified.

d. This section shall also include a discussion of cost and schedule controls, corrective action procedures, and any other management considerations appropriate to concurrent work on several projects. The DEP is interested not only in how cost and schedules will be tracked and reported, but specifically what will be done to reduce costs and maintain schedules. The DEP reserves the right to require the selected contractor and all subcontractors to use a single specified format for data management and project tracking.

e. For any services requiring certification which are intended to be provided by a subcontractor, a copy of the subcontractor’s certification must be provided, as well as a list of all matrix/method/analyte combinations for which the laboratory is certified. (These pages will not be included in the page limit.)

2. Availability (4 page limit)

Availability of the respondent’s personnel assigned to this contract is important. The DEP expects personnel and subcontractors identified in the response package to be available for work without interference from other contractual obligations which the respondent may have. The selected contractor may work on several projects simultaneously and therefore, should indicate how work overloads will be managed to prevent project delays.

3. Technical Plan (8 page limit)

This section shall explain the respondent’s approach, capabilities and methods to be used in accomplishing the tasks; the resources, facilities and equipment available to the respondent; areas of Florida in which the respondent can provide requested products and/or services; proposed timeframes for furnishing products and/or services; and any innovative concepts or techniques proposed for delivery of the products and/or services.

4. Quality Control Plan (8 page limit)

This section shall explain the proposed review/quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.

5. Personnel (3 page limit)

The personnel proposed for assignment to the contract resulting from this solicitation shall be identified and qualifications provided. If subcontractors have been identified in the Organization Plan section, include their qualifications and experience. This section should be supported by an
appendix (not to be included in the section page limit) of resumes adequate in number and orientation to demonstrate the respondent’s capability to perform. Their specific positions shall coincide with the section on Availability.

6. **Cost** *(Must use pages provided as Attachment D)*

On the form provided as Attachment D, the respondent shall provide a cost to provide the services identified in Section B.12 and Attachment C for each of the project sizes listed. The rates must include the cost of all things necessary to complete these services as described in this solicitation and the respondent’s response hereto, including, but not limited to personnel and labor costs, subcontracts, equipment expenses, miscellaneous expenses and the application of any multipliers (i.e. overhead, fringe benefits, etc.). **Failure by the respondent to provide a cost for each project size on Attachment D shall result in the response being deemed non-responsive and therefore, rejected.** Footnotes, notations, and exceptions made to this form shall not be considered.

The rates listed in Attachment D shall be current and effective during the first twelve months of the contract resulting from this solicitation. The selected contractor(s) may request an increase in rates for each year after the initial year of the contract, including the possible renewal period(s).

Request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the contract in order for the request to be considered. Rate increases must be requested in writing to the DEP and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The DEP shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party’s written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated pursuant to paragraph 10 of the contract, termination for convenience.

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

In the space provided on Attachment E, the respondent must list all names under which it has operated during the past five (5) years. The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after October, 2007).

Also, in the spaces provided on Attachment E, the respondent *(not intended subcontractors)* must provide the required information for a minimum of four (4) separate and verifiable projects which have been completed for clients of the respondent. The projects listed must be for work similar in nature to that specified in this solicitation. **Do not list projects completed for the DEP on this form.** Confidential clients shall not be included.

Projects that the respondent has completed for firms that are listed as subcontractors in their technical response package will not be accepted as Past Performance references under this solicitation. Projects that the respondent has completed for organizations having any affiliation with the respondent (i.e., under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation.
The same client may not be listed for more than one (1) reference (for example, if the respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

In the event that the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the work was performed must be given, at the end of the project description for that reference, on Attachment E.

In the event that respondents submit a response as a joint venture, at least one (1) past performance project must be listed for each member of the joint venture. However, the total minimum number of projects to be listed remains four (4).

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

The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The DEP will not attempt to correct incorrectly supplied information.

Failure to provide the required information for a minimum of four (4) separate and completed projects in the spaces provided on Attachment E or failure to provide the required information for each reference shall result in the respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

Failure of the respondent to provide any of the information required in the technical response portion of the response package shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost, which will result in the response being deemed non-responsive and rejected.

C. Respondent/Subcontractor Summary Form

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

D. Documentation Supporting Subcontract Arrangements (no page limit)

All respondents shall supply written proof of subcontract arrangements for this solicitation. Documentation shall be supplied for each subcontractor which the respondent intends to utilize and for which the respondent has identified the qualifications and experience of in their response. The written documentation
shall be a **one (1) page letter supplied by the subcontractor on its letterhead stationery**, clearly identifying the DEP Solicitation Number (2013007C), the project title (Environmental Site Assessment Services), and the prime contractor with whom the firm intends to subcontract. **Failure to submit a letter of commitment from an intended subcontractor identified in the response shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.**

The DEP supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida.

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

### E. State Project Plan

The respondent shall submit a written plan addressing the State’s five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The DEP expects respondents to address each objective. Objectives not addressed in the selected contractor’s response must be addressed prior to contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.**

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

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

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


2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent’s plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of
any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent’s explanation of its company’s hazardous waste plan and shall explain in detail its handling and disposal of waste.

3. **Certification of Drug-Free Workplace Program**: The State supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. **If applicable, the respondent shall sign and submit the “Certification of Drug-Free Workplace Program” Form, attached hereto and made a part hereof as Attachment F, to certify that the respondent has a drug-free workplace program.**

4. **Products Available from the Blind or Other Handicapped (RESPECT)**: The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

The respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**: The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at [http://www.pride-enterprises.org](http://www.pride-enterprises.org).

The respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.
B.33 Evaluation Criteria

A. General

1. The DEP reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.

2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.

3. The DEP may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other respondents.

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

B. Scoring

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

For example:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Raw Points Received</th>
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<tbody>
<tr>
<td>Company A</td>
<td>200</td>
<td>2</td>
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<tr>
<td>Company B</td>
<td>210</td>
<td>1</td>
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<tr>
<td>Company C</td>
<td>180</td>
<td>3.5*</td>
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<tr>
<td>Company D</td>
<td>175</td>
<td>5</td>
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<td>Company E</td>
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In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7; 7$ divided by $2 = 3.5$. Each firm receives a rank of 3.5.
B.34 Terms and Conditions (This section supersedes Attachment A, PUR1001, Instruction #4, Terms and Conditions.):

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

– Instructions for Preparation and Submission of Proposals for Environmental Site Assessment Services;
– Scope of Services,
– General Instructions to Respondents (PUR1001), and
– General Conditions (PUR1000).

The DEP objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Note:

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

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EXHIBIT I

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

In the event that confidential information or trade secrets are included in the Vendor’s response, please follow the instructions below to identify the specific information deemed to be exempt from Public Records law.

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

MARKING CONFIDENTIAL AND TRADE SECRET INFORMATION IN A PROPOSAL – SAMPLE

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ATTACHMENT C

SCOPE OF SERVICES

ENVIRONMENTAL SITE ASSESSMENT SERVICES

The Department is requesting proposals from firms experienced in environmental site assessments to provide environmental site assessment services, on a task assignment basis, for the State of Florida. These services may include, but not be limited to, the performance of all levels of environmental site assessments (i.e., Phase I, Phase II and updates) in compliance with the Division of State Lands’ requirements (see Exhibits I, III, IV and V below); summarizing recommendations and conclusions; preparing recommendations and conclusions; remediation coordination; remediation activities; clerical staff assistance for environmental site assessment and related document processing, project assessment and remediation consultation.

All sampling and analyses performed under the contract resulting from this solicitation must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and the Quality Assurance Requirements for Department Contracts (see Exhibit V of Attachment J).

The selected contractor(s) shall also be involved in the preparation of scopes of services for tasks to be assigned by the DEP, at no cost to the DEP. This may include compilation of information and products, and research and office work necessary for identification of tasks.

No minimum amount of work is guaranteed under any contract resulting from this solicitation.

Additional Services

The selected contractor may be requested to provide additional services related to an environmental site assessment or remediation services, as deemed necessary by the DEP. In the event that such additional services are needed, and based on the availability of funding, the Contractor shall be compensated at rates mutually acceptable to the Department and the Contractor, as evidenced by an executed Task Assignment Notification or Task Assignment Change Order Form.

Cost Proposals

The Department may issue informal cost proposal requests to its environmental site assessment contractors for specific projects to be conducted under a task assignment, although final selection for task assignment award may not be based solely on price. All cost proposals prepared by the Contractor must be submitted to the Department on or before the date and time set for receiving cost proposals in order to be considered for task assignment award.
EXHIBIT I

STANDARDS FOR ENVIRONMENTAL SITE ASSESSMENT SERVICES

DIVISION OF STATE LANDS
INSTRUCTIONS FOR
ENVIRONMENTAL SITE ASSESSMENTS

SCOPE OF SERVICES REQUIRED IN PERFORMING THE PHASE I ENVIRONMENTAL SITE ASSESSMENT (PHASE I ESA)

The environmental site assessment of the property (Property) to be acquired by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees) must meet the requirements of the Florida Department of Environmental Protection, Division of State Lands (DSL), Bureau of Land Acquisition (BLA). For purposes of performing the environmental site assessment, the term “hazardous materials” shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is designated pursuant to and/or regulated by any environmental law. The term “environmental law” shall mean any and all applicable federal, state, tribal or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials. In addition, the Contractor must comply with the most current American Society of Testing and Materials (ASTM) E 1527 standard. If the DSL standards and ASTM requirements for Phase I ESAs conflict, then the Contractor must perform to the more stringent of the requirements. Specifically, the Contractor must adhere to the current scope and limitations of ASTM Designation: E 1527-05; Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The DSL required components and scope of the environmental site assessment beyond the above are as follows:

1. Requests for deviation from the DSL requirements as set forth must be approved in writing by the Division of State Lands prior to the issuance of a Task Assignment.

2. Certify the environmental site assessment to the Board of Trustees of the Internal Improvement Trust fund of the State of Florida and any other parties requested by DSL. If the report is not certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and other requested parties, the product will not be accepted. The certification shall state the following: (a) the date the Task Assignment was signed by the Contractor (also insert a copy of the signed Task Assignment in the report following the certification page); (b) the date the Contractor began the work on the ESA; (c) the environmental site assessment meets the requirements of the Department of Environmental Protection, Division of State Lands, the current ASTM E 1527 standard, and therefore the federal Environmental Protection Agency’s All Appropriate Inquiry Rule; (d) the accuracy, correctness and completeness of the environmental site assessment is provided with the knowledge of the ASTM; and (e) the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is entitled to rely on the information set forth in the environmental site assessment.

3. Determine if prior environmental site assessments have been done or any other environmental work and, if so, what it disclosed. Include all found information in the report as an Appendix for the independent review.

4. Contractor agrees to notify DSL immediately, or as soon as feasible, if any substantial problems of significant magnitude unfold or are discovered at any point during the Phase I ESA that impact the Subject Property.

5. Determine the potential existence of federal, state, tribal, and local environmental cleanup liens and Activity and Use Limitations (AUL) of enforcement actions against the Property. The Division of State Lands contracts with the Contractor to fulfill these obligations on behalf of the user(s)/DSL.
6. Identify adjoining property landowners.

7. Interview the applicable adjoining neighbors if it is determined by the Contractor that an adjoining landowner is involved in an industrial use (an activity requiring the application of labor and capital for the production or distribution of a product or article, including, without limitation, manufacturing, processing, extraction, refining, warehousing, transportation, and utilities of hazardous substances or petroleum products), or if the adjoining site shows current or historical issues in the regulatory database search. Applicable sites would include gas stations; motor repair facilities; commercial printing facilities; dry cleaners; photo developing laboratories; junkyards or landfills; or waste treatment, storage, disposal, processing or recycling facilities. Interviewing residential neighbors is not necessary unless the Contractor has cause for concern.

8. Review and provide a summary of current and historical aerial photographs of the Property and surrounding area for an evaluation of prior and current use. Copies of the photography shall be placed in an appendix within the environmental site assessment for independent review.

9. Provide color photographs of the current site conditions in the ESA. All structures, wells, access roads and trail paths leading onto the Subject Property or impacting the Subject Property, areas of concern, items of concern (including trash sites, borrow pits, stressed vegetation and stained soil), business environmental risks, historical recognized environmental conditions, and recognized environmental conditions on the Property or impacting the Property shall be photographed. Enough photographs should be taken to show a good representation of the entire site's conditions. If access is available inside of each structure(s), enough photographs should be taken to show a good representation of the internal portion of the structure(s).
   a. Include the corresponding Longitude and Latitude of each photograph, and an ArcGIS shapefile which also includes the latitudes and longitudes in the attribute table, in the ESA report for all indicated areas.
   b. List manufacturer and model number of the GPS Unit used to collect data (i.e., Garmin GPS map 76).

10. Orient all photograph points on a site map to scale or current aerial photograph.

11. Estimate depth to groundwater and direction of groundwater flow.

12. List all data failures, as defined in the current ASTM E 1527 standard, and explain why they exist.

13. The environmental assessment report shall contain a discussion and evaluation of the relevance of all the components listed above and other findings of the ESA, along with definite conclusions and specific recommendations for further work the Contractor deems necessary as pertinent to the Subject Property.

14. Provide each report on double-sided pages.

15. Insert an aerial photograph or map of the entire Subject Property at the front of the report.

16. Provide a Table of Contents and page numbers in the ESA report.

17. Provide corresponding page numbers to the Contractor's Itemized Checklist (see Exhibit II), attached to the Task Assignment, and include a completed copy in the ESA.

18. Separate out appendices clearly in the report.
19. One (1) certified paper copy and four (4) certified CDs of the environmental site assessment shall be delivered to the DSL as set out below:

(DEP Contract Manager)
Bureau of Land Acquisition
Department of Environmental Protection
3900 Commonwealth Boulevard, Mail Station 115
Tallahassee, Florida 32399

20. All professionals preparing or reviewing Environmental Site Assessments for the Division of State Lands are required to carry a minimum of $1,000,000 in professional liability insurance.

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EXHIBIT II

CONTRACTOR’S ITEMIZED CHECKLIST

_Phase I ESA (ASTM E 1527 and ASTM E 2247); Updated Phase I ESA (ASTM E 1527 and ASTM E 2247)_

Directions: Please fill in each blank with the appropriate response. An appendix may be indicated instead of page number(s), if appropriate.

1) **YES/NO _____** Have any requests for deviation to the DSL Scope of Services been approved?

2) **Page # _____** Certification to the Board of Trustees, with subsections a, b, c, d, and e.

3) **Page # _____** Determination of whether other or previous ESAs or environmental work has been performed at the Subject Property. If other ESAs or environmental work exists, state the Appendix in which copies of the previous ESAs or environmental work can be found in the report: **Appendix _____**

4) **Page # _____** Determination of existing environmental liens and AULs on the Subject Property.

5) **Page # _____** Adjoining property landowner identification.

6) **YES/NO _____** Were any adjoining landowners interviewed? If so, what page number can this information be found on in the report? **Page # _____**

7) **Page # _____** Summary of current and historical aerial photographs.

8) **Page # _____** GPS points and GPS manufacturer and model.

9) **Page # _____** Photograph points oriented on a site map to scale or current aerial photograph.

10) **Page # _____** Groundwater information.

11) **Page # _____** Data failure information.

12) **Page # _____** Discussion and evaluation of findings, conclusions and recommendations.
The environmental site assessment of the property (Property) to be acquired by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees) must meet the requirements of the Florida Department of Environmental Protection, Division of State Lands (DSL), Bureau of Land Acquisition (BLA). For purposes of performing the environmental site assessment, the term “hazardous materials” shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is designated pursuant to and/or regulated by any environmental law. The term “environmental law” shall mean any and all applicable federal, state, tribal or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials. In addition, the Contractor must comply with the most current American Society of Testing and Materials (ASTM) E 2247 standard. If the DSL standards and ASTM requirements for Phase I ESAs conflict, then the Contractor must perform to the more stringent of the requirements. Please see Contractor’s Itemized Checklist (see Exhibit I), attached to the Task Assignment. Specifically, the Contractor must adhere to the current scope and limitations of ASTM Designation: E 2247-08; Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property.

The DSL required components and scope of the environmental site assessment beyond the above are as follows:

1. Requests for deviation from the DSL requirements as set forth must be approved in writing by the Division of State Lands prior to the issuance of a Task Assignment.

2. Certify the environmental site assessment to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and any other parties requested by DSL. If the report is not certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and other requested parties, the product will not be accepted. The certification shall state the following: (a) the date the Task Assignment was signed by the Contractor (also insert a copy of the signed Task Assignment in the report following the certification page); (b) the date the Contractor began the work on the ESA; (c) the environmental site assessment meets the requirements of the Department of Environmental Protection, Division of State Lands, the current ASTM E 2247 standard, and therefore the federal Environmental Protection Agency’s All Appropriate Inquiry Rule; (d) the accuracy, correctness and completeness of the environmental site assessment is provided with the knowledge of the ASTM; and (e) the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is entitled to rely on the information set forth in the environmental site assessment.

3. Determine if prior environmental site assessments have been done or any other environmental work and, if so, what it disclosed. Include all found information in the report as an Appendix for the independent review.

4. Contractor agrees to notify DSL immediately, or as soon as feasible, if any substantial problems of significant magnitude unfold or are discovered at any point during the Phase I ESA that impact the Subject Property.

5. Determine the potential existence of federal, state, tribal, and local environmental cleanup liens and Activity and Use Limitations (AUL) of enforcement actions against the Property. The Division of State Lands contracts with the Contractor to fulfill these obligations on behalf of the user(s)/DSL.
6. Identify adjoining property landowners.

7. Interview the applicable adjoining neighbors if it is determined by the Contractor that an adjoining landowner is involved in an industrial use (an activity requiring the application of labor and capital for the production or distribution of a product or article, including, without limitation, manufacturing, processing, extraction, refining, warehousing, transportation, and utilities of hazardous substances or petroleum products), or if the adjoining site shows current or historical issues in the regulatory database search. Applicable sites would include gas stations; motor repair facilities; commercial printing facilities; dry cleaners; photo developing laboratories; junkyards or landfills; or waste treatment, storage, disposal, processing or recycling facilities. Interviewing residential neighbors is not necessary unless the Contractor has cause for concern.

8. Review and provide a summary of current and historical aerial photographs of the Property and surrounding area for an evaluation of prior and current use. Copies of the photography shall be placed in an appendix within the environmental site assessment for independent review.

9. Provide color photographs of the current site conditions in the ESA. All structures, wells, access roads and trail paths leading onto the Subject Property or impacting the Subject Property, areas of concern, items of concern (including trash sites, borrow pits, stressed vegetation and stained soil), business environmental risks, historical recognized environmental conditions, and recognized environmental conditions on the Property or impacting the Property shall be photographed. Enough photographs should be taken to show a good representation of the entire site’s conditions. If access is available inside of each structure(s), enough photographs should be taken to show a good representation of the internal portion of the structure(s).
   a. Include the corresponding Longitude and Latitude of each photograph, and an ArcGIS shapefile which also includes the latitudes and longitudes in the attribute table, in the ESA report for all indicated areas.
   b. List manufacturer and model number of the GPS Unit used to collect data (i.e., Garmin GPS map 76).

10. Orient all photograph points on a site map to scale or current aerial photograph.

11. Estimate depth to groundwater and direction of groundwater flow.

12. List all data failures, as defined in the current ASTM E 2247 standard, and explain why they exist.

13. The environmental assessment report shall contain a discussion and evaluation of the relevance of all the components listed above and other findings of the ESA, along with definite conclusions and specific recommendations for further work the Contractor deems necessary as pertinent to the Subject Property.

14. Provide each report on double-sided pages.

15. Insert an aerial photograph or map of the entire Subject Property at the front of the report.

16. Provide a Table of Contents and page numbers in the ESA report.

17. Provide corresponding page numbers to the Contractor’s Itemized Checklist (see Exhibit I), attached to the Task Assignment, and include a completed copy in the ESA.

18. Separate out appendices clearly in the report.

19. One (1) certified paper copy and four (4) certified CDs of the environmental site assessment shall be delivered to the DSL as set out below:
20. All professionals preparing or reviewing Environmental Site Assessments for the Division of State Lands are required to carry a minimum of $1,000,000 in professional liability insurance.
EXHIBIT IV

STANDARDS FOR ENVIRONMENTAL SITE ASSESSMENT SERVICES

DIVISION OF STATE LANDS

INSTRUCTIONS FOR

UPDATED ENVIRONMENTAL SITE ASSESSMENTS

SCOPE OF SERVICES REQUIRED IN PERFORMING AN UPDATED
PHASE I (ASTM E 1527 or E 2247) ENVIRONMENTAL SITE ASSESSMENT

The updated environmental site assessment of the property (Property) to be acquired by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees) must meet the requirements of the Florida Department of Environmental Protection, Division of State Lands (DSL), Bureau of Land Acquisition (BLA). For purposes of performing the environmental site assessment, the term “hazardous materials” shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is designated pursuant to and/or regulated by any environmental law. The term “environmental law” shall mean any and all applicable federal, state, tribal or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials. In addition, the Contractor must comply with the most current American Society of Testing and Materials (ASTM) E 1527 or current ASTM E 2247 standard, whichever is applicable to the update. If the DSL standards and ASTM requirements for Phase I ESAs conflict, then the Contractor must perform to the more stringent of the requirements. Please see the Contractor’s Itemized Checklist which will be attached to the Task Assignment (see Exhibit II). Specifically, the Contractor must adhere to the current scope and limitations of ASTM Designation: E 1527-05; Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, or ASTM Designation: E 2247-08, Standard Practice for Environmental Site Assessment Process for Forestland or Rural Property, whichever is applicable to the update.

The DSL required components and scope of the environmental site assessment beyond the above are as follows:

1. Requests for deviation from the DSL requirements as set forth must be approved in writing by the Division of State Lands prior to the issuance of a Task Assignment.

2. Certify the updated environmental site assessment to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and any other parties requested by DSL. If the updated ESA report is not certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and other requested parties, the product will not be accepted. The certification shall state the following: (a) the date the Task Assignment was signed by the Contractor (also insert a copy of the signed Task Assignment in the report following the certification page); (b) the date the Contractor began the work on the updated ESA; (c) the updated environmental site assessment meets the requirements of the Department of Environmental Protection, Division of State Lands, the current ASTM standard, and therefore the federal Environmental Protection Agency’s All Appropriate Inquiry Rule; (d) the accuracy, correctness and completeness of the updated environmental site assessment is provided with the knowledge of the ASTM; and (e) the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is entitled to rely on the information set forth in the updated environmental site assessment.

3. Determine if prior environmental site assessments have been done or any other environmental work and, if so, what it disclosed. Include all found information in the report as an Appendix for the independent review.

4. Contractor agrees to notify DSL immediately, or as soon as feasible, if any substantial problems of significant magnitude unfold or are discovered at any point during the Updated Phase I ESA that impact the Subject Property.
5. Determine the potential existence of federal, state, tribal, and local environmental cleanup liens and Activity and Use Limitations (AUL) of enforcement actions against the Property. The Division of State Lands contracts with the Contractor to fulfill these obligations on behalf of the user(s)/DSL.

6. Identify adjoining property landowners.

7. Interview the applicable adjoining neighbors if it is determined by the Contractor that an adjoining landowner is involved in an industrial use (an activity requiring the application of labor and capital for the production or distribution of a product or article, including, without limitation, manufacturing, processing, extraction, refining, warehousing, transportation, and utilities of hazardous substances or petroleum products), or if the adjoining site shows current or historical issues in the regulatory database search. Applicable sites would include gas stations; motor repair facilities; commercial printing facilities; dry cleaners; photo developing laboratories; junkyards or landfills; or waste treatment, storage, disposal, processing or recycling facilities. Interviewing residential neighbors is not necessary unless the Contractor has cause for concern.

8. Review and provide a summary of current and historical aerial photographs of the Property and surrounding area for an evaluation of prior and current use. Copies of the photography shall be placed in an appendix within the updated environmental site assessment for independent review.

9. Provide color photographs of the current site conditions in the updated ESA. All structures, wells, access roads and trail paths leading onto the Subject Property or impacting the Subject Property, areas of concern, items of concern (including trash sites, borrow pits, stressed vegetation and stained soil), business environmental risks, historical recognized environmental conditions, and recognized environmental conditions on the Property or impacting the Property shall be photographed. Enough photographs should be taken to show a good representation of the entire site’s conditions. If access is available inside of each structure(s), enough photographs should be taken to show a good representation of the internal portion of the structure(s).
   a. Include the corresponding Longitude and Latitude of each photograph, and an ArcGIS shapefile which also includes the latitudes and longitudes in the attribute table, in the updated ESA report for all indicated areas.
   b. List manufacturer and model number of the GPS Unit used to collect data (i.e., Garmin GPS map 76).

10. Orient all photograph points on a site map to scale or current aerial photograph.

11. Estimate depth to groundwater and direction of groundwater flow.

12. List all data failures, as defined in the current ASTM standard, and explain why they exist.

13. The updated environmental assessment report shall contain a discussion and evaluation of the relevance of all the components listed above and other findings of the updated ESA, along with definite conclusions and specific recommendations for further work the Contractor deems necessary as pertinent to the Subject Property.

14. Provide each report on double-sided pages.

15. Insert an aerial photograph or map of the entire Subject Property at the front of the report.

16. Provide a Table of Contents and page numbers in the updated ESA report.

17. Provide corresponding page numbers to the Contractor’s Itemized Checklist (see Exhibit II), attached to the Task Assignment, and include a completed copy in the updated ESA.

18. Separate out appendices clearly in the report.
19. One (1) certified paper copy and four (4) certified CDs of the updated environmental site assessment shall be delivered to the DSL as set out below:

(DEP Contract Manager)
Bureau of Land Acquisition
Department of Environmental Protection
3900 Commonwealth Boulevard, Mail Station 115
Tallahassee, Florida 32399

20. All professionals preparing or reviewing Environmental Site Assessments for the Division of State Lands are required to carry a minimum of $1,000,000 in professional liability insurance.
EXHIBIT V
DIVISION OF STATE LANDS
INSTRUCTIONS FOR
PHASE II ENVIRONMENTAL SITE ASSESSMENTS

STANDARDS FOR CONDUCTING PHASE II ENVIRONMENTAL SITE ASSESSMENT (PHASE II ESA)

1. Certify the Phase II environmental site assessment to the Board of Trustees of the Internal Improvement Trust fund of the State of Florida and any other parties requested by DSL. If the report is not certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and other requested parties, the product will not be accepted. The certification shall state the following: (a) the date the Task Assignment was signed by the Contractor and the due date (also insert a copy of the signed Task Assignment in the report following the certification page); (b) the Phase II environmental site assessment meets the requirements of the Department of Environmental Protection, Division of State Lands; (c) the accuracy, correctness and completeness of the Phase II environmental site assessment is provided with the knowledge of the Comprehensive Environmental Response Compensation And Liability Act as set forth in 42 U.S.C. Section 9601 et seq., as amended (“CERCLA”); and (d) the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is entitled to rely on the information set forth in the Phase II environmental site assessment.

2. Requests for deviation from the DSL requirements as set forth must be approved in writing by the Division of State Lands prior to the issuance of a Task Assignment.

3. Contractor agrees to notify DSL immediately, or as soon as feasible, a) if any substantial problems of significant magnitude unfold or are discovered at any point during the Phase II ESA that impact the Subject Property, or b) if any new Recognized Environmental Conditions (RECs) that were not listed as an REC in the corresponding Phase I ESA are discovered during the course of the Phase II ESA.

4. Contractor agrees to communicate to DSL, by email and/or telephone, all of the data results once received from the laboratory prior to submittal of the written report.

5. Provide color photographs of the Phase II ESA work and any onsite conditions that may have changed since the Phase I ESA that may be of concern. Enough photographs should be taken to show a good representation of the site’s RECs that are associated with the Phase II ESA.
   a) Orient all photographs on a site map to scale or current aerial photograph.

6. Provide correlating GPS points for all existing wells, sample points, monitor wells, and newly discovered recognized environmental conditions, items of concern or business environmental risks.
   a) Orient GPS points on a site map to scale or current aerial photograph.

7. All Phase II environmental site assessments shall be approved and certified by a professional engineer or professional geologist licensed by the State of Florida.

8. Submit a written report which shall include a description of the RECs identified in the Phase I ESA (any any other RECs identified during the course of the Phase II ESA), the correlating work performed; observations; all back up documentation including, but not limited to, the results of the laboratory analysis, waste manifests, receipts and chain of custody documentation; monitoring well construction data; findings; conclusions, and specific recommendations based on the conditions encountered during the assessment.

10. Insert an aerial photograph or map of the entire Subject Property at the front of the report.

11. Separate out appendices clearly in the report.

12. One (1) certified paper copy and four (4) certified CDs of the Phase II environmental site assessment shall be delivered to the DSL as set out below:

   (DEP Contract Manager)
   Bureau of Land Acquisition
   Department of Environmental Protection
   3900 Commonwealth Boulevard, Mail Station 115
   Tallahassee, Florida 32399
ATTACHMENT D
COST PROPOSAL FORM

The Contractor shall provide a price for each of the project sizes listed below. The prices must include the cost of all things necessary to provide the services described in this solicitation, including, but not limited to, personnel and labor costs, travel and per diem expenses, sampling and analyses (as specified below), equipment expenses, miscellaneous expenses (i.e. postage), and the application of any multipliers (i.e. overhead, fringe benefits, etc.).

<table>
<thead>
<tr>
<th>Property Size</th>
<th>Total Cost for a Property size of less than 5 acres</th>
<th>Total Cost for a Property size of 5 to 50 acres</th>
<th>Total Cost for a Property size greater than 50 acres, up to and including 1,000 acres</th>
<th>Total Cost for a Property size greater than 1,000 acres</th>
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<tr>
<td>Phase I Environmental Site Assessments for Forestland or Rural Property</td>
<td>$___________</td>
<td>$___________</td>
<td>$___________</td>
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<td>Phase I Environmental Site Assessments</td>
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<td>Updated Environmental Site Assessments</td>
<td>$___________</td>
<td>$___________</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

NOTES:
1. The cost shall be for the completion of all services outlined on pages 6-8 of Attachment C.
2. The cost shall be for the completion of all services outlined on pages 2-4 of Attachment C. This cost shall not include any sampling and analysis.
3. The cost shall be for the completion of all services outlined on pages 9-11 of Attachment C. This cost shall not include any sampling and analysis beyond organic vapor analysis in the field. Any additional sampling and analysis shall be reimbursed at costs as authorized in an executed Task Assignment/Task Assignment Change Order Form.

- Per the terms of the contract resulting from this solicitation, in the event that Phase II Environmental Site Assessments or Remediation services are required, the Contractor shall be shall be compensated at rates mutually acceptable to the Department and the Contractor, as evidenced by an executed Task Assignment Notification or Task Assignment Change Order Form.
- In the event that expert witness services are required from the selected contractor(s), such services shall be acquired through a purchase order done outside of the contract resulting from this solicitation.
ATTACHMENT E
CLIENT REFERENCE FORM

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

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

On the following pages, the respondent must provide the required information for a minimum of four (4) separate and verifiable projects which have been completed. Do not list projects completed for the DEP on this form (see next paragraph). Information on each project must be provided on this Attachment. Any information not submitted on this attachment shall not be considered. All projects listed must be for work similar to that described in this solicitation. Confidential clients shall not be included. Any additional references listed, over the minimum of four required, will be considered in determining if the respondent has satisfied the requirements for the four references as set out herein.

The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after October, 2007) for use in the evaluation of Past DEP Performance, if applicable.

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

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

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

In the event that respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains four (4).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Client #1

Name: 
Address: 

Contact Person: ____________________ Telephone Number: ____________________ (PLEASE VERIFY)

Project Dates (when work was performed): ____________________ to ____________________
Dates should be in mm/yyyy format and must verify that the project is completed.

Specific Location of Project: ____________________

Brief description of the services performed for this project:
Client #2

Name: ____________________________________________________________
Address: _________________________________________________________

Contact Person: __________________________ Telephone Number: ____________ (PLEASE VERIFY)

Project Dates (when work was performed): _______________ to _______________
Dates should be in mm/yyyy format and must verify that the project is completed.

Specific Location of Project: __________________________________________

Brief description of the services performed for this project:

_________________________________________________________________
Client #3

Name: 
Address: 

Contact Person: __________________________ Telephone Number: __________________________ (PLEASE VERIFY)

Project Dates (when work was performed): __________________________ to __________________________
Dates should be in mm/yyyy format and must verify that the project is completed.

Specific Location of Project:

Brief description of the services performed for this project:
Client #4

Name: 

Address: 

Contact Person: 
Telephone Number: 
(PLEASE VERIFY)

Project Dates (when work was performed): 

dates should be in mm/yyyy format and must verify that the project is completed.

Specific Location of Project: 

Brief description of the services performed for this project:
Client #5

Name: 

Address: 

Contact Person: ___________________ Telephone Number: ___________________ (PLEASE VERIFY)

Project Dates (when work was performed): ________________ to ___________________

Dates should be in mm/yyyy format and must verify that the project is completed.

Specific Location of Project: 

Brief description of the services performed for this project:
ATTACHMENT F
CERTIFICATION OF DRUG-FREE WORKPLACE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

________________________________________________________________________
(Signature)
________________________________________________________________________
(Type Name)
________________________________________________________________________
(Firm Name)
________________________________________________________________________
(Address)
## ATTACHMENT G
### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>I. Acknowledgement Form</th>
<th>Maximum Raw Score Possible</th>
<th>Weight Factor</th>
<th>Maximum Possible Points</th>
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<tr>
<td>II. Technical Response</td>
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<tr>
<td>A. Project Management/Management Plan</td>
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<tr>
<td>1. Historical Background 1</td>
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<td>X 3</td>
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<td>2. In-House Organization and Management Methods 1</td>
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<td>X 3</td>
<td>= 12</td>
</tr>
<tr>
<td>3. Personnel/Subcontractor Personnel 1</td>
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<td>X 3</td>
<td>= 12</td>
</tr>
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<td>4. Cost and Schedule Controls 1</td>
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<td>5. Subcontractor/Laboratory Certifications 1</td>
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<td>B. Availability 1</td>
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<td>C. Technical Plan 1</td>
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<td>D. Quality Control Plan 1</td>
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<td>E. Personnel 1</td>
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<td>X 15</td>
<td>= 60</td>
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<td>F. Cost 2</td>
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<td>X 1</td>
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<td>G. Past Performance 3</td>
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<td>1. Client #1</td>
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<td>X 1</td>
<td>= 10</td>
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<tr>
<td>2. Client #2 (DEP, if applicable)</td>
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<td>X 1</td>
<td>= 10</td>
</tr>
<tr>
<td>H. Respondent/Subcontractor Summary Form</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>I. Subcontractor Documentation</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor’s qualifications from consideration in the Response package.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. State Project Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Numerical Rating 4</td>
<td></td>
<td></td>
<td>= 367</td>
</tr>
</tbody>
</table>

### Notes:

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

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>This element of the evaluation criteria was <strong>not addressed</strong>.</td>
</tr>
<tr>
<td>1</td>
<td>This element of the evaluation criteria is <strong>unsatisfactory/below average</strong>.</td>
</tr>
<tr>
<td>2</td>
<td>This element of the evaluation criteria is <strong>average</strong>.</td>
</tr>
<tr>
<td>3</td>
<td>This element of the evaluation criteria is <strong>above average</strong>.</td>
</tr>
<tr>
<td>4</td>
<td>This element of the evaluation criteria is <strong>superior</strong>.</td>
</tr>
</tbody>
</table>
2 The respondent submitting the lowest total cost (LTC) will receive the maximum points for the cost element of the evaluation. The other respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent. The formula used to determine the points awarded is:

\[
\text{Cost Points Awarded} = \frac{\text{LTC}}{\text{Proposal Cost being Considered (PB)}} \times 95
\]

3 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from two (2) of the respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The DEP will not attempt to correct incorrectly supplied information.

4 Failure of the respondent to provide any of the information required in the technical response portion of the proposal shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost, which shall result in the response being deemed non-responsive and rejected.
SAMPLE EVALUATION CRITERIA SCORESHEET

Respondent’s Name:  
Reviewer Code:  

<table>
<thead>
<tr>
<th>I. Acknowledgement Form</th>
<th>Maximum Raw Score Possible</th>
<th>Raw Score</th>
<th>Weight Factor</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Technical Response</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Qualifications and Experience of Proposed Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Historical Background 1</td>
<td>4</td>
<td>X</td>
<td>3</td>
<td>=</td>
</tr>
<tr>
<td>2. In-House Organization and Management Methods 1</td>
<td>4</td>
<td>X</td>
<td>4</td>
<td>=</td>
</tr>
<tr>
<td>3. Personnel/Subcontractor Personnel 1</td>
<td>4</td>
<td>X</td>
<td>5</td>
<td>=</td>
</tr>
<tr>
<td>4. Cost and Schedule Controls 1</td>
<td>4</td>
<td>X</td>
<td>4</td>
<td>=</td>
</tr>
<tr>
<td>5. Subcontractor/Laboratory Certifications 1</td>
<td>4</td>
<td>X</td>
<td>3</td>
<td>=</td>
</tr>
<tr>
<td>B. Availability 1</td>
<td>4</td>
<td>X</td>
<td>6</td>
<td>=</td>
</tr>
<tr>
<td>C. Technical Plan 1</td>
<td>4</td>
<td>X</td>
<td>8</td>
<td>=</td>
</tr>
<tr>
<td>D. Quality Control Plan 1</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
<tr>
<td>E. Personnel 1</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
<tr>
<td>F. Cost/Price 2</td>
<td>95</td>
<td>X</td>
<td>1</td>
<td>=</td>
</tr>
<tr>
<td>G. Past Performance 3</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
<tr>
<td>1. Client #1</td>
<td>10</td>
<td>X</td>
<td>1</td>
<td>=</td>
</tr>
<tr>
<td>2. Client #2 (DEP, if applicable)</td>
<td>10</td>
<td>X</td>
<td>1</td>
<td>=</td>
</tr>
<tr>
<td>H. Respondent/Subcontractor Summary Form</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
<tr>
<td>I. Subcontractor Documentation</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
<tr>
<td>Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor’s qualifications from consideration in the Response package.</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
<tr>
<td>J. State Project Plan</td>
<td></td>
<td></td>
<td></td>
<td>=</td>
</tr>
</tbody>
</table>

Total Numerical Rating 4

Notes:

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

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>This element of the evaluation criteria was not addressed.</td>
</tr>
<tr>
<td>1</td>
<td>This element of the evaluation criteria is unsatisfactory/below average.</td>
</tr>
<tr>
<td>2</td>
<td>This element of the evaluation criteria is average.</td>
</tr>
<tr>
<td>3</td>
<td>This element of the evaluation criteria is above average.</td>
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<td>4</td>
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</tr>
</tbody>
</table>
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3 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from two (2) of the respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The DEP will not attempt to correct incorrectly supplied information.

4 Failure of the respondent to provide any of the information required in the technical response portion of the proposal shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost, which shall result in the response being deemed non-responsive and rejected.
Evaluation Questionnaire for Past Performance

Respondent’s Name: _________________________________________________________

Respondent’s Reference Name: ________________________________________________

Contact Person: ______________________________________________________________

Reviewer Code: _______________________________ Date: ____________________________

The following questions will be asked of client references chosen at the discretion of the DEP:

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

2. Did the Contractor adhere to the agreed upon schedule?
   Yes = 2 points; No = 0 points

3. Was the project completed within the proposed or agreed upon budget?
   Yes = 2 points; No = 0 points

4. How would you rate the Contractor’s use of adequate personnel in quantity, Experience and profession? Satisfactory = 2 points, Unsatisfactory = 0 points

5. Did the Contractor provide adequate and timely responses to your requests for information? Yes = 2 points, No = 0 points

6. How would you rate the Contractor’s overall quality of work?
   Good = 2 points, Fair = 1 point, Poor = 0 points

Total Score

Reference signature: __________________________________________________________ Date: ________________
ATTACHMENT H

RFP RESPONSE CHECKLIST

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

1. _____ The DEP Solicitation Acknowledgement Form (Attachment A in the solicitation package) must be completed and signed. If a respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their response the DEP reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation. Did you complete the following:
   a. Vendor Name;
   b. Vendor Mailing Address;
   c. City, State and Zip Code;
   d. Phone Number and Fax Number with Area Code;
   e. Email Address;
   f. F.E.I.D. Number;
   g. Type of Business Entity (Corporation, LLC, Partnership, etc.);
   h. Sign Form (by individual authorized to bind company);
   i. Type Name of Signatory and Title; and,
   j. Primary and Secondary Contact Information?

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

2. _____ Technical Response (see Attachment B, Section B.32) which addresses the following subjects:
   a. Project Management/Management Plan (15 page limit, not including subcontractor certifications and list of all matrix/method/analyte combinations for which the laboratory is certified);
   b. Availability (4 page limit);
   c. Technical Plan (8 page limit);
   d. Quality Control Plan (8 page limit);
   e. Personnel (3 page limit, not including resumes);
   f. Cost/Price (must use page provided as Attachment D); and,
   g. Past Performance (must use pages provided as Attachment E).

   See Attachment B, Section B.32 for further information.

3. _____ State Project Plan, which addresses the following:
   a. Diversity;
   b. Environmental Considerations;
   c. Certification of Drug-Free Workplace (complete and sign Attachment F, if applicable);
   d. Use of RESPECT; and,
   e. Use of PRIDE.

4. _____ Respondent/Subcontractor Summary Form - Attachment I. List the name of the respondent(s), the name of each intended subcontractor, and indicate the one business category for each firm listed.
5. ______ Submitted letters demonstrating subcontractor arrangements. Such letters must be written on the intended subcontractor's letterhead and must include the DEP Solicitation Number (2013007C), the project title (Environmental Site Assessment Services), and a clear agreement to provide services to the respondent's company. Failure to submit a letter of commitment from an intended subcontractor identified in the RFP shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.

6. ______ Six (6) complete copies of the entire response must be submitted to the DEP in accordance with Attachment B, Sections B.5 and B.32. One (1) copy of the response shall bear original signatures and be marked as the “Original”.

This checklist (Attachment H) is provided merely for the convenience of the respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.
ATTACHMENT I

RESPONDENT/SUBCONTRACTOR SUMMARY FORM

TEAM IDENTIFICATION (To Be Completed By The Respondent.)

As Respondent to DEP Solicitation No. 2013007C, I/we intend to utilize the following team in connection with this project: In the spaces provided below, list the name of the respondent, the name of each intended subcontractor, and indicate the business category of each one listed.

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

<table>
<thead>
<tr>
<th>BUSINESS CLASSIFICATION</th>
<th>CERTIFIED MBE</th>
<th>NON-CERTIFIED MBE</th>
<th>NON-PROFIT ORG.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P.R.I.D.E.</td>
<td>HISPANIC</td>
<td>NATIVE AMERICAN</td>
</tr>
<tr>
<td></td>
<td>AFRICAN AMERICAN</td>
<td>ASIAN/HAWAIIAN</td>
<td>AMERICAN WOMAN</td>
</tr>
<tr>
<td></td>
<td>ASIAN/HAWAIIAN</td>
<td>AMERICAN WOMAN</td>
<td>SERVICE-DISABLED VETERAN</td>
</tr>
<tr>
<td></td>
<td>AMERICAN WOMAN</td>
<td>SERVICE-DISABLED VETERAN</td>
<td>51% OR MORE MINORITY</td>
</tr>
<tr>
<td></td>
<td>SERVICE-DISABLED VETERAN</td>
<td>51% OR MORE MINORITY</td>
<td>OTHER NON-PROFIT</td>
</tr>
<tr>
<td></td>
<td>51% OR MORE MINORITY</td>
<td>OTHER NON-PROFIT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GOVERNMENTAL AGENCY</td>
<td>51% OR MORE MINORITY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SMALL BUSINESS (STATE)</td>
<td>51% OR MORE MINORITY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SMALL BUSINESS (FEDERAL)</td>
<td>51% OR MORE MINORITY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-MINORITY</td>
<td>51% OR MORE MINORITY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-MINORITY</td>
<td>OTHER NON-PROFIT</td>
<td></td>
</tr>
</tbody>
</table>

LIST NAMES OF RESPONDENT(S) & ALL INTENDED SUBCONTRACTORS

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
I/WE HEREBY CERTIFY that, as Respondent to DEP Solicitation No. 2013007C, that the information provided herein is true and correct.

Name of Respondent #1

Signature

Date

Name of Respondent #2

Signature

Date

Print Name/Title

Print Name/Title

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

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

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2013007C, a prospective contractor has agreed to accept the terms and conditions of the contract contained in this attachment. The DEP reserves the right to make modifications to this contract if it is deemed to be in the best interest of the DEP or the State of Florida.

DEP Contract No. ______

CONTRACT

This Contract is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department"), and __________ (Name of Entity), a __________ (Type of Entity) _, whose address is __________ (Entity Address) (hereinafter referred to as the “Contractor”), to provide Environmental Site Assessment services.

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

1. The Department does hereby retain the Contractor to provide Environmental Site Assessment services on a Task Assignment basis (copies of the Task Assignment Form and Task Assignment Change Order Form are attached hereto and made a part hereof as Exhibits I and II, respectively) as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2013007C and the Contractor’s response thereto, incorporated herein by reference, and in accordance with Exhibit ___, Scope of Services (see Attachment C of this Solicitation), attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract. **No minimum amount of work is guaranteed under this Contract.**

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

3. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports or other services.

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

5. This Contract shall begin upon execution by both parties and remain in effect for a period of five (5) years, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract and the execution of a Task Assignment/Task Assignment Change Order Form, as appropriate. Task Assignment/Task Assignment Change Order performance periods may not exceed the completion date of the Contract established above. This Contract may be renewed for an additional term not to exceed three (3) years or the original term of the Contract, whichever period is longer. Renewal of
this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funding.

6. A. As consideration for the satisfactory completion of services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee schedule/cost reimbursement basis as specified in each executed Task Assignment Notification Form. For the performance of environmental site assessment services, the Contractor shall be compensated on a fee schedule basis in accordance with the rates in Exhibit **, Rate Schedule, attached hereto and made a part hereof. For additional services required, and authorized, by an executed Task Assignment Notification Form, the Contractor shall be compensated on a cost reimbursement basis.

B. Funding under this Contract shall be authorized by and for each executed Task Assignment as issued by the Department. The Contractor is not authorized to perform any services that exceed the funding amount authorized for each Task Assignment. Upon completion and final payment of each Task Assignment, all funds remaining from that particular Task Assignment shall be unencumbered by the Department. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence work on a Task Assignment until said Task Assignment as been fully executed by both the Department and the Contractor.

C. For purposes of this Contract, the following representatives identified herein are delegated the authority to execute Task Assignment and Task Assignment Change Order Forms for or on behalf of the Department.

-- For Task Assignments whose total value does not exceed $35,000:
   Bureau Chief, Program Administrator

-- For Task Assignments whose total value is in excess of $35,000, but does not exceed $100,000:
   Assistant Division Director

-- For Task Assignments whose total value is in excess of $100,000, but does not exceed $250,000:
   Division Director

-- For Task Assignments whose total value is in excess of $250,000, but does not exceed $500,000:
   Deputy Secretary, Chief of Staff

-- For Task Assignments whose total value is in excess of $500,000:
   Secretary

D. The Contractor shall submit invoices upon the submittal of each deliverable identified in each executed task assignment for the amounts specified therein. Each invoice shall be itemized in accordance with the rates in Exhibit **. Exhibit III, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Exhibit III with an invoice shall result in a delay in processing the invoice for payment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be submitted within sixty (60) days of the completion of each Task Assignment. A final invoice must be submitted to the Department no later than thirty (30) days following the completion date of the Contract, to assure the availability of funds for payment.
E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as Exhibit IV), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

i. **Contractual** (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

ii. **Travel** - Travel expenses are included in the fee schedule rates and shall not be reimbursed separately.

iii. **Equipment** - (Capital outlay over $1,000 in value) – The purchase of non-expendable equipment is not authorized under the terms of this Contract.

iv. **Other Expenses** - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.

F. The rates listed in Exhibit ** shall be current and effective during the first twelve months of this Contract. The Contractor may request an increase in rates for each year after the initial year of the contract, including the possible renewal period(s).

Request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party’s written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated pursuant to paragraph 10, termination for convenience.

G. Charges for rates or expenses which are not included in Exhibit **, but which are required by the Department on a Task Assignment, shall be compensated at rates mutually acceptable to the Department and the Contractor, and shall be evidenced by an executed Task Assignment Notification Form. In the event that the Department determines that such rates should become part of the rate schedule attached to this Contract, the Department shall initiate a change order evidencing the rates mutually agreed to by both parties for inclusion in this Contract.
H. The Department may issue informal cost proposal requests to its environmental site assessment contractors for specific projects to be conducted under a task assignment, although final selection for task assignment award may not be based solely on price. All cost proposals prepared by the Contractor must be submitted to the Department on or before the date and time set for receiving cost proposals in order to be considered for task assignment award.

7. The State of Florida’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

8. Pursuant to Section 215.422, Florida Statutes, the Department’s Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

9. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than $1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.

10. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act or failure to act by the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.

11. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

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

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 12.

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

Contractor

Department
13. The Department's Contract Manager is (Name) (Title), Phone ______/________________. The Contractor's Contract Manager is (Name) (Title), Phone ______/________________. All matters shall be directed to the Contract Managers for appropriate action or disposition.

14. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

15. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State constitution and Section 119.07(1), Florida Statutes.

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

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

18. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

19. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

20. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

21. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.

23. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

24. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of (list of subcontractors identified in RFP response package); without the prior written consent of the Department's Contract Manager. The Department reserves the right to reject any subcontractor based upon prior experience. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

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

26. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.
The “nonprofit agency” identified is RESPECT of Florida which may be contacted at:

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

27. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers’ Compensation Insurance for all of his employees connected with the work of this project. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers’ Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers’ Compensation statutes, the Contractor shall provide adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

28. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than $100,000 per occurrence and $300,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit for bodily injury and property damage. The Contractor shall also secure and maintain blanket professional liability insurance with a coverage amount of at least $1,000,000. The Contractor’s current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department’s Procurement Administrator. The certificate shall also name the Department as an additional insured and shall reference the DEP Contract Number.

28. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this Contract.

29. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Form issued under the terms of this Contract, shall require an appropriate adjustment and modification (formal amendment) to this Contract.

30. All tracings, plans, specifications, maps, computer files, reports and/or documents prepared or obtained under this Contract, as well as data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said documents(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contractor at any time.

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

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

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

33. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

34. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

35. It is acknowledged that time is of the essence, and whereas the actual damages to be suffered by later performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages: In the event that the Final Report identified in each Task Assignment Notification Form or Task Assignment Change Order is not completed and submitted within the time stated, the compensation stated for that Task Assignment or Task Assignment Change Order of the Contract may be reduced by an amount per day as specified in each Task Assignment Notification Form for each day the Final Report is late.

36. A. Other State of Florida Governmental entities (Entity) may purchase from this Contract, provided such use of the Contact has been determined to be cost effective by the Entity and in the best interest of the State.

B. The Contractor has the option of selling the commodities or services described under this Contract to other State of Florida governmental entities at the Contractor’s discretion.
C. Eligible users of this Contract include other State of Florida Agencies (including members of the State University System and Community College System), Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other local public agencies or authorities.

D. The general terms and conditions of this Contract shall apply to the services procured by other State of Florida governmental entities referencing this Contract.

E. Funding mechanisms/work assignments must be executed in advance of work performed for another State of Florida governmental entity. The governmental entity shall utilize appropriate funding mechanisms (purchase orders, etc.) to authorize performance by the Contractor.

F. All work performed under a funding mechanism executed by another State of Florida governmental entity shall be the responsibility of the governmental entity for payment. The Department shall not be responsible for payment of any services performed under this section of the Contract.

G. The use of Exhibits I and II of this Contract by other governmental entities is not authorized under this Section of the Contract.

H. Contract/Project Managers shall be identified for each work assignment executed between the Contractor and another governmental entity. The Department's Contract/Project Manager shall not be responsible for any work performed under this Section of the Contract.

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

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

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

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

38. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

**CONTRACTOR'S NAME**

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:________________________________________ By:________________________________________
Title: Secretary or designee

Date:_______________________________________ Date:________________________________________

(Company Name) ____________________________________________
(Company Address) ____________________________________________
(City, State and Zip Code) ____________________________________________

FEID No.____________________________________ ____________________________________________

DEP Contract Manager

DEP Contracts Administrator

Contractor's Remittance Address: Approved as to form and legality:

(Address) ____________________________________________
(City, State and Zip Code) ____________________________________________

DEP Attorney

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Letter/ Number</th>
<th>Description (include number of pages)</th>
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<tr>
<td>Exhibit</td>
<td>I</td>
<td>Task Assignment Notification Form (1 page)</td>
</tr>
<tr>
<td>Exhibit</td>
<td>II</td>
<td>Task Assignment Change Order Form (1 page)</td>
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<td>Exhibit</td>
<td>III</td>
<td>Subcontractor Utilization Report Form (3 pages)</td>
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<td>Exhibit</td>
<td>IV</td>
<td>Contract Payment Requirements (1 page)</td>
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<td>Exhibit</td>
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<td>Scope of Services (See Attachment C of this Solicitation)</td>
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<td>Exhibit</td>
<td>**</td>
<td>Rate Schedule (See Attachment D of this Solicitation)</td>
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EXHIBIT I

TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. PL___

Task Assignment Number:_________________________ File Number:_________________________

Project Name:________________________________________________________________________

Owner’s Name/Parcel #:______________________________________________________________ County:__________________________________________

Contractor:__________________________________________________________ FEID No:____________________________________________

Contractor Contract Manager:__________________________________________________ Phone Number:_______________________

DEP Designated Task Manager: ________________________________________________ Phone Number:_______________________

DEP Contract Manager:_______________________________________________________ Phone Number:_______________________

Subcontractors: (List, if any)  ______________________________________________________________ MBE: ______ Yes   ______ No
                                                                                       MBE: ______ Yes   ______ No

Task Description (Use additional sheets if necessary):_____________________________________________________________________
________________________________________________________________________________________________________________
________________________________________________________________________________________________________________

Final Products Due Date:_______________________________ Liquidated Damages Per Day Charge:$______________

Task Assignment Type:                                               Amount Not To Exceed:

Fee Schedule                                                       $____________________

Cost Reimbursement                                                   $____________________

Total Task Assignment Value                                          $____________________

CONTRACTOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager Date DEP Contract Manager or designee Date

APPROVED:

Contractual Authority Date

Funding Authority Date

FOR DEPARTMENT USE ONLY:

Funding Information:

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cc: Ruth Heggen, Procurement Section (MS93) Bureau of Finance & Accounting (MS75) - 2 copies
EXHIBIT II

TASK ASSIGNMENT CHANGE ORDER FORM
DEP CONTRACT NO. PL___

Task Assignment Number:_______________________  Change Order No.:_______________  File Number:_____________________

Project Name:_________________________________________________________________________________________________

Owner’s Name/Parcel #:________________________________________________________    County:_________________________

Contractor Contract Manager:________________________________________________   Phone Number:_______________________

DEP Designated Task Manager:______________________________________________   Phone Number:_______________________

DEP Contract Manager: ____________________________________________________   Phone Number:_______________________

Description of Change (Use additional sheets if necessary):

CHANGE IN TASK AMOUNT

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<td>Task amount with all change orders:</td>
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CHANGE IN TASK TIME

Original task completion date:_________________________________________
Completion date prior to this change:___________________________________
Net increase/decrease in task period:___________________________________
Completion date with all change orders:_________________________________

CONTRACTOR

Contract Manager ________________________ Date ________________________

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DEP Contract Manager or designee ________________________ Date ________________________

APPROVED:

Contractual Authority ________________________ Date ________________________

Funding Authority ________________________ Date ________________________

FOR DEPARTMENT USE ONLY:

Change In Funding Information:

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cc:  Ruth Heggen, Procurement Section (MS93)  
Bureau of Finance & Accounting (MS75)-2 copies
EXHIBIT III

SUBCONTRACTOR UTILIZATION REPORT FORM

**DIRECTIONS:**

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

---

DEP Contract No.: ____________________________  
Invoice Number: _____________________________  
Task Assignment No. (if applicable): ____________  
Invoice Service Period: _________________________

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<th>LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD</th>
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INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

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DEP Solicitation No. 2013007C, Attachment J, Page 13 of 16
INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

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SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

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

(Signature)  (Date)

___________________________________________________
(Business Name)

___________________________________________________
(Street Address)

___________________________________________________
(City, State, Zip Code)

___________________________________________________
(Phone Number)
Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

   Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, Reference Guide to State Expenditures (February 2011) can be found at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/