



Florida Department of Environmental Protection
SOLICITATION ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSALS (RFP)
Commodities and Contractual Services

Page 1 of 109	Submit Proposal To:	Bureau of General Services - Procurement Section Florida Department of Environmental Protection 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Issue Date: August 26, 2019		

Solicitation Title: Installation and Maintenance of Potable Filtration Systems	Solicitation No.: 2020011
--	-------------------------------------

Proposals Are Due: September 30, 2019 at 3:00 P.M.
Proposals Will Be Opened: October 1, 2019 at 10:00 A.M.

Proposals Must Be Valid For A Period Of: **180** Days

Vendor Name:	<hr/> <p align="center">Authorized Signature (Manual)</p> <hr/> <p align="center">*Authorized Signature (Typed), Title</p> <hr/> <p align="center">*This individual must have the authority to bind the Respondent.</p>
Vendor Mailing Address:	
Vendor City-State-Zip:	
Phone Number:	
Toll Free No:	
Fax Number:	
Email Address:	
FEID No.:	

Type of Business Entity (Corporation, LLC, Partnership, etc.):

I certify that the material terms and the proposed prices contained in this response to this Request for Proposal (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this RFP. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this RFP, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this RFP for the Respondent and that the Respondent is in compliance with all requirements of this RFP; including, but not limited to, the certification requirements contained in this RFP as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders' final payment to the Respondent.

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

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

Primary Contact:		Secondary Contact:	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone	
Fax Number:		Fax Number:	
Email Address:		Email	

TABLE OF CONTENTS

Section 1.00	Introduction	3
Section 2.00	RFP Process	6
Section 3.00	Instructions to Respondents	9
Section 4.00	Evaluation Criteria	17
Section 5.00	Statement of Work (Scope)	21
Section 6.00	Price Sheet	54
Section 7.00	Vendor Financial Attestation	55
Section 8.00	Vendor Responsibility Disclosure.....	56
Section 9.00	Vendor Conflicts of Interest Attestation.....	57
Section 10.00	Vendor Principal Place Of Business Attestation	58
Section 11.00	Vendor Drug-Free Workplace Attestation	59
Section 12.00	Certification Regarding Scrutinized Companies Lists.....	60
Section 13.00	Respondent / Subcontractor or (Team, if not Subcontractor) Summary Form.....	61
Section 14.00	Client Reference Form	62
Section 15.00	Past Performance Evaluation Form	66
Section 16.00	Proposed Contract	67
Attachment A	– Statement of Work (“Scope”).....	87
Attachment B	- Rate Schedule	88
Attachment C	- Work Order Form	89
Attachment D	- Invoice Form.....	90
Attachment E	- Request for Water Supply Restoration/Replacement	91
Attachment F	- Sample Letters and System Illustrations.....	92
Attachment G	- Schematics of GAC Filter Types	99
Attachment H	- Subcontractor Utilization Report Form (If Applicable).....	106
Attachment I	- Public Records Requirements.....	107
Attachment J	- Contractor Affidavit/Release of Claims form	108
Section 17.00	Solicitation Summary	109

SECTION 1.00 INTRODUCTION

1.01 Program Overview.

The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") is the state's lead agency for environmental management and stewardship, protecting our air, water and land.

The Department's [Water Supply Restoration Funding Program \(WSRF\)](#), (hereinafter referred to as the "Program") was created by the Legislature in the mid-1980s and is funded by the Water Quality Assurance Trust Fund (WQATF) and the Inland Protection Trust Fund (IPTF) for the restoration of safe drinking water to well owners impacted with potential health hazards due to man-made contamination. This service is dependent on the continuation of WQATF, Ethylene Dibromide (EDB) and IPTF funding.

To qualify, water sampling results must show that the man-made contaminant(s) in the drinking water supply exceeds a Maximum Contaminant Level (MCL) or Health Advisory Level (HAL), or be determined by the Florida Department of Health (DOH) to be a health hazard. Section 376.30(3)(c)1., Florida Statutes (F.S.), requires the Program to select the most cost-effective alternative to restore safe drinking water. Approved funding will pay the total cost for the selected alternative. Restoration and replacement work has been conducted in almost every county throughout the state.

When determined by a water sampling result that man-made contaminant(s) in the drinking water supply exceed a MCL or HAL, or determined by DOH to be a health hazard to the well owner (resident), DOH will make a recommendation to the Department. When this occurs, it is first verified that connection to a public water system is not possible. If the public water system is not available, funding will be provided to install and maintain a filtration system(s) to remove the contaminant(s) from the existing well water supply.

1.02 Purpose.

The Department is requesting Proposals from multiple qualified vendors (hereinafter referred to as the "Respondent" or "Contractor" or "Vendor") who have the ability and resources to provide all labor, supervision, equipment, materials, and expertise required for the installation and maintenance services of potable water filtration systems ("Service") as detailed in this RFP and Statement of Work ("Scope").

– Remainder of Page Intentionally Left Blank –

1.03 Timeline of Events.

The following timeline will be strictly adhered to in all actions relative to this Solicitation. The Department reserves the right to make adjustments to this timeline and will notify participants in the Solicitation by posting an addendum on the Vendor Bid System (VBS). It is the responsibility of the vendor to check VBS on a regular basis for such updates. **All times referenced in this solicitation are current local times in Tallahassee, Florida.**

Events	Date	Time	Location/Method
RFP Advertised	August 26, 2019		Vendor Bid System
Vendor Questions Due	September 9, 2019	5:00 PM	Email to Procurement Officer
Vendor Questions and Department Responses Addendum (on or about)	September 16, 2019		Vendor Bid System
Sealed Proposals Due	September 30, 2019	3:00 PM	<u>Mail to Department:</u> RFP 2020011 / Opening 10.01.2019 Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	October 1, 2019	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Vendor Client References Contacted	October 14-18, 2019		By Phone and/or Email by Department
Intent to Award (on or about)	November 4, 2019		Vendor Bid System

1.04 Procurement Officer.

Sabina Flanagan, FCCM
 Bureau of General Services – Procurement Section
 Florida Department of Environmental Protection
 Commonwealth Boulevard, MS#93
 Tallahassee, Florida 32399-3000
 Email: Sabina.Flanagan@FloridaDEP.gov

Pursuant to section 287.057(23), F.S., and the PUR 1001, the Procurement Officer is the sole point of contact from the date of release of this RFP until the Contract award is made. Violation of this provision may be grounds for rejecting a Proposal.

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS. The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents

or formally noticed and issued by the DEP Procurement Section. All emails to the Procurement Officer shall contain the solicitation number 2020011 in the subject line of the email.

1.05 Anticipated Contract Term and Renewal.

The term of the Contract will begin upon execution by both parties and remain in effect for a period of three (3) years unless cancelled earlier in accordance with the terms of the Contract. The Department reserves the right to renew any contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than three (3) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

1.06 MyFloridaMarketPlace Vendor Registration.

Prior to execution of Contract(s) by the Department, Awarded Vendor(s) must be registered with the Florida Department of Management Services' (DMS) [MyFloridaMarketPlace \(MFMP\) Vendor Registration System](#). Information about the registration process is available on, and registration may be completed at, the MFMP website. Prospective vendors who do not have Internet access may request assistance from MFMP Customer Service. Vendor Registration Customer Service contact number 866-352-3776 (8:00 AM - 6:00 PM Eastern Time).

The following United Nations Standard Products and Services Code(s) (UNSPSC) are provided to assist potential Respondents in their registration efforts:

Code	Title
41113700	Electronic and Communication Measuring and Testing Instruments
47101500	Water Treatment and Supply Equipment
47101600	Water Treatment Consumables
70171501	Water Quality Assessment Services
70171601	Water Quality Management
72154501	Heavy Equipment Maintenance and Repair Service
83101506	Water Treatment Services

1.07 Diversity.

The Department is dedicated to fostering the continued development and economic growth of small, minority, veteran, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort.

To this end, small, minority, veteran, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts. Respondents are encouraged to partner with certified small, minority-owned, veteran-owned, and women-owned businesses for contract performance. Enterprises that desire to be certified as a small, minority-owned, veteran-owned, or women-owned business can request certification information from the State's [Office of Supplier Diversity \(OSD\)](#) within the Florida Department of Management Services.

– Remainder of Page Intentionally Left Blank –

SECTION 2.00 RFP PROCESS

2.01 Questions.

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

Information will NOT be provided by telephone. Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing to the Procurement Officer no later than the time and date specified in the Timeline of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. All questions and answers will be posted on the VBS. Questions will not constitute a formal protest of the specifications or of the Solicitation.

Each submission shall identify the solicitation number 2020011 in the subject line of the email.

ALL questions must be submitted in the following format to be considered:

Question	RFP Section	RFP Page No.	Question

Responses to all written inquiries, and clarifications or addenda if made to the Solicitation, will be made through the VBS. It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS.

2.02 Proposal Preparation.

After the questions and answers have been posted to VBS, the Respondents may prepare and submit a Proposal based on the requirements identified in this Solicitation and any addenda to the Solicitation. Respondents are encouraged to submit their Proposals no earlier than five (5) days prior to the submission deadline. Proposals must be submitted by the deadline listed in the Timeline of Events.

2.03 Administrative Review.

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

2.04 Administrative Cure Process.

In the interest of maximizing competition, the administrative cure process seeks to minimize, if not eliminate, disqualifications resulting from nonmaterial, curable deficiencies in the Proposal. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial,

curable deficiency in the Proposal will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to cure the deficiency. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Proposal is compliant with the Solicitation at the time of submittal.

2.05 General Evaluation Information.

The Department reserves the right to accept or reject any or all Proposals received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the Proposals submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and the Respondent will not be relieved of any liabilities and obligations due to any such lack of knowledge.

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

2.06 Basis of Award.

The Department seeks to award multiple Contracts, up to three (3) responsive and responsible Respondents whose Proposals rank in the top three (3) highest Final Scores and are determined to be the most advantageous to the State, taking into consideration the price and other criteria detailed in this Solicitation.

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

2.07 Posting of Agency Decision.

NOTE: This section supersedes the General Instructions to Respondents (PUR-1001), Paragraph #13, Electronic Posting of Notice of Intended Award.

The Department will post a Notice of Intent to Award, stating its intent to enter into multiple Contracts with the Respondent(s) identified therein, on the VBS website. If the Department decides to reject all Responses, it will post its notice on the same VBS website. The Notice of Intent to Award will be posted for review by interested parties on the VBS on or after the date listed on the Timeline of Events.

2.08 Addenda.

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

2.09 Department's Reserved Rights.

No allowances will be made to the Respondents because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Proposal. In

submitting the Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

The Department reserves at any time to:

1. Reject any and all Proposals, including after an award is made, when doing so would be in the best interest of the State of Florida.
2. Award to the next Respondent if the selected Respondent is unable to meet the terms and conditions of the Solicitation.
3. Award to a single Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.
4. Determine a response nonresponsive.
5. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.
6. Withdraw the RFP at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
7. Withdraw or amend its Notice of Award at any time prior to execution of a Contract, including, but not limited to situations in which the selected Contractor fails to execute the Contract.
8. Withdraw or amend its Notice of Award if the Contractor defaults in performance.
9. Reprocure services in accordance with Rule 60A-1.006(3), F.A.C.
10. Make an award without further discussion of the Proposals submitted.

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

2.10 Responsiveness.

The Department may determine a reply nonresponsive if it: a) is irregular or are not in conformance with the requirements and instructions contained herein; b) fails to use or complete prescribed forms; and/or c) has improper or undated signatures. **A NONRESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.**

2.11 Evaluation of Proposals.

The Department will review, evaluate, and score the Respondent's Proposal based on the criteria and procedures included in Evaluation Criteria (Section 4.00). Evaluators will work independently, and separately submit their scores to the Procurement Officer. There will be no meeting, publicly, or otherwise, of the evaluation team to discuss the evaluation results of this RFP.

2.12 Contract Formation.

A copy of the Proposed Contract containing all requirements is included. The requirements contained in the Proposed Contract should be closely reviewed by the Respondent. The Scope and Price Sheet, will be incorporated into the final Contract. The Department reserves the right to award another type Contract, if such will be most advantageous to the Department and the State of Florida, price and other factors considered.

All entities seeking to do business with the Department shall, prior, to the execution of the Contract, be appropriately registered with the Florida Department of State, Division of Corporations (Sunbiz.org).

Information regarding the registration process is available at MyFlorida.com. Additional Vendor Resources are located at

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources.

SECTION 3.00 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents Form PUR 1001 is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS) or at [Form PUR 1001 General Instructions to Respondents.pdf](#).

3.01 Instructions for Preparation of the Proposal.

The following instructions have been designed to help ensure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and preparation time. Any and all information submitted in variance with these instructions will not be reviewed or evaluated. Nonconformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed Nonresponsive.

Respondent’s Proposals must be submitted in hard and electronic (CD/DVD/USB) copies as specified and all Tabs are to be in order and organized as directed and contain complete responses to all items. Using the instructions outlined below, the Respondent must complete ALL forms and provide the detailed information as requested.

Department provided forms and attachments must not be altered.

Tab (Section)	Tab (Section) Title	Page Limit
Tab A	Executive Summary	3
Tab B	Solicitation Acknowledgment Form	1
Tab C	Disclosure and Attestation Forms	None
Tab D	Client Reference Form	None
Tab E	Price Sheet	None
Tab F	Professional and Technical Experience Response	None

(a) Tab A: Executive Summary.

Each Respondent must prepare and include an Executive Summary. In a concise and detailed manner, this summary must include:

- a description of the company and the services provided by this company;
- number of company locations in the state;
- full address of those company locations (make note of which one is the primary location);
- total number of employees (fulltime, part-time, other);
- number of employee’s total at each location;
- Certified Business Enterprise (CBE) status; and
- a summary of the key points from the Respondent’s Proposal.

(b) Tab B: Solicitation Acknowledgement Form.

Respondent must complete and sign the Solicitation Acknowledgement Form (page 1 of RFP). The vendor name and FEID number should be the same as it is registered in [Sunbiz.org](#) and the [Florida Vendor Information Portal](#). The individual signing this form must have the authority to bind the Respondent.

(c) Tab C: Disclosures and Attestations.

Respondent must complete and include the following Disclosures, Attestations, and Other forms:

- Vendor Financial Attestation. (Section 7.00);
- Vendor Responsibility Disclosure. (Section 8.00);
- Vendor Conflicts of Interest Attestation. (Section 9.00);
- Vendor Principal Place of Business Attestation. (Section 10.00);
- Vendor Drug-Free Workplace Attestation. (Section 11.00);
- Certification Regarding Scrutinized Companies Lists. (Section 12.00); and
- Respondent / Subcontractor or (Team, If Not Subcontractor) Summary Form. (Section 13.00). If applicable, include the subcontractor(s) Letter of Commitment(s) acknowledging their commitment to work with your company.

(d) Tab D: Client Reference Forms.

Each Respondent must complete and include the signed Client Reference Form (Section 14.00) for three (3) clients to whom Respondent has provided commodities and/or contractual services of similar scope as those identified in this RFP within the last five (5) years.

If the Respondent is a current or former Contractor to the Department, the Respondent may indicate this information on a separate document, however, this shall NOT count as one (1) of the three (3) required client references and will not be evaluated. Respondent will receive a zero (0) for this submission.

If the Respondent submits a Client Reference Form for a subcontractor client, it will not be evaluated, and Respondent will receive a zero (0) for this submission.

Only the Contact information provided on the Client Reference Form will be used. The Timeline of Events, Section 1.03, identifies the seven (7) day time period that DEP will contact references provided. It is important that the Respondent contact these clients and let them know that a DEP representative will be contacting them, by phone or email, to do a past performance questionnaire with them. Should the DEP representative be unable to reach them by phone or not receive a response to an emailed questionnaire during those seven (7) days, the Respondent will receive a zero (0) score for that client reference.

The Department will evaluate the Client Reference Forms using the Evaluation Criteria in Section 4.01 and Section 15.00, Past Performance Evaluation Form.

(e) Tab E: Price Sheet

Respondent shall insert a unit price for each Line Item Number/Unit Description (1 through 280) of the Excel spreadsheet attached in the Vendor Bid System titled, "**Section 6.00 Price Sheet-RFP 2020011 Installation and Maintenance of Potable Filtration Systems**" ("Price Sheet"). Each unit price must include all costs necessary to provide the commodity and/or service as specified in the Scope. Each Line Item Number requires a unit price (\$). Any blank spaces or zero (0) added to any of the cells will result in that service being offered at no cost to the State. **To be considered for the Award, Vendor must be able to provide ALL commodities and/or services.**

A unit price must be provided for each Line Item Number/Unit Description for both the Original Contract Term Years 1, 2, 3 (unit price will remain the same for each of the three (3) years) and the Renewal Contract Term Years 1, 2, 3 (unit price will remain the same for each of the three (3) years). The

Department will evaluate both the Original and Renewal Contract Terms using the Price Sheet Evaluation Criteria. The Price Sheet **MUST** be submitted in two (2) formats; one (1) hard copy of the ENTIRE Price Sheet (hard copy MUST be signed) and one (1) electronic copy of the ENTIRE Price Sheet in the original Excel format. Respondent **MUST NOT ALTER** the Price Sheet; this includes the formatting and preset formulas. Any alterations, footnotes, notations, and exceptions made to or on the Price Sheet by the Respondent will not be considered and will result in the Proposal being rejected as nonresponsive and not eligible for Award.

The Price Sheet includes a column titled, “**The Price/Rate Entered in Columns E and G shall not exceed the Amounts for Each Line Item**” (Column J). The “shall not exceed amounts for each line item” are applicable to the Original Contract Term and the Renewal Contract Term. If the Respondent’s Unit Prices for either the original or renewal contract terms exceed the capped amounts in Column J, the Respondent’s Response will be deemed nonresponsive.

(f) Tab F: Professional and Technical Experience

Respondent will complete the following sections detailing your company’s Professional and Technical Experience for the Services described within this RFP. Based on the Scope, Respondents shall prepare their Professional and Technical Experience in the order outlined below, with the four (4) sections clearly identified and titled to allow for an accurate review by the Evaluators.

The Professional and Technical Experience Response shall address **COMPLETELY** each of the sections identified below:

1. Company Qualifications and Experience

Respondent shall describe their qualifications, experience, and ability to provide the installation and maintenance of potable water filtration systems as required and described in this RFP.

Describe the following:

- a. Types of services your company provides to state government, federal government, and/or private-sector customers.
- b. Respondents capability, qualifications and experience for the installation, maintenance and exchange of filtration systems.
- c. Provide one (1) example of filtration installation, exchange, maintenance contracts/purchase orders, or projects that the company has been awarded.
- d. Briefly describe the process (or steps) your company takes when responding to customer installation, exchange, and maintenance requests.
- e. Describe any difficulties your company has experienced in providing filtration installation, exchange and maintenance services to state government, federal government, and/or private-sector customers.

2. Organization and Operational Procedures

Respondent shall describe its organization, affiliates, and subcontractors that will be applicable to providing this Service for the Department. Explain how they will contribute to the DEP filtration system contract. The Respondent shall describe their procedures for personnel, and an estimate of their average mobilization time, from notification to the time personnel and equipment are ready to leave the facility.

The Respondent shall describe how they intend to schedule filter installation, exchange, and maintenance services/work.

3. Technical Approach for the Service

Respondent shall describe their Technical Approach for performing the work described in the Scope. The Technical Approach shall be based on the Respondent's standard operation of procedures. This description must include notification (customer and DEP), initial response (include type and minimum number of personnel and equipment), site work, equipment, sampling, site safety, and transportation.

4. Personnel Qualifications and Experience

Provide responses to the following:

- a. Describe the level of education (certifications), training, work experience and a brief description of the responsibilities for each of the company employees that will perform work under the contract.
- b. Describe the number and positions of staff in your company and explain how these individuals will be used to respond to the services.
- c. Describe the number of team members that will be part of the team and explain how these individuals will be used to respond to the services.
- d. Describe the number of years' experience of each company employee that will perform work under the contract.
- e. Include the location(s) of the office(s) for team members identified to be a part of the team.
- f. All personnel identified shall be trained as appropriate to satisfactorily perform duties assigned to them under the contract.

3.02 General Formatting Instructions.

The Respondent's Proposal must include all information requested by this RFP and be submitted in accordance with these instructions. Nonconformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed nonresponsive.

(a) Binding and Labeling.

Each Tab (section) should be identified separately by a cover sheet (page) identifying each section as Tab A, Tab B, Tab C, Tab D, Tab E, and Tab F. The Tab cover sheet must be clearly marked as to Tab number, Tab title, RFP title and number, and the Respondent's name. Staples must not be used.

(b) Page Size and Format.

A page is defined as each face of an 8 ½ X 11-inch sheet of paper containing information. For the purposes of formatting, font sizes must not be less than 10 points. Pages must be numbered sequentially. These limitations apply to both electronic and hard copy Proposals. Department-furnished forms and attachments must not be altered and are exempt from stated formatting. The Professional and Technical Experience Response will be prepared by utilizing 8.5" x 11" paper. Any photographs, maps, diagrams, charts or other non-text material which provides information about the Respondent is to be included in the Professional and Technical Experience. Cover sheet is not included in the page limit count and a double-sided document counts as 2 pages.

(c) Electronic Copies.

In addition to the required one (1) hard copy, one (1) electronic copy of the entire Proposal must be submitted on CD, DVD, or USB-compatible memory stick. Respondent must submit all Tabs in electronic format, using MS Windows-compatible, CDs/DVDs/USBs, including the Respondent's name, RFP number, and Tab number and title (if separated).

The content and page sizes contained on the electronic copy must be identical to the hard copy. Files included on the CD/DVD/USB must be uncompressed. The electronic copy of the Proposal must be submitted in a format readable by Microsoft (MS) Word 2013®, MS Excel 2013®, MS Power Point 2013®, or Adobe Acrobat®, or later, as applicable. Hidden fields, comments, macros, etc. must be omitted, and read passwords on files must not be used. Files must be consistently and uniformly named to allow for easy distinction of the Tabs, etc. Inclusion of company name or abbreviation is acceptable.

Documents submitted electronically must be in their native format and, when printed, must match the original paper submittal. In the event there is a conflict between the content found in a paper submittal and an electronic copy, the paper submittal marked "original" will take precedence.

Respondents are advised to assure electronic files are not corrupt prior to mailing, as any material which is not readable will not be considered and may be grounds for rejection from further consideration.

3.03 Proposal Submission.

NOTE: This section supersedes the General Instructions to Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.

Respondents shall deliver Proposals before the date and time specified to the Department's office designated in the Solicitation Acknowledgement Form and the Timeline of Events. Any Proposal that is received after the exact time specified in the Timeline of Events is late. Late Proposals, as well as Proposals submitted electronically or by facsimile, are nonresponsive and will not be considered in the Evaluation and are not eligible for Award. Respondent should be aware that the U.S. Postal Service does not guarantee on time delivery for any service other than Express Mail. All Proposals materials must be packaged so that each box shipped to the Department does not exceed 25 pounds.

In addition to whatever markings are required for shipment, Proposal packages must be marked to show the Respondent's name and address, the solicitation number 2020011, and the date and time Proposals are due. If multiple packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

3.04 Alternate Proposals.

A Respondent may not submit more than one (1) Response. The Department seeks each Respondent's single-best Proposal. In the event a Respondent submits more than one (1), only the most-current (i.e. latest received by the Department) Proposal will be accepted.

3.05 Assertion of Confidentiality Regarding Submitted Materials.

- (a) Proposals should contain only information that is responsive to the Solicitation. Any relevant and responsive information submitted which is asserted by Respondent to be proprietary, trade secret, intellectual property, or otherwise confidential ("Confidential Information") and which Respondent claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of the Proposal, and either removed from or obliterated in the Redacted Copy.

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

3.06 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.

3.07 Disclosure.

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

3.08 Firm Proposal.

NOTE: This section supersedes the General Instruction to Respondents (PUR1001), Paragraph #14, Firm Response.

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

3.09 Misrepresentation.

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

3.10 Public Requests for Proposals.

- (a) If a public records request is made for the Proposal, the Department will provide the requestor access to the Redacted Copy, bearing Respondent's assertion of exemption from disclosure. If a public records request is made for the un-redacted Proposal challenging the assertion of exemption, the Department will notify Respondent that the requested records contain asserted Confidential Information. Respondent shall be solely responsible for taking whatever action it

deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.

- (b) Respondent shall obtain either an agreement with the requestor withdrawing its request or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Respondent's receipt of notice of the public records request.
- (c) By submitting its Proposal, Respondent agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Respondent's failure to promptly protect its claim of exemption.
- (d) By submitting a Proposal to this Solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its Proposal are Confidential Information not subject to disclosure.

3.11 Responsibility.

The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation. In determining Respondent(s) responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

3.12 Prime Contractor and Subcontractor.

In accordance with the terms of the Solicitation Acknowledgment Form, a Respondent may not respond to this Solicitation as both prime contractor and as a subcontractor. The Respondent shall be disqualified if and to the extent it responds to this Solicitation as a proposed prime contractor and has agreed to serve as a subcontractor to any other Respondent to this Solicitation. A Respondent may not disclose to any other Respondent or subcontractor what prices or terms Respondent has included in its Reply as a prime contractor.

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

The Department 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.

3.13 Protest Rights.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a 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.

Documents received after 5:00 p.m. will be filed the following business day.

All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped, physically or digitally, by the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's address is:

Agency Clerk, Office of General Counsel
Department of Environmental Protection
3900 Commonwealth Boulevard,
Douglas Building, MS#35
Tallahassee, Florida 32399-3000
Email: Agency_Clerk@floridadep.gov

Do not send the Proposals to the Agency Clerk's Office. Send all Proposals to the Procurement Officer identified in the solicitation.

– Remainder of Page Intentionally Left Blank –

SECTION 4.00 EVALUATION CRITERIA

The Department will establish an Evaluation Team composed of persons who collectively have experience and knowledge in the program area and service requirements for this RFP. These evaluators will work independently to evaluate and score the Respondent's Proposals using the evaluation criteria included in this section.

4.01 Past Performance Evaluation

The Department will conduct a Past Performance Evaluation of the three (3) Client References the Respondent provided. Using Section 15.00, Past Performance Evaluation Form, each Client will be asked to provide a description of the service provided to them by the Contractor and to assign a point value between zero (0) and five (5) points for the nine (9) questions listed. The Department will contact the client references via telephone or by email to complete the Past Performance Evaluation Form. If the client contact person cannot be reached following the specified number of attempts, the Respondent will receive a score of zero (0) for that Client Reference.

- The Department will contact the client references by telephone OR email during normal business hours (8:00 AM - 5:00 PM).
- The Department will make up to three (3) attempts to contact the client contact person during the time period listed on the Timeline of Events. Two (2) attempts will be made by telephone. If the contact cannot be reached by telephone, an email will be sent requesting the information.

The formula used to determine the points awarded is:

$$\begin{aligned} \text{Maximum Possible Points per Client Reference} &= 45 \text{ points (9 questions } \times \text{ maximum 5 points each)} \\ \text{Average Score of the 3 Client References (Sum divided by 3)} &\times \text{Weight} \\ &= \text{Total Score for Past Performance} \end{aligned}$$

4.02 Price Sheet Evaluation

The Respondent submitting the Lowest Total Cost (LTC) will receive the maximum points for the cost element for the applicable original contract term and the renewal contract term of the evaluation. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent.

The formula used to determine the points awarded is:

$$\begin{aligned} 1 - \text{Original Contract Term: Cost Points Awarded} &= (\text{LTC}) / \text{Proposal Budget being Considered (PB)} \times 100 \\ 2 - \text{Renewal Contract Term: Cost Points Awarded} &= (\text{LTC}) / \text{Proposal Budget being Considered (PB)} \times 80 \end{aligned}$$

Completion of the Price Sheet is required to have a responsible and responsive Proposal. Should Respondent not complete this worksheet as instructed, the entire Proposal will not be evaluated any further, and the Proposal will be deemed nonresponsive and rejected.

4.03 Professional and Technical Experience Evaluation

Each Evaluator will work independently using the Evaluation Criteria to review and score Respondent's Professional and Technical Experience Proposal in the order and method they deem most effective. Upon completion of the Professional and Technical Experience Proposal evaluation, the Evaluators will submit their scores to the Procurement Officer for tabulation.

The members of the Evaluation Team score each Professional and Technical Experience Proposal separately. For each Respondent, each Evaluator will assign a numerical score from zero (0) to five (5) points to each Tab, use the scoring guidelines provided below to assign numerical scores.

Numerical Score	Evaluation Word	Description
5	Excellent	Proposal exhaustively addresses the evaluation criterion or demonstrates extraordinary experience related to the criterion.
4	Above Satisfactory	Proposal extensively addresses the evaluation criterion or demonstrates exceptional experience related to the criterion.
3	Satisfactory	Proposal adequately addresses the evaluation criterion or demonstrates sufficient experience related to the criterion.
2	Fair	Proposal minimally addresses the evaluation criterion or demonstrates nominal experience related to the criterion.
1	Poor	Proposal inadequately addresses the evaluation criterion or demonstrates limited experience related to the criterion.
0	Missing	Proposal does not address the evaluation criterion or does not demonstrate experience related to the criterion. Professional and Technical Experience not provided.

After the evaluation team assigns scores for each category below (a-d), the Department will calculate the Respondent's Final Professional and Technical Experience Evaluation Score as follows:

$$\text{Average Raw Score} \times \text{Weight} = \text{Total Score for Professional and Technical Experience}$$

(a) Company Qualifications and Experience

Based upon the Respondent's description of their qualifications and experience with filter installation, exchanges, and maintenance services and the sample projects included, Evaluators will rate their ability to fulfill the requirements of the Scope and subsequent work as _____ out of 5.

Evaluators will consider the following points:

- Has the Respondent demonstrated similar services previously performed?
- Has the Respondent demonstrated their capability, qualifications, and experience for the installation, maintenance, and exchange of filtration systems?
- Has the Respondent provided concrete examples of similar projects that have been accomplished?
- Has the Respondent demonstrated expertise in filter installation, exchange and maintenance services?
- (Has the Respondent demonstrated their experience in handling difficulties in providing filtration installation, exchange and maintenance services?)

(b) Organization and Operational Procedures

Based upon the Respondent's description of their organizational and operational procedures, Evaluator will rate their ability to fulfill the requirements of the Scope and subsequent work as _____ out of 5.

Evaluators will consider the following points:

- Did the Respondent describe its organization, affiliates, and subcontractors that are applicable to providing the requested services for the Department?
- Did the Respondent describe how they will contribute to the DEP filtration system contract?

- Did the Respondent describe their procedures for personnel, and an estimate of their average mobilization time, from notification to the time personnel and equipment are ready to leave the facility?
- Did the Respondent describe their intent to schedule filter installation, exchange, and maintenance services/work?

(c) Technical Approach for the Service

Based upon the Respondent’s description of their approach for filter installation, exchange, and maintenance services and the sample projects included, Evaluators will rate their ability to fulfill the requirements of the Scope and subsequent work as _____ out of 5.

Evaluators will consider the following points:

- Has the Respondent described their Technical Approach for performing the work described in the Scope?
- Was the Respondent’s Technical Approach based on the standard operation of procedures?
- Did the Respondent’s description include notification (customer and DEP), initial response (include type and minimum number of personnel and equipment), site work, equipment, sampling, site safety, and transportation?

(d) Personnel Qualifications and Experience

Based upon the Respondent’s description of their personnel’s experience and qualifications with filter installation, exchange, and maintenance services and the sample projects included, Evaluators will rate their ability to fulfill the requirements of the Scope and subsequent work as _____ out of 5.

Evaluators will consider the following points:

- Has the Respondent described their level of education (certifications), training, work experience and a brief description of the responsibilities for each of the company employees that will perform work under the contract?
- Has the Respondent described the number and positions of staff in their company and explained how those individuals will be used to respond to the services?
- Has the Respondent described the number of team members that will be part of the team and explain how those individuals will be used to respond to the services?
- Has the Respondent described the number of years’ of experience each company employee has that will perform work under the contract?
- Has the Respondent included the location(s) of the office(s) for team members identified to be a part of the team?
- Has the Respondent described all personnel identified that shall be trained as appropriate to satisfactorily perform duties assigned to them under the contract?

4.04 Compilation of Scores

To arrive at each Respondent’s Final Score, the Department will sum the Final Past Performance, Final Professional Experience, and Final Price Scores.

$$\begin{aligned}
 & \textit{Final Past Performance Score} + \textit{Final Professional Experience Score} + \textit{Final Price Score} \\
 & \qquad \qquad \qquad = \textit{Final Score}
 \end{aligned}$$

To arrive at a most advantageous decision, the Department will compile the results of each Respondent's Past Performance, Price Sheet, and Professional Experience Proposal evaluations into a final tabulation and present the total point tabulation and vendor rankings to the Secretary, or designee, for their approval or rejection.

RFP 2019015 Installation and Maintenance of Potable Filtration Systems											
Evaluation Scoresheet											
<i>(FOR DEP USE ONLY)</i>											
Respondent's Name:											
Evaluator's Name:											
Past Performance Evaluation	Maximum Raw Score	Client Reference 1 Score	Client Reference 2 Score	Client Reference 3 Score			Average Raw Score	X	Weight	=	Total Score
Three (3) Client References	45.00	45.00	45.00	45.00			45.00	X	1.00	=	45.00
Total Score for Past Performance											
45.00											
Price Sheet Evaluation	Maximum Raw Score	Raw Score						X	Weight	=	Total Score
Original Contract Term (Years 1, 2, 3)	100.00	100.00						X	1.00	=	100.00
Renewal Contract Term (Years 1, 2, 3)	80.00	80.00						X	1.00	=	80.00
Total Score for Price Proposal											
180.00											
Professional and Technical Experience Evaluation	Maximum Raw Score	Evaluator 1 Raw Score	Evaluator 2 Raw Score	Evaluator 3 Raw Score	Evaluator 4 Raw Score	Evaluator 5 Raw Score	Average Raw Score	X	Weight	=	Total Score
Company Qualifications and Experience	5.00	5.00	5.00	5.00	5.00	5.00	5.00	X	10.00	=	50.00
Organization and Operational Procedures	5.00	5.00	5.00	5.00	5.00	5.00	5.00	X	10.00	=	50.00
Technical Approach for Service	5.00	5.00	5.00	5.00	5.00	5.00	5.00	X	10.00	=	50.00
Personnel Qualifications and Experience	5.00	5.00	5.00	5.00	5.00	5.00	5.00	X	10.00	=	50.00
Total Score for Professional and Technical Experience											
200.00											
*Respondent's Total Evaluation Score											
425.00											
*Total Score Possible for Solicitation Response: 425.00											

– Remainder of Page Intentionally Left Blank –

SECTION 5.00 STATEMENT OF WORK (SCOPE)

5.01 Definitions

The “General Contract Conditions” Form PUR 1000 (PUR 1000) and “General Instructions to Respondents” Form PUR 1001 (PUR 1001), found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), are hereby incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms. In addition to the definitions in those forms, the following definitions apply to this RFP:

- (a) “Business Days” are Monday through Friday, excluding State Holidays as defined in Section 110.117, Florida Statutes.
- (b) “Business Hours” are the hours between 8.00 a.m. and 5.00 p.m. on Business Days.
- (c) “Emergency Work” is work initiated by a customer call and/or complaint or by the Department when a filter is leaking, and property damage may occur due to the leak, or a customer is without water due to a state filter issue. Emergency work must be completed within 48 hours of the Contractor receiving a Work Order from the Department. A hand-written work order is ONLY allowed for emergency work reported to the Contractor between 5:00 p.m. Friday through 5:00 p.m. Sunday when DEP staff is unavailable to write Work Orders.
- (d) “Owner/resident” are related to property ownership and/or the person residing at a property, this information is maintained and shown in the WSRF database.
- (e) “Regular Work” is work directed/initiated by Department by way of generated Work Orders. Work to include filter installations, exchanges and removals.
- (f) “State Filter (filter)” is a filter system provided and maintained by the Department per Chapter 376.30(3)(C) F.S., due to health-related man-made sources of contamination.
- (g) “Unscheduled Work” is work initiated by customer call/complaint or by Department where filter issues are identified that do not warrant an immediate response and can be worked into regular work activities. A Filter Maintenance work order is usually issued for this work.
- (h) “Work Order” is a document generated and provided to the Contractor by the Department (except for weekend emergency work) to be used by the Technician completing the work.
- (i) “Contract” the agreement that results from this competitive procurement, if any, between the Department and the Contractor.
- (j) “Contractor” the Respondent(s) that will be awarded a Contract pursuant to this solicitation.
- (k) “Respondent” an entity that submits a Response to this RFP.
- (l) “State” the State of Florida.
- (m) “State Recognized Holidays” January - New Year’s Day and Martin Luther King Jr. Day; May - Memorial Day; July - Independence Day; September - Labor Day; November - Veterans Day and Thanksgiving (Thursday and Friday); and Christmas.
- (n) “Time Zones” Florida has 2 time zones, Central (CT) and Eastern Time (ET).

5.02 Scope.

The Contractor is to provide all labor, supervision, equipment, materials, and expertise required for the installation, exchange and maintenance services of potable water filtration systems in the location(s) ("Work Sites") throughout the State of Florida in the timeframe(s) as specified in each assigned Department Work Order (Attachment C). The Work Order is generated based on Florida Department of Health (DOH) sampling results on potable water wells that have been identified as having levels of specific constituents above the Maximum Contaminant Level (MCL), Health Advisory Level (HAL), or determined to be a health hazard to the well owner (resident). Work will be directed by Water Supply Restoration Funding (WSRF) Program.

If connecting to a public water system is not possible, Contractor will install and maintain a filtration system(s) to remove the contaminant(s) from the existing well water supply per this Scope.

5.03 General Requirements.

The Work Sites will be located throughout the State of Florida. The need is identified by DOH water sampling results that reveal that the potable water wells have levels of specific constituents above the MCL or HAL. Work will be directed through Work Orders (Attachment C) on an as needed basis. The Department will provide the Contractor with information about the owner/resident requests and installed systems. This information system is maintained by the Department with information received from the DOH, owner/resident, and from the Contractor.

1) The Contractor's Contract Manager must be available (under normal circumstances) during normal business hours, to have necessary and meaningful dialogue with the Department's Contract Manager on all contract-related issues.

2) The Department will correspond with the Contractor by email or by phone. Issuance of Work Orders (Attachment C) and important written correspondence shall be done by email or by certified mail, as needed, to maintain proper records of receipt dates. Email and phone conversations shall be employed for day-to-day interactions/clarifications. The Contractor shall use similar protocol in dealing with the Department on contract-related issues.

3) The Contractor shall provide to the Department and current and potential owner/resident, a toll-free number for service calls on a 24-hour basis.

- a. The WSRF Program phone number shall be displayed on a sticker with the DEP name and logo in a readable format and prominently displayed on all filter systems installed, exchanged, or maintained by the Department.
- b. The Contractor shall remove, paint over or cover (on each site visit) previous Contractor's stickers, or damaged stickers, on all existing Departmental filter systems, and verify that the WSRF's program telephone number is correct and readable to the owner/resident.
- c. Upon the next site visit, the previous labels/stickers shall be removed and replaced with the new identification labels/stickers.
- d. There must be an individual familiar with all filter types and filter-related issues available to answer owner/residents' calls during Business Hours. At all other times (or when call volume is high during business days), there must be an answering machine (or answering service) to receive calls. The Contractor shall respond to all unanswered owner/residents' calls, within

24 hours of the call being received. All answering machine recordings or answering service's calls shall be saved and/or documented. The Contractor shall keep a telephone log of all incoming calls answered by the Contractor's staff. The log shall include the date, name, address and nature of the call. When an owner/residents' call results in a service call, details of the call shall be transferred to the Work Order (Attachment C).

4) The Contractor shall have staff available to perform filter installations, exchanges and service calls during Business Hours and after hours to meet owner/residents' needs. Unless unique circumstances exist, the Contractor shall coordinate work with the owner/resident. It is understood that Reverse Osmosis (RO) and other filters may be located inside residences or are otherwise inaccessible. It may be necessary for the owner/residents to be present which could require work after regular work hours (i.e., 5:00 p.m.) or on Saturdays if needed. The owner/resident must be present for installing or servicing filters installed inside their homes.

5) All costs that can reasonably be attributed as overhead costs, also referred to as business costs, shall be accounted for in the Respondent's Price Response Form. Examples of such costs include, but are not limited to: office/warehouse space rentals, time spent answering owner/resident/Department inquiries, labor overtime pay, scheduled and non-emergency travel time, background checks, staff training, equipment testing/refurbishing as related to filter installations and exchanges, vehicles and associated maintenance, time spent on checking/purchasing inventory, disposing of unusable inventory, photo-copying costs, mailing costs, and dealing with suppliers by phone or mail.

6) Every Contractor Employee (Field Employee) installing and exchanging filters shall be a licensed plumber or a Water Quality Association Certified Installer (Certified Installer) or be supervised by a Certified Installer. The Contractor shall provide a list of all employees and a timeline for uncertified employees to become certified.

7) Travel Time Labor Rates

- a. The Contractor shall be compensated for Travel Time Labor for emergency maintenance trips only when such travel time cannot reasonably be scheduled, in accordance with the Rate Schedule (Attachment B). Unscheduled or emergency work is defined as resulting from owner/resident's call/complaint and the resulting response/work is not done as part of a regular filter exchange/installation work travel. Travel Time Labor is defined as the labor costs for such additional travel to and from the site for travel time that deviates from normally scheduled work travel routes and must be in accordance with the Rate Schedule as determined by Respondent's Price Sheet, Travel Time Labor Rates. The Travel Time Labor Rate in the Price Sheet will be rounded up to the nearest (quarter) $\frac{1}{4}$ hour increment for portions of an hour, so travel will be billed in (fifteen) 15-minute increments.
- b. When emergency work is requested by owners/residents, every effort will be made to minimize the required travel by incorporating this work with scheduled filter installation and exchange work. Every effort will be made to resolve emergency issues by phone with the owner/resident and/or Department. An example is instructing owner/residents to replace the 'O' ring in the pre-filter or close the shut-off valve to prevent leaks so unscheduled repair trips are not needed, or so work can be scheduled during regular hours. The Contractor shall attempt to establish agreements with local plumbers to respond to emergencies in areas

distant from the Contractor's office(s). Such agreements can be used to respond to emergency calls received from a site located more than two (2) hours from the Contractor's office(s) and at the time of the call the contractor's technicians are not working in the area and the problem cannot be resolved over the phone and that may result in the loss of drinking water or property damage. The Contractor shall provide to the Department's Contract Manager all contact information for local plumbers used for unscheduled or emergency work. Contractors will respond to emergency work for program filters for the length of the contract term. Travel Time Labor will be recorded on the Work Order Form (Attachment C) and start/stop from points of departure from the travel route for scheduled exchange/installation work or to and from the Contractor's headquarters, whichever is less.

- c. Contractor may charge additional Maintenance Labor Hour Rates for work done above and beyond the fixed price rates listed on the Rate Schedule. Such labor shall be reviewed and approved only for the time spent on-site performing repairs discovered during regular filter exchanges, and unscheduled or emergency maintenance work that is required for effective functioning of filtration systems.
- d. Payment for work shall be made only for work approved by the Department in addition to the routine work described in the Scope. For example: no additional labor will be paid for a standard filter exchange, but if at the time of the filter exchange an ultraviolet (UV) ballast needs repairing, payment would include the bid cost of related ballast replacement parts and the labor on site to replace damaged parts.
- e. Maintenance Labor Hour Rates in the Respondent's Price Response Form shall be rounded up to the nearest (quarter) $\frac{1}{4}$ hour increment for portions of an hour, so labor will be billed in (fifteen) 15-minute increments.
- f. It is possible that certain owner/residents may not honor an appointment time, as recorded on the Work Order Form. In such instances, the Department shall reimburse the Contractor up to (thirty) 30 minutes of waiting time (billed at the Travel Time Labor Rate) while the Contractor's Technician attempts to contact the owner/resident.

8) Work Orders

- a. The Work Order includes the site details (type of filter at the site, existing issues, type of work required) and the contact information of the owner/resident (site address, directions). The Technician records all work completed and notes the conditions/issues found at the site. The Department will provide Work Orders for all work, except emergency work reported between 5 pm on Friday and 5 pm on Sunday. Handwritten Work Orders are only allowed for emergency work reported between 5 pm on Friday and 5 pm on Sunday.
- b. All information as seen on Work Orders sent to the Contractor are based on information supplied to the Department by the owner/resident or filter Contractor. Filter systems are sized, and work is directed according to this information. At the time of each filter installation or exchange, the Contractor's Certified Installer/licensed plumber shall review conditions in the field such as identifying the well serving the system, system flow/meter reading, the number of homes connected to the well and other water demands connected to the well. If existing owners' filters are present, observe and provide information about size, position and

condition of the filter. Observe and record specific information as related to the type of Department filter requested/present (for example: record iron levels and available flow at POE arsenic filters). This is needed to confirm that the requested or existing filter size is appropriate and other water quality problems will not prevent the filter from operating correctly as designed. As noted, this is needed at the time of each filter installation and exchange because owner/residents could alter their water system or the filter, such as connecting additional homes to the filter or installing a new well. If discrepancies or conditions are found that prevent proper filter operation, the Contractor's Technician or Contract Manager shall call the Department's Contract Manager to discuss.

- c. Based on owner/resident's complaints or at the direction of the Department, the Contractor will need to obtain a Work Order from the WSRF program, except for emergency work that is reported between 5 pm Friday and 5 pm Sunday.
 - d. Work shall not be performed at a site where the Work Order information does not match information or conditions found in the field without first resolving the difference with the Contractor's Contract Manager or the Department. If discrepancies are found or a resident makes a special request, the technician or the Contractor's Contract Manager should call the Department's Contract Manager to discuss.
 - e. The Contractor's Technician shall record on the Work Order all pertinent field conditions observed, such as TDS (Total Dissolved Solids) readings before and after RO, or iron level before an arsenic POE filter unit is installed, along with any corrective action performed to correct a negative field condition. Work performed on a filter shall be considered complete when the filter functions properly/as intended, and specifications of the Scope are met. If a filter stops working properly within 30 days of work completion, the contractor must return to the site to repair the filter issues at no cost to the Department.
 - f. The Contractor shall record on all Work Orders the Florida Unique Well Identification Number (FLUWID) affixed to the well (issued by the Department), date of last install/exchange and installer's initials painted on the tank(s), and the WSRF 9-digit Site Code (aka Well_ID) along with the address where the filter is located.
 - g. All Work Orders submitted for payment shall be the original Work Order containing the technician's notes and signature, the date of the invoice, site code, Florida Unique Well Identification (FLUWID) if the well is tagged, in addition to owner/resident name, address where the filter is located, the meter reading, and the items exchanged or repaired. For new installations, the Contractor will provide driving directions, as well as changes in owner/resident contact information and other notes. This information is very important and will make contacting sites for future work easier.
- 9) Site Visits/Site Work
- a. At the time of all site visits and Work, the site location's latitude and longitude shall be recorded and provided to the Department by the Contractor.
 - b. At the time of all filter installations or exchanges, the Contractor's Technician shall record on the filter system tanks the Department's site identification number, date of the work, and

installer's initials with a permanent marker. For RO systems, a tag shall be affixed to the RO, recording the well identification, date of install/exchange, and installer's initials.

- c. At the time of installation or exchanges where a new owner/resident is discovered at a site, the Contractor shall inform and demonstrate to the owner/resident procedures which they are expected to perform such as: changing the pre-filters, observing the operation of the UV light and how to address malfunctions, such as shutting off the water to the system in the event of a leak. The Contractor shall attach a plastic laminated owner's agreement, instruction sheet and illustration to the unit, or leave a non-laminated owner/residents' agreement, instruction sheet and illustration with the owner/residents (example provided in Attachment F). When a new owner/resident is discovered, a blank Request for Water Supply Restoration/Replacement form (Attachment E) shall be provided to a new owner/resident for them to complete and return to the Department.
- d. Additional on-site equipment repair work that is not part of a regular filter exchange or installation as described in subsections B and C, on-site labor and material costs for repairing Department equipment in need of replacing/repairing shall be paid according to Rate Schedule (Attachment B). Additional Site Labor will be allowed only if the Contractor's Technician provides adequate documentation on the Work Order.
- e. Under the Department's direction at the time of filter media replacement, the Contractor shall collect all used-up filter media and handle appropriately based on filter type below. All costs associated with proper handling of the filter media is included in the unit prices for filter exchanges or removals in the Rate Schedule (Attachment B).
 - i. For non-Granulated Activated Carbon (GAC) filters, all spent media must be properly disposed of in an approved landfill.
 - ii. For GAC filters, all used GAC media containing contamination shall be reactivated. Upon request, proof of reactivation shall be submitted to the Department.
- f. Filters shall not be moved from one well to another without approval from the Department's Contract Manager.
- g. No work shall be performed at a site where the well is not in proper operating condition, there is no electrical power to the well/filter, or other conditions exist that would prevent the filter from operating as designed.

10) While accomplishing work authorized by the Department under the Contract, the Contractor shall never sell, or attempt to sell, the owner/resident any other filtration system or equipment that is not covered under the Contract without the Department's prior approval. If the owner/resident inquiries are about other filters or other work not specified by the Contract, the Contractor shall direct those inquiries to the Department.

11) The Contractor and their employees shall not render expert advice on non-work-related issues, such as health effects of contaminants, to owner/residents while operating under the Contract. All such owner/resident questions shall be directed to the Department.

12) Some owner/residents may refuse the Department's proposed solution, such as refusing a connection to a utility, which in some cases results in the Department terminating regular filter work. The

filter at that time is considered inactive or not a State filter. Care shall be exercised to ensure the filter is an active State filter site before initiating work. The Contractor shall contact the Department whenever there is a question. Work done on non-active filter sites will not be reimbursed by the Department.

13) The Department only provides funding to assist with the restoration of impacted water sources, and makes no claims, representations or warranties, whether expressed or implied, as to the durability of any of the equipment. In no event will the Department accept liability for any direct, indirect, punitive, incidental, or special consequential damages arising out of or connected with the use or misuse of the equipment provided by the Contractor. If, throughout this process, any damage to a home or property occurs that might have been caused by leaking or faulty equipment, it will need to be resolved through the owner's' (resident's) or the Contractor's insurance.

5.04 Material Specifications.

Specifications for any equipment or component not otherwise specified in this subsection must be submitted to and approved by the Department as meeting the intended purpose of the equipment or component prior to use. If it is found the substitute item fails to meet the specifications and written Department approval was not obtained before use, the Contractor shall furnish conforming materials or equipment at no additional cost to the Department.

1. Granular Activated Carbon (GAC) System

- a. The Granular Activated Carbon (GAC) media filters must provide the minimum volume of carbon for each type of filter as specified in Table 2, Description of Granular Activated Carbon (GAC) Filter Types (i.e., tank volume must exceed the volume of carbon) with a slotted distributor. Slots are not to permit intrusion of carbon granules into the water. Water Flow Rate shall be as specified in Table 2, Description of Granular Activated Carbon (GAC) Filter Types for each filter type.
- b. The virgin GAC shall comply with the *American Water Works Association Standards for Granular Activated Carbon* (AWWA B604-96) and the following more stringent standards:
 - i. Impurities: No soluble compounds may be present that are capable of causing adverse effects on the health of the consumer.
 - ii. Moisture: Shall not exceed two percent (2%) by weight of listed container contents.
 - iii. Apparent Density: Shall be 28.5 - 31.0 pounds per cubic foot.
 - iv. Particle Size Distribution: Shall range between U.S. standard sieve size No. 8 and No. 30. A maximum of 15% of the particles can exceed No. 8 in size and a maximum of 4% may be less than No. 30 in size.
 - v. Abrasion Resistance: Retention of average particle size shall not be less than 75% as determined by either the stirring abrasion test or the RO-Tap abrasion test.
 - vi. Adsorptive Capacity: The iodine number shall not be less than 950 or equivalent adsorptive capacity. The Contractor must provide the Department with a certificate of the adsorptive capacity (iodine no.) from the manufacturer for each lot of GAC purchased from the manufacturer.
 - vii. Packing: The GAC shall be packed at the Contractor's facilities, not at the well site. However, the GAC may be packed flushed and backwashed on-site.

- viii. Storage: Virgin GAC must be stored in facilities that will protect it from weather and vandalism.
 - ix. Carbon with low Fines shall be used. Carbon FINES shall be flushed at the site during all installations and exchanges. The Contractor shall be responsible for damages caused by excessive Carbon FINES in owner/resident's water distribution system due to insufficient flushing.
- c. The filter shell, including paints, coatings, plastics, and other materials in contact with potable water must be approved for use in water systems by NSF International, Underwriters Laboratories or the Department. The filter vessels shall have a black fiberglass exterior, ABS interior pressure vessel with a top adapter and a 3/4-inch inlet/outlet. The filter's distributor pipe shall be 1/2-inch schedule 40 PVC pipe and shall be permanently glued to the distributor head so that no leaks are present at a pressure of 80 pounds per square inch. The distributor basket shall be permanently glued to the free end of the distributor pipe. All replacement piping shall be schedule 40 PVC. All distributors required for parallel systems, joints and fittings shall be schedule 80 PVC, and shall be sized to meet the flow capacity of the filter unit. All replacement connections to or between filter media pressure vessels shall be schedule 80 PVC quick connect unions. Connecting hoses to or between pressure vessels shall be KENTAK F-5000 vinyl braided clear core with gray cover, or equivalent.
- d. A "gallon totalizer" type water meter (a ¾" Badger Model 25L or equivalent) shall be used.
- e. An Ametek #10 pre-filter housing (or equivalent), which houses one 5-micron pre-filter, are to be provided on each train (series or parallel alignment of GAC tanks) of filters unless otherwise specified by the Department. The 5-micron cartridge pre-filters shall be Ametek CP series, or equivalent. All replacement pre-filters must be enclosed in plastic bags or otherwise protected. The Contractor must provide a cartridge filter unit whose filter can be changed by the property owner/resident without damage to the unit. A filter wrench used to replace the cartridge filters must be left with the owner/resident at all installations. In some cases, the Department will direct the installation of an Ametek #20 pre-filter housing (or equivalent), which accepts two (2) 5-micron pre-filter cartridges or one (1) 20" 5-micron pre-filter. 20" pre-filters are usually used where heavy sedimentation is observed. If, during filter installation, the standard #10 pre-filter housing is replaced with a #20 pre-filter housing then in the invoice the #10 housing would be credited and the #20 housing from the Rate Schedule (Attachment B) would be added.
- f. Non-corrosive sampling taps must be provided at accessible locations for sample collection on all installations before the carbon filter unit, between the two (2) filter units (when applicable), after the filter(s) but before the UV light, and after the UV light. Pre-, mid-, and post- labels will be supplied to the Contractor to be strapped to the appropriate sample port.

– Remainder of Page Intentionally Left Blank –

Table 2: Description of Granular Activated Carbon (GAC) Filter Types					
Filter Type	Individual Tank Size (Diameter x Height, Inches)	Volume of Carbon (Cubic Feet (CF))	No. of Tanks	No. of UV Lights	Flow Rate (gpm)
Type 1	10" x 54"	2	1	1	6
Type 2	10" x 54"	4	2 in series	1	6
Type 3	12" x 52"	3	1	1	10
Type 4	12" x 52"	6	2 in series	1	10
---	---	---	---	---	---
Type 6	10" x 54"	4	2 in parallel	2	12
Type 7	12" x 52"	6	2 in parallel	2	20
Type 8	12" x 52"	9	3 in parallel	3	30
Type 9	12" x 52"	12	4 in parallel	4	40
Type 10	12" x 52"	15	5 in parallel	5	50
Type 11	10" x 54"	8	2 in series & 2 in parallel	2	12
Type 12	12" x 52"	12	2 in series & 2 in parallel	2	20
Type 13	12" x 52"	18	2 in series & 3 in parallel	3	30
Type 14	12" x 52"	24	2 in series & 4 in parallel	4	40
Type 15	48" x 72"	38	1	0	67
Type 16	Other	--	Specified by DEP	--	--
*UV lights are a separate item, not always used. NOTE: Schematics of each Filter Type are provided in Attachment G.					

2. Type 15 Granular Activated Carbon (GAC) System

- a. Type 15 GAC media filter must provide the minimum volume of carbon, tank size and flow rates as specified in Table 3, Description of Granular Activated Carbon (GAC) - Type 15 below.
- b. The virgin granular activated carbon shall comply with the *American Water Works Association Standards for Granular Activated Carbon (AWWA B604-96)* and the following more stringent standards:
 - i. Impurities: No soluble compounds may be present that are capable of causing adverse effects on the health of the consumer.
 - ii. Moisture: Shall not exceed two percent (2%) by weight of listed container contents.
 - iii. Apparent Density: Shall be 28.5 - 31.0 pounds per cubic foot.
 - iv. Particle Size Distribution: Shall range between U.S. standard sieve size No. 8 and No. 30. A maximum of 15% of the particles can exceed No. 8 in size and a maximum of 4% may be less than No. 30 in size.
 - v. Abrasion Resistance: Retention of average particle size shall not be less than 75% as determined by either the stirring abrasion test or the RO-Tap abrasion test.
 - vi. Adsorptive Capacity: The iodine number shall not be less than 950 or equivalent adsorptive capacity. The Contractor must provide the Department with a certificate of the adsorptive capacity (iodine no.) from the manufacturer for each lot of GAC purchased from the manufacturer.
 - vii. Packing: The GAC shall be packed at the well site.

- viii. Carbon with low Fines Shall be used. Carbon FINES shall be flushed at the site during all installations and exchanges. The Contractor shall be responsible for damages caused by excessive Carbon FINES in owner/resident’s water distribution system due to insufficient flushing.
- c. The filter shell, including paints, coatings, plastics, and other materials in contact with potable water must be approved for use in water systems by NSF International, Underwriters Laboratories or the Department. Fiberglass reinforced, polyethylene interior pressure vessel with a 6” flanged top and bottom opens. The filter’s upper distributor shall be a four-point baffle and bottom distributor a hub and radial design. The distributor shall prevent loss of GAC media. All replacement piping shall be schedule 80 PVC. All distributors required for parallel systems, joints and fittings shall be schedule 80 PVC, and shall be sized to meet the flow capacity of the filter unit. All replacement connections to or between filter media pressure vessels shall be schedule 80 PVC quick connect unions.
- d. Two (2) non-corrosive smooth nosed sampling taps and two (2) pressure gauges shall be provided at accessible locations before the carbon filter unit and after the filter. Pre- and post-labels will be strapped to the appropriate sample port.
- e. Conditions at existing site and well head: shut-off valve fittings, one (1) outlet to filter and one (1) return to distribution. One (1) separate source backwash supply 3” flanged valve fitting located downstream of the filtered water return, and one (1) way check valve to supply the backwash water supply valve. If these conditions do not exist, please notify the Department prior to commencing work.

Table 3: Description of Granular Activated Carbon (GAC) - Type 15					
Filter Type	Individual Tank Size (Diameter x Height, Inches)	Volume of Carbon (Cubic Feet (CF))	No. of Tanks	No. of UV Lights	Flow Rate (gpm)
Type 15	48” x 72”	38 CF/Tank	1	N/A	67

3. Ultraviolet Light (UVL) Unit

- a. All alterations to an owner/resident’s existing electrical work shall be performed by or under the supervision/approval of a State of Florida Licensed electrician. All work shall meet all state and local code requirements.
- b. Where there is not an existing chlorination disinfection system present at a GAC site, an ultraviolet light (UVL) disinfectant source will be required.
 - i. The UVL source must be an Ideal Horizons Model No. SH-15, Aquafine Model #DW-400, Water Master WMW12, EUV Series Model EUV-16 or its equivalent. The UVL bulb shall be an Ideal Horizons G36L UV lamp, Aquafine 3084 UV lamp, Water Master WMW12 LP, or equivalent.
 - ii. It must have a wavelength of approximately 2,537 angstroms, a minimum output of 30,000 microwatts per second per square centimeter at 10 gallons per minute flow rate and be for outside installation.

- iii. The housing shall be constructed of stainless steel, or equivalent, such that the material must not degrade under prolonged UVL exposure.
 - iv. A rainproof surge protector and rain shroud must be included.
 - v. An oversize viewport or indicator light must be provided to determine if the UVL bulb is functioning. The viewport must exclude UVL and use visible light only as an indicator.
- c. The UV unit shall be able to operate dry without damage. The UV units must be protected from lightning and voltage surges by installing a 300-volt, 60,000-amp lightning arrestor in a weather proof housing (Square D or equivalent) on the circuit serving the unit. Surge protectors other than that specified above must include proof of adequate protection by the unit, from lightning and must be provided with the bid.
 - d. The UV units provided must have bulbs that can be changed in the field without damage to the unit. When installed outside, the unit must be mounted on a pressure treated wooden post at least one foot above the ground.
 - e. All electrical connections should be plugged into an existing 110-volt ground fault protected (GFI) receptacle. If an existing receptacle is not available to power the UV unit, a new 110-volt, 15 AMP GFI receptacle shall be installed with all wiring up to the receptacle housed in electrical conduit. This work, including parts and labor, can be charged as extra work outside the unit cost of the UV unit. All electrical work shall be performed by or under the supervision/approval of a State of Florida Licensed electrician and shall meet all State and Local code requirements.

4. Ion Exchange (I/X) Systems (I/X Systems)

- a. The Ion Exchange filters must provide the minimum volume of resin for each type of filter as specified in Table 4, Description of Ion Exchange Filter Types (i.e., tank volume must exceed the volume of resin plus the required backwash volume) with a slotted distributor or gravel bed. Slots or gravel are not to permit intrusion of resin into the water. Water flow rate, tank size, resin volume, bring tank, and backward head are specified in Table 4, Description of Ion Exchange (I/X) Filter Types for each filter type.
- b. The resin used in the Ion Exchange filter system shall be manufactured by PUROLITE, nitrate specific anion resin type, A-520E Microporous Strong Base Anion Exchange Resin or equivalent:
 - i. Impurities: No soluble compounds may be present that can cause adverse effects on the health of the consumer.
 - ii. Packing: The resin shall be packed at the Contractor's facilities, not at the well site.
 - iii. Storage: The resin must be stored in facilities that will protect it from weather and vandalism.
- c. Brine tanks on the I/X units will use sodium chloride pellets (i.e., salt or NaCl) manufactured by Morton, or equivalent.
- d. The filter shell, including paints, coatings, plastics, and other materials in contact with potable water, must be approved for use in water systems by NSF International, Underwriters

Laboratories, or the Department. The filter vessels shall have a black fiberglass exterior, ABS interior pressure vessel with a top adapter.

- e. All replacement piping 40 PVC, all fittings shall be schedule 80 PVC and shall be sized to meet the flow capacity of the filter unit. All connections to or between pressure vessels shall be schedule 80 PVC quick connect unions.
- f. The filter shall be located as requested by the owner/resident as long as that location is within six (6) feet of the main water supply line and an electrical connection. An air gap device shall be provided at the backwash water discharge. The drain line to receive the backwash water shall be connected to the on-site septic system of sewer line. If a connection to the on-site septic system or sewer line is not feasible, an underground drain shall be installed and billed as an additional item.
- g. All electrical connections should be plugged into an existing 110-volt ground fault protected (GFI) receptacle. If an existing receptacle is not available to power the I/X unit, a new 110-volt, 15 AMP GFI receptacle shall be installed with all wiring up to the receptacle housed in electrical conduit. This work, including parts and labor, can be charged as extra work outside the unit cost of the I/X unit. All electrical work shall be performed by or under the supervision/approval of a State of Florida Licensed electrician and shall meet all State and Local code requirements.

Filter Type	Individual Tank Size (Diameter x Height, Inches)	Volume of Resin (Cubic Feet (CF))	Flow Rate (gpm)	Backwash Head (Metered Head)	Brine Tank (Diameter x Height, Inches)
Type 1	12" x 54"	2	15	Clack 1"	24" X 41"
Type 2	16" X 65"	4	28	Clack 1.25"	24" X 41"
Type 3	22" X 60"	7	44	Clack 1.5"	24" X 50"
Type 15	Other	Specified by the Department			

5. Reverse Osmosis Systems

- a. The Reverse Osmosis (RO) filter system is an under-the-sink system (except as noted in paragraph 5.b. below) manufactured by WATTS's model #WP4-50-FL, or equivalent. The major components of the RO unit are:
 - i. A 20-micron sediment pleated pre-filter;
 - ii. A 5-micron sediment pleated pre-filter;
 - iii. A granular activated carbon post- filter;
 - iv. A thin film composite (TFM) RO membrane;
 - v. A 3.2-gallon pressurized storage tank;
 - vi. A designer series air-gap faucet (manufactured by Watts model number WTMFAG-C, or equivalent) with shroud and long reach designer spout; and
 - vii. A drip/leak pan and an automatic leak detector/shut off device from Flowlok, FLK-14, or equivalent.

- b. Where installation of the under-the-sink RO filter system is not possible, a countertop RO unit may be used as long as it is the countertop-type RO system from AquaTru®, or its equivalent, is a complete unit, and it utilizes replaceable filters/RO cartridges.
- c. If an equivalent unit per paragraph 5.a. above is selected, it must include all components and meet all standards in this subsection and must be approved by NSF for nitrate removal.
- d. When the well pump low-end pressure at the work-site (e.g., residence) is set less than 40 psi, a continuous duty 24-volt pump should be provided. This work, including parts and labor, can be charged as extra work outside the unit cost of the RO unit.
- e. The RO unit must produce a flow rate of 50-gallons per day with a minimum of 85% sodium chloride (NaCl) rejection and 90% nitrate (NO₃) rejection under specific testing conditions (i.e., 1000 ppm NaCl and 100 ppm NO₃ feed solution at 100 psi trans-membrane pressure, 77oF operating temperature, and 20% recovery).
- f. The RO assembly is made of a molded polypropylene pressure vessel (aka, desalinators) which houses the RO membrane, product water check valve, internal flow control, and an automatic shut-off valve. For use with this valve the desalinators must come equipped without a tank pressure relief valve. There are also two (2) 12" filter housings that include the 20-micron pre-filter, the 5-micron sediment pre-filter, and an in-line carbon post-filter.
- g. Low-end well pump operating pressure as seen at the kitchen sink where the RO is to be installed should be at least 40 psi. If the line supplying the RO has less than 40 psi, a positive displacement RO 24-volt, 0.5-amp 10 gallon per hour booster pump will be installed. This pump installation is not considered a 'standard' RO item and can be charged as an extra item.
 - i. The pump will have a standard tank shut off switch and come with a 24-volt wall mount plug-in type transformer.
 - ii. All electrical connections should be plugged into an existing 110-volt GFI receptacle.
 - iii. If an existing receptacle is not available to power the pump, a new 110-volt, 15-amp GFI receptacle shall be installed with all wiring up to the receptacle housed in electrical conduit. This work, including parts and labor, can also be charged as extra work. All electrical work shall be performed by or under the supervision/approval of a State of Florida Licensed electrician and shall meet all State and Local code requirements.
- h. The storage tank that holds the product water must have has a 3.2-gallon capacity varying with incoming line pressure. In some cases, an 11-gallon storage tank will be used, which is not a part of a standard system.
- i. The RO membrane is a thin film (TFM-L) membrane that is 2" x 12" diameter and length, respectively, with 3.8 square feet and which is capable of handling non-chlorinated water supplies, is bacteria resistant, and accepts high pH content and high operating temperatures. Where chlorine is present in the water at the RO supply line, a GAC filter cartridge will be required and is charged as an extra item.
- j. The parts bag and tubing for typical installations are provided along with the unit to ensure proper assembly to the feed line and installation of the drain assembly. The use of self-tapping

valves for the connection to the supply line, and saddle valves for the connection to the drain line are prohibited in some jurisdictions.

- k. If an owner/resident requests the RO supply be connected to their ice maker/refrigerator and that installing a line from the RO unit to the Ice maker is possible by running the line through cabinets or on wall surfaces, that work is considered outside of the regular installation cost for an RO system. Owner/residents shall be informed that icemakers connected to an RO may not operate as designed and may produce hollow or partial Ice cubes. If the RO to ice-maker line installation requires extensive work, such as removing sheet rock or wall covering or running the line into the attic or in a crawl space the owner/resident shall be told to have the line installed on their own/by an independent contractor at their own cost before he Contractor can complete the connection.
- l. When arsenic is the contaminant being removed, the Department will request the RO unit to be installed in accordance with this subsection with the addition of an inline Point of Use (POU) metal oxide filter cartridge as described in paragraph 6 below. This work, including parts and labor, can be charged as extra work.

6. Point of Use (POU) Cartridge Filter Installations

- a. Point of Use (POU) cartridge filter installations are considered additional items to standard filter installation and exchange work and shall be billed per POU cartridge costs in the Rate Schedule (Attachment B).
- b. At the Department's direction, the installation of additional post RO or refrigerator POU cartridge filtration will be required as a stand-alone filter or in addition to an RO unit. Cartridge filtration systems shall use #10 Big Blue Filter Housings manufactured by Pentek, or equivalent. If required, the ¾" inlet and outlet will be reduced to accommodate the supply lines of the RO or refrigerator ice maker supply line. Arsenic reduction Big Blue Cartridges must be 4.5" by 10" cartridges filled with Bayoxide E33 media, or equivalent.
- c. Where owner/residents are chlorinating their water supply, a standard 2.5x12" filter housing shall be installed before the RO. A 2.5"x10" carbon cartridge shall be used to reduce the chlorine to protect the RO membrane.
- d. High flow sediment canisters/cartridges will consist of Big Blue housing and pleated 5-micron 4.5" x 10" cartridges, or equivalent.

7. KDF Point of Entry Filter Systems

- a. KDF filters must provide the minimum volume of media for each type of filter as specified in Table 5, KDF Point of Entry Filter Systems (i.e., tank volume must exceed the volume of media plus the required backwash volume) with a slotted distributor or gravel bed. Slots or gravel are not to permit intrusion of media into the water. Water flow rate, tank size, media volume, and backwashing head are specified in Table 5, KDF Point of Entry Filter Systems for each filter type.
- b. The high-purity, granulated media, KDF® 85, is to be used in the filters and is manufactured by KDF Fluid Treatment, Inc.

- i. Impurities: No soluble compounds may be present that can cause adverse effects on the health of the consumer.
 - ii. Packing: The media shall be packed at the Contractor’s facilities, not at the well site.
 - iii. Storage: The media must be stored in facilities that will protect it from weather and vandalism.
 - iv. Installer shall install and backwash the filter as specified by the manufacturer.
- c. All electrical connections should be plugged into an existing 110-volt GFI receptacle. If an existing receptacle is not available, a new 110-volt, 15-amp GFI receptacle shall be installed with all wiring up to the receptacle housed in electrical conduit. This work, including parts and labor, can also be charged as extra work. All electrical work shall be performed by or under the supervision/approval of a State of Florida Licensed electrician and shall meet all State and Local code requirements.
- d. The filter shall be located as requested by the owner/resident as long as that location is within 6 feet of the main water supply line and an electrical connection. An air gap device shall be provided at the backwash water discharge. The drain line to receive the backwash water shall be connected to the on-site septic system of sewer line. If a connection to the on-site septic system or sewer line is not feasible, an underground drain shall be installed as an additional item.
- e. The filter shell, including paints, coatings, plastics, and other materials in contact with potable water must be approved for use in water systems by NSF International, Underwriters Laboratories or the Department. The filter vessels shall have a painted fiberglass exterior, ABS interior pressure vessel with a top adapter. All replacement piping, joints and fittings shall be schedule 40 PVC, and shall be sized to meet the flow capacity of the filter unit. All connections to or between pressure vessels shall be schedule 80 PVC quick connect unions.

Table 5: Description of KDF Point of Entry Filter Systems

Filter Type	Tank Manufacturer & Size (Diameter x Height, Inches)	Volume of KDF 85 (Cubic Feet (CF))	Flow Rate (gpm) Service / Backwash	Backwash Head (Metered Head)	Distributor
Type 1 POE – KDF 85 Media	Poly Glass Vessels. Tank # 9” by 48”	0.5	6/12	Clack 1”	Fine slotted to prevent media loss
Type 2 POE – KDF 85 Media	Poly Glass Vessels. Tank # 12” by 48”	1.04	11/22	Clack 1.25”	Fine slotted to prevent media loss

8. Arsenic Reduction Point of Entry (POE) Systems

- a. Arsenic Reduction Point of Entry (POE) filter system must provide the minimum volume of media for each type of filter as specified in Table 6, Description of Arsenic Reduction Point of Entry (POE) Systems (i.e., tank volume must exceed the volume of media by 35%) with a slotted distributor. Slots are not to permit loss of media. Water flow rate shall be as specified

in Table 6, Description of Arsenic Reduction Point of Entry (POE) Systems for each filter type and verified in the field. Each filter type consists of two (2) tanks in series.

- b. Depending on the type of Arsenic along with other water quality issues found at a site, two (2) types of adsorption media may be used.
 - i. Adsorbent Material:
 1. Bayoxide E33 Media
 2. Hydroglobe, MetSorb HMRG Media
 - ii. Impurities: No soluble compounds may be present that can cause adverse effects on the health of the consumer.
 - iii. Packing: The media shall be packed at the Contractor's facilities, not at the well site.
 - iv. Storage: The media must be stored in facilities that will protect it from weather and vandalism.
 - v. Installer shall install and backwash the filter as specified by the manufacturer.
- c. Clack backwashing heads with meters shall be used. Gravel under-bedding shall be provided to allow for proper flow distribution during backwashing.
- d. All electrical connections, when possible, shall be plugged into an existing 110-volt GFI receptacle. If an existing receptacle is not available, a new 110-volt, 15-amp GFI receptacle shall be installed with all wiring up to the receptacle housed in electrical conduit. This work, including parts and labor, can also be charged as extra work. All electrical work shall be performed by or under the supervision/approval of a State of Florida Licensed electrician and shall meet all State and Local code requirements.
- e. The filter shall be located as requested by the property owner/resident as long as that location is within six (6) feet of the main water supply line and an electrical connection. An air gap device shall be provided at the backwash water discharge. The drain line to receive the backwash water shall be connected to the on-site septic system or sewer line. If a connection to the on-site septic system or sewer line is not feasible, an underground drainfield shall be installed in accordance with paragraph 10 below and billed as a separate item.
- f. The filter shell, including paints, coatings, plastics, and other materials in contact with potable water must be approved for use in water systems by NSF International, Underwriters Laboratories or the Department. The filter vessels shall have a black fiberglass exterior, ABS interior pressure vessel with a top adapter and a ¾-inch inlet/outlet.
- g. The distributor pipe shall be ½-inch schedule 40 PVC pipe and shall be permanently glued to the distributor head so that no leaks are present at a pressure of 80 pounds per square inch. The distributor basket shall be permanently glued to the free end of the distributor pipe.
- h. All replacement piping shall be schedule 40 PVC. All joints and fittings shall be schedule 80 PVC and shall be sized to meet the flow capacity of the filter unit. All replacement connections to or between pressure vessels shall be schedule 80 PVC quick connect unions. Connecting hoses to or between pressure vessels shall be KENTAK F-5000 vinyl braided clear core with gray cover, or equivalent.

Table 6: Description of Arsenic Reduction Point of Entry (POE) Systems					
Filter Type	Tank Size (Diameter x Height, Inches)	Volume per Tank (Cubic Feet (CF))	Volume of two (2) Tank System (Cubic Feet (CF))	Flow Rate (gpm)	Backwash Head (Metered Head)
A2	9	48	1	2	3
A3	10	54	1.4	2.8	3.5
A4	12	52	2	4	6
A5	14	65	3	6	7
A6	16	65	4	8	10
A8	21	62	6.6	13.2	16
A10	24	72	9.5	19	20
A11	36	72	21	42	45

9. Freeze Houses at Northern Locations

As directed by the Department, the Contractor shall provide a one-piece fiberglass, plastic or other enclosure that completely encloses the filter providing protection and insulation against freeze damage and other environmental hazards.

- a. The fiberglass enclosure's structure shall consist of a minimum of two (2) layers of two (2) ounce fiberglass mats saturated with polyester resin with a brilliant, green, gel coat exterior finish. Bonded to the enclosure's inner surface shall be a ¾ inch solid bead board, insulated with a Mylar surface film visible from the inside. The one-piece enclosure with the insulation installed shall have an R factor from 3 to 6 and the interior dimensions of a height from 67 to 72 inches, width from 25 to 30 inches, depth from 18 to 24 inches. A lockable and hinged door that is 22 to 27 inches wide with a full overlapping flange must be provided to access the POE filter, water flow meter and all other constituents of the filter system.
- b. Plastic enclosures shall be manufactured by Rubbermaid (Rubbermaid Part No. 3746) a large vertical storage shed, or equivalent, installed by the Contractor. In addition to the provided assembly instructions, all panels (roof, floor, walls and doors-at the hinges) shall be reinforced with ¼ inch lag bolts, two (2) at each panel union. The floor shall be reinforced with one (1) piece 2' x 4' x ¾ inch pressure treated (PT) plywood. Two (2) 4" x 4" x 8' long PT posts (at least 2' buried into the ground) will be used to anchor the shed and a 2" x 4" x 4' long PT board will be used on the inside of the shed (¼" carriage bolts through bolted at each end to the 4" x 4" posts) to secure all filter components. The Contractor shall provide appropriate specifications of any equivalent storage shed.
- c. The floor of the enclosure shall be fiberglass, aluminum, or ¾" Pressure treated plywood (as described above). The base must provide a firm and a slight slope (1/8th inch in 2 feet) to facilitate drainage. POE filter systems within the insulated enclosure shall be secured (chained or strapped) to prevent any accidental tipping or overturning. The enclosure, once properly located on site, must be anchored securely to the ground or existing foundation by a method previously approved by the state.
- d. All filter unit sample ports must be easily accessible.

10. Drain Field for Regenerative and Backwash Water

- a. The underground drainfield shall be located at least 70 feet from the well head.
- b. One (1) section of Infiltrator Water Technologies' Quick4 Plus Standard Chamber, or equivalent, shall be installed at least 12" below grade to top of infiltrator. Two (2) Quick4 Plus All-in-one 12 Endcaps, or equivalent, will also be included.
- c. The excavated earth shall be back filled and compacted to the original ground elevation. Also, the existing ground cover shall be replaced, and any excess excavated soil shall be removed from the work site.

(b) Work Categorization, Regular / Scheduled

Filter work assigned under this Contract falls into broad categories related to filters processes: GAC, I/X, RO systems, other adsorption type media or other Media as specified: Regular work is considered as Filter Installation, Filter Exchange, Filter Removal and Salt delivery for IX systems. All materials used shall meet requirements of appropriate Section in III. Material Specifications.

1. Filter Installations (FI)

- a. Installation: The installation of all new components or refurbished filter systems, as described in the Material Specification subsection above, that comprise a GAC, I/X, RO, or other type Media filter.
- b. If refurbished filter systems are used, all related media, resins, or membranes shall use new material. Other filter equipment shall be inspected, and any non-functional equipment shall be replaced.
- c. Scheduling: All installation work shall be authorized by a Department-generated Work Order. The Department shall notify the owner/resident of the type of work to be done and upon owner/resident's approval, a Work Order (Attachment C) shall be sent (by E-Mail with receipt confirmed by the Contractor) to the Contractor. Upon receipt of an installation Work Order, the Contractor shall contact the owner/resident to schedule the installation. The Contractor must schedule the work within 30 calendar days from the date of the Work Order (Attachment C) or as soon as the owner/resident's schedule allows.
- d. If an appointment time cannot be coordinated with the owner/resident within thirty (30) calendar days from the day the Department's Work Order is received, the Contractor shall immediately notify the Department of the delay or return the Work Order to the Department for further processing. Contact attempts and notes shall be recorded on the Work Order.
- e. Before starting any work, the Contractor shall contact the Department if the owner/resident requests work in addition to normal work, such as: a filtration system other than the approved State system, work at another site or well other than what is shown on the Work Order, a filter to be located at a location that would result in excessive work/materials, or work that is beyond the defined Scope of the Contract.
 - i. Prior to requesting a filter install, the Department will discuss with each owner/resident the type and configuration of the filter and the Contractor shall outline the work that will be done when contacting the owner/resident to coordinate

the installation.

- f. Electrical inspections, when applicable, for installations/re-installations shall be done within thirty (30) calendar days of the work date. If electrical inspections are not needed, the Contractor shall note that the wiring has been connected into an existing 110-volt GFI receptacle on the Work Order. The Contractor shall employ a Florida licensed electrician to inspect electrical connections when an electrical outlet and appropriate GFI is not available. This work is in addition to the standard filter install work. Electrical inspections and work are not considered as a regular part of FI (Filter Installation) or FE (Filter Exchange) work and shall be billed on the Rate Schedule's (Attachment B) parts and labor items.
- g. All Point of Entry (POE) filter systems shall be secured from tipping over. All components, if not directly and securely attached to an existing structure (at the approval of the owner/resident), shall be securely attached to an approved freeze-protection house where appropriate, or to a Pressure Treated post. The post shall be a 4" x 4" buried at least 24" below grade and extend 60" above grade. The filter tanks shall be securely chained or strapped to the structure, freeze-protection house or post to prevent tank overturn. The following is not considered part of a standard installation/re-installation: Where a sound base is not available, to place the media tanks on, place each tank on a 2" thick concrete patio pad at least 2" wider than the tank diameter used. Pads shall be level and placed on firm soil in a location where erosion will not disturb/undercut supporting soil.
- h. The Contractor shall provide confirmation of correct location of the property address and the well by observing and recording on the Work Order the Florida Unique Well Identification Number affixed to or near the well head, piping or pressure tank.
- i. The Contractor shall confirm the system size, flow, and other site conditions to ensure that the requested filter will operate as designed. The Department will correspond with the well owner/resident to determine these details but field confirmation of the well system, owner/resident's filters if present, flows, pressure and other water quality issues meet minimum requirements of the filter to be installed.
- j. It may be necessary to temporarily shut off a well to confirm an owner/resident's claim or to determine which home or homes are connected to the same well.
- k. Proper care shall be exercised in meeting owner/resident's needs for the location of the installation on-site as well as appropriately sequencing the state system with any pre-existing owner/resident-installed filtration equipment. Non-potable water lines, such as lawn irrigation systems, shall be by-passed when possible. Parts and labor required to by-pass non-potable lines are considered additional work and billed as such.
- l. Before work is started, it is important that the Contractor informs the owner/resident of existing plumbing and electrical problems. The Contractor will record on the Work Order and photograph the existing well, plumbing and electrical problems before filter installation (especially when very poor plumbing conditions exist). This will document and help prevent disputes later about damaged wells, pumps, or plumbing. Undisclosed delays on-site due to problems found with existing well setup that prevent the normal/safe installation of exchange may be billed as labor.

- m. The Contractor shall contact the Department when conditions differ from Work Order descriptions or instructions. Work at a site shall not proceed if the filter work requested, including flow demands, and filter size does not match the appropriate Materials Specifications. Undisclosed delays on-site due to problems found with existing well setup that prevent the normal and safe installation of exchange may be billed as labor.
- n. A normal installation/re-installation is where a filter can be placed at a site where the plumbing supply line can be connected to within six (6) feet and there is an appropriate electrical supply nearby that can be used and no other problems exist that would require additional effort to resolve before the equipment can be installed.
- o. Filter installation includes explaining the filter system to the owner/resident and delivering the Filter Instruction Sheet to the owner/resident.

2. Installation of Granular Activated Carbon (GAC) Systems.

The installation of GAC filter system includes, but is not limited to:

- a. Supplying new or used tanks filled with the required volume of new GAC media as well as properly back-washing the tanks on site. Damage caused by improperly flushed or rinsed carbon shall be the responsibility of the Contractor. Tanks eighteen (18) inches or larger may be filled at the site.
 - i. When used tanks are installed, they shall be thoroughly inspected for usability.
- b. Delivery of all related materials and equipment to the work site specified on the Work Order.
- c. Proper installation of all components, primarily pre-filter housing, water meter, GAC tanks, wooden-support post, chain or strap to prevent tank over turn, sampling port(s), connecting hoses, fittings and freeze-protection houses (where directed). A check valve shall be installed after the tanks, or after a UV system (where applicable), to prevent water back-flow when water supply at source is cut-off.
- d. Eleven (11) new 5-micron 2.5 x 12" pleated pre-filter cartridges.
- e. Instructing the owner/resident on applicable preventive maintenance procedures, such as changing the pre-filter cartridge, and shut-off procedures for emergency situations, such as a leak.
 - i. An instruction sheet shall be provided to and reviewed with the owner/resident.
 - ii. Lamination of instruction sheet is required if left outside.

3. Installation of Ultraviolet (UV) Disinfection Systems.

- a. A UV disinfection system will be required at all GAC filter sites where there is not a pre-existing automatic chlorination disinfection system owned and maintained by the owner/resident. If an owner/resident has and maintains a chlorination system, no UV is required and the GAC system will be installed *before* the chlorine injection point.
- b. The UV disinfection system shall be securely attached to the 4" x 4" post or inside the freeze-protection house in such a way that the UV bulb and quartz sleeve can be easily maintained. UV units mounted inside a freeze-protection house requires a bottom hinged mounting to

allow the units light and sleeve to be maintained.

4. Installation and Reinstallation of Reverse Osmosis (RO) Systems.

RO systems shall be installed in accordance with paragraph 5 of subsection B above. Installation includes, but is not limited to:

- a. Confirming that the low end of the well's operating pressure of at least 40 psi is available at the sink where the RO unit is to be installed. If the line supplying the RO has less than 40 psi a RO 24-volt booster pump will be installed and billed as extra work.
- b. Installation of an 11-gallon storage tank in place of the 3.2-gallon tank, with prior approval from the Department, at work sites with a higher volume demand that necessitates the installation of an 11-gallon storage tank. On the Work Order the standard 3.2-gallon tank which is included in a normal RO installation would be credited and the 11-gallon tank charged.
- c. Installing a drain pan to contain system leaks. In some cases, this will require different pan sizes to account for different cabinet sizes. Inside the drain pan, a leak detector, Flowlok FLK-14, or equivalent, will be placed on a ¼" elevated platform which will sense leaks and shut off the water supply to the unit. If a standard pan will not fit, a rubber shower pan shall be installed in the bottom of the cabinet. If the owner/resident does not allow a shower pan to be installed and there is no room for a drain pan, the Contractor shall have the owner/resident sign a statement that they will be responsible for any damage resulting from leaks.
- d. Instructing the owner/resident on applicable preventive maintenance procedures, such as draining the tank, and shut-off procedures for emergency situations, such as a leak, as well as on the leak detector operation and how to reset the device.
 - i. The Contractor shall leave two (2) replacement leak detector inserts with the owner/resident.
 - ii. An instruction sheet shall be provided to and reviewed with the owner/resident.
 - iii. Lamination of instruction sheet is required if left outside.

5. Installation of Canister Point of Use (POU) Cartridge Filters.

The installation of POU cartridge filters includes, but is not limited to:

- a. A 4½" x 12" Big Blue housing using 4½" filter cartridge E33 metal oxide media (in-line) may be required to be installed after the RO unit or in line with a Refrigerator's ice maker. Pre-rinse/flush media fines before installation.
- b. A standard 2½" pre-filter cartridge using a Carbon cartridge may be required to be placed before ROs where the feed water is chlorinated. Pre-rinse/flush media fines before installation.
- c. Where directed, sediment filtration may be required using a 4½" x 12" Big Blue housing with 5-micron 4½" filter cartridge.
- d. Pre-rinsing and flushing of the media fines shall be done before exchange. Cleaning/flushing of fines is not possible when connected to the RO.

6. Installation of Ion Exchange (I/X) Systems and KDF Systems.

The installation of an I/X and KDF filter system includes, but is not limited to:

- a. Supplying new or used tanks, filled with required volume of resin/media (used tanks shall be thoroughly inspected for usability). Delivery to the site specified on the Work Order.
- b. Proper installation of all components, primarily water meter, regeneration/backwash head, resin tank/s, brine tank, wooden-support post, chain or strap to prevent tank overturn, sampling port(s), connecting hoses, fittings and freeze-protection houses (where directed).
- c. Verifying that the supply flow and backwash flow match the filter systems requirements. The system shall be properly flushed and backwashed. The Contractor shall set appropriate regeneration/backwash and rinse times and record these settings on the Work Order.
- d. For I/X systems, leaving two hundred pounds of salt for regeneration in the brine tank and leaving an additional four hundred pounds of salt in a dry and protected area for the owner/resident. The owner/resident should be instructed on the procedure for adding salt and preventing salt bridges.
- e. Exercising proper care in meeting the owner/resident's needs in locating the installation on-site, by-passing plumbing for non-potable water use, where possible (such as lawn irrigation systems), and appropriately sequencing the state system with any pre-existing owner/resident-installed filtration equipment. Re-plumbing a bypass lines below grade will be considered outside the regular scope of installation scope.
- f. Installing an air gap in the backwash drain connecting it to the existing septic or sewer system. If the drain cannot be connected to the septic or sewer line, a drainfield system shall be installed as described in paragraph 10 of the Materials Specification above. Drain system installation is a separate item from the filter installation.
- g. Instructing the owner/resident on applicable preventive maintenance procedures, such as observing regular salt use, preventing/clearing salt bridges, observing the backwash head's display/warnings, and shut-off procedures for emergency situations such as a leak or power failure. An instruction sheet shall be provided to and reviewed with the owner/resident. Lamination of instruction sheet is required if left outside.

7. Installation of Arsenic Point of Use (POE) Systems.

For the installation of arsenic POE filter systems, the Contractor shall:

- a. Supply new tanks to be filled with required type and volume of media, as specified by the Department, along with all other related equipment/material. Delivery of materials and equipment to the site specified on the Work Order.
- b. Perform and record field iron tests of raw water and after any owner/resident's filter. Contact the Department if iron is higher than manufacturer's recommendation.
- c. Properly install all components, backwash head with meter, media and tank(s) wooden support post, chain or strap to prevent tank over turn, sampling port(s), connecting hoses, fittings, shut off valves and freeze-protection houses (where directed).
- d. Exercise proper care in meeting owner/resident needs on locating the system on-site, by-

passing plumbing for non-potable water where possible, such as lawn irrigation systems, and appropriately sequencing the state system with any pre-existing owner/resident installed filtration equipment. Unless otherwise directed, Department filters shall be installed after owner/resident filters.

- e. Verify that the supply flows and backwash flows match the filter systems requirements. The system shall be properly flushed and backwashed. Backwash times shall be recorded on the Work Order.
- f. Record the exchange date, media type used, and the Contractor's Technician's initials on the filter tanks.
- g. Install the backwash drain air gap and connect it to the existing septic or sewer system. If the drain line cannot be connected to the septic or sewer line, a drainfield shall be installed as described in paragraph 10 of the Materials Specification above. Drainfield installations are a separate item from the filter installation.
- h. Instruct the owner/resident on applicable preventive maintenance procedures, such as observing normal system operation, observing backwash head display, and shut-off procedures for emergency situations, such as a leak or power failure. An instruction sheet shall be provided to and reviewed with the owner/resident. Lamination of instruction sheet is required if left outside.

8. Filter Exchanges (FE)

- a. Scheduling Protocol. The Department, based on the normal schedule, will direct filter exchange work. See Table 7, Exchange Schedules, below for the general exchange schedule. The Department shall send Work Orders (by the 25th of the preceding month) for exchanges due in a particular month. The Contractor shall attempt to perform all exchanges in the month the exchanges are due.
 - i. Occasionally, the Department shall send Work Orders (Attachment C) for certain sites outside of the normal schedule.
 - ii. Some filters are sampled on a regular basis by the Health Department. When a sample shows a problem, a Work Order will be sent by the Department to the Contractor.
 - iii. All such exchange Work Orders shall be performed within 30 calendar days of receipt of the Work Order or as scheduling with the owner/resident allows. If the work is not done within the 30 calendar days, detailed notes shall be recorded on the Work Order outlining situations that caused the delays, such as the owner/resident being out of town.
 - iv. An exchange may be initiated in the field during a maintenance call at an active filter site (if the maintenance requires an exchange such as due to a leaking tank), or if the technician notes that an exchange is due in six (6) weeks (or less) within the normal schedule. The Contractor's technician shall contact the Department to confirm filter status. Early exchanges may be approved by the Department.
 - v. Coordination of Exchanges may require the Contractor to make multiple calls to owner/residents for appointments. All time and labor to establish exchange schedules over the phone are included in the appropriate filter exchange Rate

Schedule (Attachment B).

- vi. The owner/resident should be notified of planned exchange times. Many systems (all RO systems) are located in residences or other locked buildings and the owner/resident will have to be contacted to complete the exchanges. The Contractor shall call the owner/resident of the property (Work Orders will have contact names and home/work phone numbers) to establish a time for exchange. If the Contractor cannot contact the owner/resident in three attempts (two attempts shall be made on different days during normal business hours, between 8 a.m. and 5 p.m., and one attempt to the home number, between 6 p.m. and 9 p.m., on another day), within the month the exchange is due, the Contractor shall immediately return the Work Order (with appropriate notes) to the Department for further processing.
- vii. Most GAC and I/X filters are located near the well and are accessible for exchange (notes shall be provided on Work Orders for filters that are in garages, have dogs on property, or other situations that require the Contractor to call prior to making a site visit). However, the Contractor shall attempt to call the owner/resident to establish a time for the exchange (following protocol similar to RO exchanges described above). If there is no response in three (3) attempts, the Contractor shall go to the site and attempt to perform the exchange (unless there are notes on the Work Order that states that access to the site requires the presence of the owner/resident. In this case, the Contractor shall immediately return the Work Order to the Department for further processing). If the exchange cannot be performed, the Contractor shall make detailed notes on the Work Order outlining the problem and return the Work Order to the Department. If a filter cannot be exchanged due to conditions found at the site, a Filter Disconnect shall be completed.

Table 7: Exchange Schedules	
Contaminant	Schedule
EDB	Annually or as directed
Vinyl Chloride (VC)	As directed
All Other Solvent Contaminants	Annually or as directed
Nitrate	As directed
Nitrate, Lead, Arsenic	Annually or as directed
Methyl-Tert-Butyl-Ether	Sampled quarterly. Exchanged on breakthrough (required to be done within 30 calendar days of receipt of Work Order).
All Other Petroleum Contaminants	Annually or as directed

9. Granular Activated Carbon (GAC) System Exchanges.

The Exchange of a GAC filter includes, but is not limited to:

- a. Filling requisite number of pre-inspected used tanks (based on filter type being exchanged) with the appropriate volume of virgin carbon at the office/warehouse. Properly backwashing the tanks, at well site. Damage caused by improperly flushed or rinsed carbon, shall be the responsibility of the Contractor.
- b. Delivery of all related materials and equipment to the site specified on the Work Order.

- c. On-site replacement of existing used tank(s) with tank(s) containing virgin carbon. Also, includes inspection of all other connecting equipment. Re-chain or strap tanks to prevent overturning.
- d. Returning with the used tanks to office/warehouse, empty the spent GAC and ship it for re-generation.
- e. Inspecting all components of the used tank(s), such as tank exterior, tank shell, distributor head, distributor tube, and distributor basket, for usability in future exchanges.
- f. Supplying a sufficient number of pre-filters with the owner/resident to cover the needs for a 1-year period, since most GAC filters are exchanged on an annual basis after installation. If there are extra pre-filters left over from the previous year, then only an amount needed to replenish what was used needs to be left. The owner/residents should be instructed on the procedure for changing pre-filter. Pre-filters are billed separately from the GAC filter exchange.
- g. Inspecting freeze-protection houses, where applicable, and repairing them to good workable condition, if necessary. If a house is found to be in bad condition (e.g., broken doors, insulation falling off, etc.), proper notes shall be made on the Work Orders to notify the Department of the need to replace it.
- h. Where a UV disinfection system is present, replacing the UV bulb, cleaning the quartz sleeve housing, and verifying that the view-port is in good condition. This UV exchange and cleaning is a separate item from the GAC filter exchange.
- i. Confirming the presence of the instruction sheet and the Contractor's contact information.
- j. Contaminated GAC Media Handling: The Contractor shall collect, at the time of GAC replacement, all spent media and have it reactivated. Proof of reactivation shall be submitted to the Department upon request. All costs associated with this item are included in the unit prices for the installs, exchanges, and removals.

10. Reverse Osmosis (RO) System Exchanges.

The exchange of an under-the-sink RO filter system includes, but is not limited to:

- a. Removing the existing RO and bladder tank from the Work Site and replacing it with a refurbished, flushed, and tested RO and bladder tank.
- b. Refurbishing, testing of RO at shop, which is considered as part of the RO filter exchange, will consist of:
 - i. Removing the old 5-micron and 20-micron pre-filters, RO membrane, and the GAC post-filter cartridge.
 - ii. Cleaning and flushing the RO housing and filter housings.
 - iii. Providing and installing new 5-micron and 20-micron pre-filters, RO membrane, and GAC post- filter cartridge.
 - iv. Connecting the RO to a none-chlorinated water supply having no more than 40 psi pressure and confirming the operation of the automatic shut-off valve operation, the absence of leaks, and that there is at least a 1/2 gpm flow of finished water.

- v. Disinfecting and flushing the bladder tank, pressurizing the bladder to 7 psi, waiting at least 24 hours and confirming that the bladder tank pressure has not lost significant pressure (i.e., more than 1/2 psi). The tank shall be discarded if the bladder tank is found to lose significant pressure. The tank should then be filled with non-chlorinated water to be used at next exchange site.
- c. Reverse Osmosis (RO) Filter Exchanges at site will consist of:
- i. Looking for leaks and taking pictures, as appropriate. Informing owner/resident if leaks originate from owner/resident's plumbing.
 - ii. Removing the existing RO and bladder tank and transporting to shop for refurbishing, as described above, for preparation and use a subsequent site.
 - iii. Replacing it with a refurbished RO and bladder tank. The bladder tank shall be replaced with a used 3-gallon tested storage tank or a new tank. Supply lines shall be trimmed as needed. If replacement of any supply lines is needed, that work is outside the regular RO exchange and can be billed for parts and labor.
 - iv. Verifying the condition and location of the shut off device, Flowlok, FLK-14, and that the owner/resident has 2 replacement detection inserts and knows how to use them.
 - v. Inspecting and cleaning the drain line and air gap and, where applicable, verifying that the pump is in good working condition and that the whole system does not have any leaks. To be in good working condition, the system should produce at least 1/2 gallon per minute.
 - vi. Confirming the presence of the instruction sheet and the Contractor's contact information.
- d. Where installation of the under-the-sink RO filter system was not possible, and a countertop RO unit was used, the exchange will consist of the AquaTru® Countertop RO cartridge replacement, or equivalent, listed as AquaTru® Special Value Pack, which includes one (1) pre-filter, one (1) carbon filter, and one (1) RO filter cartridges.

11. Canister Cartridge Filter Exchanges.

- a. Where applicable, the 4½" x 12" Big Blue housing shall be exchanged with an in-line 4½" filter cartridge E33 metal oxide media cartridge after the RO unit or in-line with a Refrigerator's ice maker. The media fines shall be pre-rinsed and flushed before exchange.
- b. Where feed water is chlorinated, the standard 2½" pre-filter cartridge shall be exchanged with a carbon cartridge located before the RO unit. The media fines shall be pre-rinsed and flushed before exchange.
- c. At sites where heavy Sediment loading occurs, the Big Blue 5-micron 4½" filter cartridge shall be exchanged.
- d. Where applicable, metal oxide cartridge and/or pre-carbon cartridge shall be exchanged. The media fines shall be pre-rinsed and flushed before it is exchanged because cleaning of fines is not possible when its connected to the RO.

12. Ion Exchange (I/X) and KDF System Media Exchanges

The exchanges of an I/X and KDF media includes, but is not limited to:

- a. Filling requisite number of pre-inspected used tanks (based on filter type being exchanged) when performed at the shop or vacuum out all old media and gravel with the appropriate volume of resin/media and fitting with the same type of regenerative/backwash head.
- b. Delivering all materials to the site specified on the Work Order.
- c. Inspection of all connecting equipment and components.
- d. Verifying that the supply flow and backwash flow rates match the filter systems requirements.
- e. Properly flushing and backwashing the system and confirmation that the drain is operating correctly.
- f. Returning with the used tanks and/or media to office/warehouse, emptying and properly disposing of the spent resin/media.
- g. Inspecting all components of the used tank(s), such as tank exterior for usability in future exchanges.
- h. Confirming the regenerative/backwash head settings and checking for an adequate supply of salt (I/X only).
- i. Confirming the presence of the instruction sheet and the Contractor's contact information.

13. Salt Delivery for Ion Exchange (I/X) Filters

The owner/resident will request salt delivery as needed. This includes, but is not limited to:

- a. Delivery to the site specified on the Work Order. Calculating salt usage based of regeneration rates and flows, contact the Department if excessive usage is seen.
- b. Filling the brine tank and leaving an adequate supply of salt on site for four to six months of operation.
- c. Confirming regeneration head for proper operation, set regenerative head if needed.
- d. Inspecting and repairing the system to ensure that it is in good working condition.
- e. Confirming the presence of the instruction sheet and the Contractor's information.

14. Arsenic Point of Entry (POE) Filter System Exchanges.

The exchange of an arsenic POE filter system includes, but is not limited to:

- a. Delivery all materials and equipment to the site specified on the Work Order (Attachment C).
- b. Recording on the Work Order the stored backwash head information including: meter reading, the number of backwashes and any error messages, and the type of media used in the system (as recorded on the tanks).
- c. Collecting, analyzing, and recording the iron field tests at raw water and before arsenic filter if other filters are present. The Contractor shall notify the Department if iron exceeds manufacturer's recommendations.
- d. Vacuuming out old media and gravel bed from each tank and refilling each tank (based on filter type/media being exchanged) with the appropriate media type, volume of media and gravel bed at the Work Site.

- e. Reinstalling/connecting the fittings and recording the type of media used on the tanks and on the Work Order.
- f. Confirming that supply flow and backwash flow matches the filter systems requirements.
- g. Properly flushing and backwashing the system.
- h. Returning spent media to the Contractor's warehouse and properly disposing of the spent media.
- i. Setting and recording the regenerative/backwash head times, checking for other problems or leaks and checking for proper backwash drain operation.
- j. Confirming the presence of the instruction sheet and the Contractor's contact information.

15. Filter Removals (FR)

- a. Scheduling Protocol. The Department shall provide the Contractor with Work Orders for all removals. Prior to instructing the Contractor to affect a removal, the Department shall notify the owner/resident of the removal and obtain approval. The Contractor shall call the owner/resident within 10 calendar days of receipt of the Work Order to establish a time for the removal within the 30-calendar day period.
- b. For GAC, RO, I/X and KDF systems and at the direction of the Department, filter removal shall include all material, labor, travel and overhead cost to affect a complete removal of a system from the site specified by the Department's Work Order. The well or house plumbing shall be restored to normal operational condition.
- c. For GAC systems, the Rate Schedule (Attachment B) also includes the cost of reactivating spent GAC. For other filters, media cartridges and other exhausted materials shall be properly disposed. Removed systems shall be stored in the Contractor's warehouse and used for re-installation at other sites at a later date, or as component parts for faulty equipment in exchanges/maintenance work.
- d. The Contractor shall seek the Department's approval prior to disposal of any removed filter systems, or components thereof, that are not serviceable.

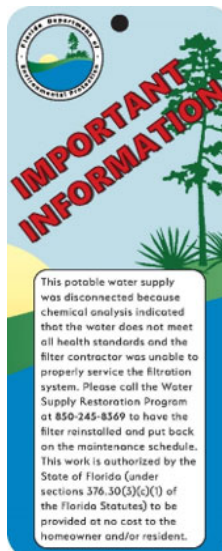
16. Filter Disconnects (FD)

If at the time of a filter exchange or other Work Site visit it is discovered that the property is vacant, the well is inoperable, or there is any other condition that results in a compromised condition of the State filter and that condition cannot be resolved with the Department and/or the owner/resident at that time, the Contractor should perform a filter disconnect as follows:

- a. The Contractor will use its judgment or consult with the Department to decide if a filter site is either abandoned, if the well is turned off, or has some other problem. No exchange shall be done if the well is inoperable. If a Work Site's well has been turned off or there is a problem with the well that requires repair, then no exchange should be done until the owner/resident has been contacted and the power/water has been restored or the repairs have been made. If, on the other hand, the site is abandoned or the well has become inoperable, then a filter disconnect shall be completed.

- b. For Filter Disconnects, the Contractor shall:
 - i. Remove the tank(s) from the site and reactivate spent carbon or properly dispose of spent media at shop.
 - ii. Where large filter tanks are present by-pass tanks.
 - iii. Restore the water connection without the tank(s) but Turn the Shut-Off Valve to the off-position.
 - iv. Attach the Filter Disconnect Tag, shown in Figure 1 (provided by the Department), to the Shut-Off Valve so it displays clearly. This will leave the owner/resident without water to their home/business but will allow the owner/resident to restore the water supply to his/her house, by opening the shut off valve and to call the Department or Contractor for service upon reading the tag on the system.
- c. If the filter is not accessible and contact information is wrong, the Disconnect Tag shall be attached to the main entryway to the home or to the building where the filter is located.
- d. Notes shall be provided to the Department as to the site conditions and whether the filter was disconnected. The filter will be assigned an “inactive” status until contact with the owner/resident is made. Provide site condition details. The Department will provide a list of active filter sites. The Contractor shall help maintain this active list of sites with filters disconnects over the period of the Contract by notifying the Department through Work Orders. This list will be updated through the Work Order process when the filter on a site is subsequently exchanged.
- e. If the Contractor receives a call from the owner/resident that they have no water due to a ‘Filter Disconnect’ tag attached to their well, the Contractor shall call the Department to discuss the status of the site.

Figure 1: Filter Disconnect Tag



17. Filter Maintenance (FM)

Filter Maintenance is defined as: On-Site Service work required to repair or replace faulty or damaged (Department) filter equipment. Filter maintenance work does not include regularly scheduled routine

filter Installations or Exchanges as described above. The Contractor must verify the site is actively funded site using WSRF information or by contacting the Department prior to any work. The Department will be notified and approve of any maintenance requiring an unscheduled Exchange or Removal of an active system. If the owner/resident has called the Contractor during normal business hours and was unable to contact the Department's Contract Manager, the Contractor shall email the owner/resident complaint info to the WSRF Program detailing the issue, customer name, phone number, and well ID so that a work order may be issued.

- a. **Maintenance Protocol.** The Contractor shall notify the WSRF program of all emergency maintenances within 24 hours of receiving a call for maintenance from the owner/resident. Emergency maintenance work orders shall be completed within 48 hours of receipt of the emergency work order. Regular maintenance work (non- emergency) shall be performed within 10 calendar days of receiving the call or as agreed to with the owner/resident and may be coordinated with normal installation/exchange/removal work, where possible.
 - i. Maintenance Discovered at Time of Filter Exchange. If faulty equipment, that is not included as part of the regular filter exchange/installation work, is discovered by the Contractor's Technician while performing a regular installation or exchange, it shall be repaired at that time. The extra materials used, and additional time spent at the Work Site to complete the repair shall be billed for accordingly per Rate Schedule (Attachment B). One example of this type of maintenance would be if while performing a filter exchange the GFI breaker is discovered not to be working, it should be replaced by the Contractor's Technician during the filter exchange if parts are available. The additional labor time spent on the repair can be billed as extra along with the GFI breaker and its parts.
 - ii. Customer (Owner/Resident) Calls Requiring Maintenance. It is the Contractor's responsibility to make an expert judgment on when emergency maintenance work is required or if the maintenance work can wait to be scheduled during regular work. In all instances, the Contractor shall notify the owner/resident, of the time frame when their problem will be handled. The Contractor must verify the site is actively funded by the Department prior to any work by contacting the Department.
- b. Emergency Filter Maintenance. Emergency filter maintenance is defined as the repair of faulty filter equipment that will result in damage to a property or hardship to the owner/resident, such as large leaks on filters or no water pressure or flow after the filter. Emergency maintenance must be serviced within 48 hours of receiving emergency work order from the Department, and, on occasion, outside of normal business hours. The Contractor shall notify the owner/resident, of the time frame when the problem will be handled. The Contractor must verify the site is actively funded by the Department prior to any work. To prevent the need of long emergency service calls, the Contractor should have agreements with a local plumber to respond to emergencies in remote areas.
 - i. For emergency maintenance calls the Contractor shall first contact the Department. In all instances, the Contractor shall notify the owner/resident of the time frame when their problem will be handled.

- c. Non-Emergency Maintenance. Non-emergency maintenance is defined as repair of faulty filter equipment that will NOT result in damage to a property and/or will not result in hardship to a owner/resident. Examples of this type of maintenance are: UV light not working, mailing pre-filters, needing a filter wrench, needing explanation on pre-filter exchange procedures, or backwashing head without power. Non-emergency maintenance shall be scheduled during regular work hours.
 - i. In some cases, owner/residents may call with requests not relating to the services provided under this Contract. Such requests shall be handled in a cordial manner and forwarded to the Department for further consideration. No work shall be done that does is not related to the Department's filter systems. Owner/residents requesting relocating their filters somewhere else on the same Work Site shall be advised by the Contractor to call the Department for approval.
 - ii. Some owner/residents refuse the Department's proposed solution, such as refusing the type of filter offered, which could result in the Department terminating regular filter work. In the owner/resident is refusing the Department's proposed solution, the Contractor shall promptly notify the Department.

18. Other Work as Directed.

Special cases will be found at Work Sites that require other work not defined in this Contract. This type of work will be handled on a case by case basis as directed by the Department.

5.05 Invoicing and Payment.

NOTE: This section supersedes General Contract Conditions (PUR-1000), Paragraph #15, Invoicing and Payments

Payments shall be made in accordance with Section 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment. All bills for amounts due under the Contract shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

- a. The Department will review all Work Order items to ensure specifications have been met before initiating payment. Periodic, random site inspection of the work will be done as the Department determines necessary.
- b. Invoices must be submitted within two weeks of work order completion to the Department for payment.
- c. All invoices are to be sent to:
 - Florida Department of Environmental Protection
 - Water Supply Restoration Funding Program (WSRF)
 - 3900 Commonwealth Blvd., Mail Station 3515
 - Tallahassee, Florida 32399-2400
 - Attention: TBD
- d. Each Invoice shall be formatted to include:
 - i. The Department Contract number and funding source(s);
 - ii. Date of the invoice;

- iii. The date range (period of service) of the Work Order(s);
 - iv. Identify each with Work Order number;
 - v. DEP Site Code (aka Well_ID);
 - vi. Owner/resident (customer) name;
 - vii. A detailed description of the work performed as related to and must match description in Rate Schedule (Attachment B); and
 - viii. The incurred cost of each.
- e. Original Work Orders must be submitted as backup documentation at the time of invoice submittal. Work Orders must be Originals and must be signed by the Certified Installer/licensed plumber and completed in full to include the following information:
 - i. Date of the Work Order issuance;
 - ii. Work completion date;
 - iii. On-site work start and stop times;
 - iv. Travel time for unscheduled/emergency work;
 - v. Work Order number;
 - vi. DEP Site Code (aka Well_ID);
 - vii. Owner/resident (customer) name;
 - viii. A detailed description of the work performed;
 - ix. Meter reading (if applicable);
 - x. Materials used;
 - xi. The incurred cost;
 - xii. The directions to the owner/resident site (as applicable);
 - xiii. Customer (owner/resident), name/contact information changes; and
 - xiv. Details of any outstanding/unresolved filter issues or owner/resident, complaint.
- f. All invoices must be accompanied by all documentation as required in the Contract.
- g. Each invoice is paid under one (1) of four (4) funding modules as indicated in the "Liable" field on the Work Order. The Contractor shall exhibit due diligence in invoicing Work Orders under the correct funding module.
 - 1. Inland Protection Trust Fund (Liable = IPTF);
 - 2. Water Quality Assurance Trust Fund (Liable = WQATF);
 - 3. Nitrate which is paid through WQATF (Liable = NIT);
 - 4. Solvents which is paid through WQATF (Liable=SOLV); and
 - 5. Ethylene Di-Bromide paid through EDB (Liable = EDB).
- h. A Microsoft Excel spreadsheet will be provided to the Contractor, if requested, for invoicing purposes.
- i. The Department will issue Work Orders for new installations, regular exchanges, and maintenance.
 - i. The Contractor must never hold any Department Work Order (exchange, removal or otherwise) for more than thirty (30) days before owner/resident, contact/coordination is made.
 - ii. After contact and coordination of work with an owner/resident, the Contractor shall return

- Work Orders or notify the Department of Work Order delays longer than 30 calendar days from receipt date. In such instances, the Contractor shall return the Work Order with an explanation as to the reason for the failure to perform the work.
- iii. The Contractor shall update all pertinent information on all Department-issued Work Orders (such as directions, owner/resident, names and phone numbers), when applicable.
 - iv. Before work is initiated at sites where owner/resident, reports problems, confirmation of filter status as an active filter site by the Department is required.
 - j. The Contractor must make available all books and records that relate to this Contract at the Department's request within a five (5) business day notice. The Contractor will supply copies of all purchase receipts related to materials used in the performance of this Contract as requested by the Department.
 - k. Contractor shall complete background checks for all employees before the employee is sent out to work in the field. This information is to be maintained by the Contractor, to be available to the Department upon request. Contractor shall maintain this information for the duration of the Contract. For the purposes of this Contract, the Contractor shall not have employees/individuals convicted of any felony offense provide services at any Department-funded site.
 - l. All Contractor vehicles used for field work shall be clearly marked with the company name. Employees working in the field shall wear shirts with the company name clearly displayed along with a company identification badge.

5.06 Deliverables.

Attachment B, Rate Schedule, identifies by line item, all fixed (per unit) price parts and services required for this Contract. For Maintenance Labor Hours, the Contractor shall be reimbursed at the rate outlined in the Rate Schedule plus all costs for materials reasonably related to the maintenance.

5.07 Performance Measures.

The Contractor must provide and deliver all commodities in a professional, satisfactory manner as determined by the Department and as required by the terms and conditions of the contract. Any and all equipment, products, materials, and labor required to provide the commodities and services, or requirements as further stated, shall be supplied by the Contractor(s).

5.08 Contractor's General Responsibilities.

Contractor(s) must provide a minimum of one (1) point of contact (POC) to communicate and oversee the Services provided to the Department. The Contractor(s) will also provide:

- alignment with the overall project timelines;
- response to general Contract questions or concerns;
- status updates;
- management of the costs of time, services and materials to remain within the Department budget;
- proactive identification and communication of challenges; and
- coordination of quality control.

The Department will designate a Contract Manager to communicate with the Contractor(s) POC and serve as a liaison with the Department. The Department Contract Manager will ensure the established project timelines and budget authority are monitored and met.

SECTION 6.00 PRICE SHEET

Respondent shall insert a unit price for each Line Item Number/Unit Description (1 through 280) of the Excel spreadsheet attached in the Vendor Bid System titled, “**Section 6.00 Price Sheet-RFP 2020011 Installation and Maintenance of Potable Filtration Systems**” (“Price Sheet”). Each unit price must include all costs necessary to provide the commodity and/or service as specified in the Scope. Each Line Item Number requires a unit price (\$). Any blank spaces or zero (0) added to any of the cells will result in that service being offered at no cost to the State. **To be considered for the Award, Vendor must be able to provide ALL commodities and/or services.**

A unit price must be provided for each Line Item Number/Unit Description for both the Original Contract Term Years 1, 2, 3 (unit price will remain the same for each of the three (3) years) and the Renewal Contract Term Years 1, 2, 3 (unit price will remain the same for each of the three (3) years). The Department will evaluate both the Original and Renewal Contract Terms using the Price Sheet Evaluation Criteria. The Price Sheet **MUST** be submitted in two (2) formats; one (1) hard copy of the ENTIRE Price Sheet (hard copy MUST be signed) and one (1) electronic copy of the ENTIRE Price Sheet in the original Excel format. Respondent **MUST NOT ALTER** the Price Sheet; this includes the formatting and preset formulas. Any alterations, footnotes, notations, and exceptions made to or on the Price Sheet by the Respondent will not be considered and will result in the Proposal being rejected as nonresponsive and not eligible for Award.

The Price Sheet includes a column titled, “**The Price/Rate Entered in Columns E and G shall not exceed the Amounts for Each Line Item**” (Column J). The “shall not exceed amounts for each line item” are applicable to the Original Contract Term and the Renewal Contract Term. If the Respondent’s Unit Prices for either the original or renewal contract terms exceed the capped amounts in Column J, the Respondent’s Response will be deemed nonresponsive.

– Remainder of Page Intentionally Left Blank –

SECTION 7.00 VENDOR FINANCIAL ATTESTATION

Respondents shall complete and submit answers to the questions set forth below. To be eligible for Contract Award as a Responsible Vendor under section 287.012(25), F.S., Respondent must be able to respond "YES" to each statement below.

I, _____ am the _____ of
(Authorized Representative's Name) (Title)

_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

- 1. I have direct knowledge of the financial condition and operations of Vendor. No Yes
- 2. Vendor has sufficient financial resources to honor its short-term obligations and is current on all payments not in dispute. No Yes
- 3. Vendor has financial resources sufficient to honor its long-term obligations and remain in business over the life of the Contract. No Yes
- 4. Vendor's operations generate income which exceeds Vendor's operating expenses. No Yes
- 5. Vendor has the capacity to provide the commodities and/or contractual services as specified in the Contract document, the solicitation, and the response. No Yes

Signature

Date

SECTION 8.00 VENDOR RESPONSIBILITY DISCLOSURE

Respondents shall complete and submit answers to the questions set forth below. For each affirmative answer, Respondents shall provide a detailed, written explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). The Department reserves the right to request additional information, as needed, to determine a Respondent’s Responsibility pursuant to section 287.012(25), F.S.

I, _____ am the _____ of
(Authorized Representative’s Name) (Title)

_____, (the “Vendor”), and am authorized to represent and
(Vendor’s Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the vendor:

- 1. Been the subject of civil litigation or settlements? No Yes
- 2. Been subject to criminal judgments or administrative actions? No Yes
- 3. Been suspended or barred from participation in any competitive process or contract award? No Yes
- 4. Had any licenses or certifications suspended, revoked, or canceled? No Yes
- 5. Had any contracts or agreements terminated for cause? No Yes
- 6. Been the subject of bankruptcy proceedings? No Yes
- 7. Undergone a major change of organizational structure, ownership, or name? No Yes

Signature

Date

SECTION 9.00 VENDOR CONFLICTS OF INTEREST ATTESTATION

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Department of Environmental Protection employee.

I, _____ am the _____ of
 (Authorized Representative’s Name) (Title)

_____, (the “Vendor”), and am authorized to represent and
 (Vendor’s Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Department of Environmental Protection; and
- Vendor has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the respondent, or its affiliates; and
- Vendor’s officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

Employee Disclosure:

Full Legal Name	DEP Position Title	Disclosed Position Held or % of Ownership

 Signature

 Date

SECTION 10.00 VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION

All Respondents must complete section I. If the Respondent’s principal place of business is outside the State of Florida, the Respondent must also have an attorney who is licensed to practice law, in the state of their principal place of business, complete Section II.

Section I. Respondent’s Principal Place of Business

(Please select one)

- The Respondent’s principal place of business is in the State of Florida.
- The Respondent’s principal place of business is outside of the State of Florida.

Section II. Legal Opinion About Foreign State Preferences in Contracting

(Please select all that apply)

- The Respondent’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Respondent’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. *[Please describe applicable preference(s) and identify applicable state law(s) below]*
- The Respondent’s principal place of business is in the **political subdivision** of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. *[Please describe applicable preference(s) and identify applicable law(s) below]*

RESPONDENT’S ATTORNEY	
Signature:	Phone #: () -
Name:	Address:
State of Licensure:	
Bar Number:	Date of Admission:

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the commodities and/or contractual services.

SECTION 11.00 VENDOR DRUG-FREE WORKPLACE ATTESTATION

Per Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received, the bid, proposal, or reply received from a business that certifies that it has a drug-free workplace in full compliance with the requirements of s. 287.087, F.S. shall be given preference in the award process.

I, _____ am the _____ of
(Authorized Representative's Name) (Title)

_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.
- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.

Signature

Date

SECTION 12.00 CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

Pursuant to section 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 2. Is engaged in business operations in Cuba or Syria.

By signing below, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. If the resulting Contract is for more than one million dollars, the by signing below, the Respondent also certifies that it is not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. I understand that pursuant to section 287.135, F.S., the submission of a false certification may subject the Respondent to civil penalties, attorney's fees, and/or costs.

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

**SECTION 13.00 RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT
SUBCONTRACTOR) SUMMARY FORM**

Section A RESPONDENT IDENTIFICATION (to be completed by the Respondent)

As Respondent to this Solicitation, I / we intend to utilize the following Team in connection with this project. In the spaces provided below, list the name of the Respondent and Subcontractor and indicate the Office of Supplier Diversity business category of each one listed. Use additional pages if needed.

LIST NAMES OF THE RESPONDENT and SUBCONTRACTOR(S)	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
	STATE NON-MINORITY BUSINESS CLASSIFICATION				CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.									
	NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE (V)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN	VETERAN BUSINESS ENTERPRISE (VA)	BOARD IS 51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)

Section B ACKNOWLEDGEMENT (to be completed by the Respondent)

I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Name of Respondent

Signature

Date

Print Name

Title

*****IMPORTANT*****
Both sections of this form must be completed, and Section B must be dated and bear the respondent's signature for this form to be deemed responsive. Please review to ensure all sections are complete and the form is acknowledged correctly.

If subcontractor(s) are identified above, a Letter(s) of Commitment from that subcontractor is required. Failure to submit a Letter of Commitment from the intended subcontractor(s) identified, shall result in the disallowance of utilizing the subcontractor(s) in providing the Services identified in this RFP.

SECTION 14.00 CLIENT REFERENCE FORM

Respondent shall complete, sign, and submit this Client Reference Form and the three (3) following Client Reference Forms (#1, #2, and #3). Respondent shall identify and include three (3) current and/or past clients, either businesses or governmental agencies, to which the Respondent has provided commodities and/or contractual services of similar scope and size as those identified in this RFP, within the last five (5) years.

If the Respondent is a current or former Contractor to the Department, the Respondent may indicate this information on a separate document, however, this shall NOT count as one (1) of the three (3) required Client References and will not be evaluated, Respondent will receive a zero (0) for this submission. If the Respondent submits a Client Reference Form for a subcontractor it will not be evaluated, and Respondent will receive a zero (0) for this submission. Only the telephone and email contacts provided on the Client Reference Forms (1, 2, 3) will be contacted.

In the event that the Respondent has had a name change since the time work was performed, the name under which the Respondent operated at the time that the work was performed must be clearly identified on the Client Reference Form.

I, _____ am the _____ of
(Authorized Representative’s Name-Print) (Title)

_____, (the “Vendor”), and am authorized to represent and
(Vendor’s Legal Name-Print)

contractually bind Vendor.

1. Grant permission to the Florida Department of Environmental Protection (the “Department”) to contact the references listed below at a time and using a method convenient to the Department.
2. Waive any claim, either contractual or otherwise, to confidentiality that exists between the listed Client(s) and Vendor regarding Vendor’s performance under the listed contract(s).
3. Release the Client’s Contact(s), or their successors, or designees, to discuss with, and provide any requested information to, the Department concerning Vendor’s performance under the listed contract(s).
4. Release, forever discharge, and hold harmless the Department and the listed Client(s) from any claim or liability that Vendor may make related to the loss, either real or perceived, that may exist due, in whole or in part, to the Department’s evaluation of the information disclosed by the listed Client(s) regarding Vendor’s performance.

I understand that the purpose of this permission and release is for the Department to evaluate and assess Vendor’s eligibility for Contract Award pursuant to the indicated solicitation, and that any such information provided may be subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority.

Signature _____ Date _____

Client Reference #1

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Name Change (if applicable)

Client Contact Information

Name:

Title:

Street Address:

City, State, and Zip:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #2

***If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.**

Client Name & Internet Address

Client Name:	
Webpage Address:	
Name Change (if applicable)	

Client Contact Information

Name:	
Title:	
Street Address:	
City, State, and ZIP:	
Email Address:	
Telephone Number:	

Commodity/Service Details

Period of Services:	From:	To:
Contract Value:		

Commodity/Service Description*

--

Client Reference #3

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Name Change (if applicable)

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

SECTION 15.00 PAST PERFORMANCE EVALUATION FORM

(For DEP Use ONLY)

The following questions will be posed to the three (3) Client References #1, #2, and #3 provided in the Respondents Proposal.

Date of Interview: _____ DEP Interviewer: _____

Respondent Name: _____

Client Name: _____ Interviewed: _____

Provide a description of the work the Contractor performed for Client Reference company:

Rating Points: Excellent (5) Above Satisfactory (4) Satisfactory (3) Fair (2) Poor (1) Nonresponsive (0)

1. Did Vendor complete the service and/or project by the deadline you provided? **Rating:** _____
2. Were the Contractor’s reports and invoices accurate, well documented and submitted within the agreed upon terms? **Rating:** _____
3. Was the job completed within the proposed or agreed upon price? **Rating:** _____
4. Rate the Contractor (Contractor employees) customer service provided to the homeowner/resident? **Rating:** _____
5. Rate the Contractor responsiveness to requests for services? **Rating:** _____
6. Did the Contractor provide adequate and timely responses to service requests? **Rating:** _____
7. Did the Contractor respond with the appropriate equipment and vehicles? **Rating:** _____
8. Did the Contractor maintain the equipment and vehicles, so they were available and in full working order when required for an event? **Rating:** _____
9. Did the Contractor’s personnel demonstrate adequate safety procedures? **Rating:** _____

Rating	Evaluation Word	Description
5	Excellent	Contractor provided excellent customer service, demonstrated experience, met all terms and conditions, and requirements of the contract.
4	Above Satisfactory	Contractor provided extensive customer service, demonstrated experience, met terms and conditions, and requirements of the contract.
3	Satisfactory	Contractor provided adequate customer service, experience, and met most terms and conditions, and requirements of the contract.
2	Fair	Contractor provided minimal customer service, experience, and met some of the terms and conditions, and requirements of the contract.
1	Poor	Contractor provided limited customer service, experience, and did not meet all terms and conditions, and requirements of the contract.
0	Nonresponsive	Contractor did not provide the service as required by Client. Client Reference did not respond. Respondent was not the Primary on the contract, or the reference was that of a subcontractor.

SECTION 16.00 PROPOSED CONTRACT

The Proposed Contract language contained below should be reviewed by all prospective Contractors. In responding to DEP Solicitation No. 2020011, a prospective Contractor has agreed to accept the terms and conditions of the Proposed Contract contained in this section. The Department reserves the right to make modifications to this Proposed Contract if it is deemed to be in the best interest of the Department or the State of Florida.

CONTRACT NO. Contract #

BETWEEN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

Contractor Name

THIS CONTRACT is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and Contractor Name Fill in the address of Contractor (Contractor), a type of organization, to provide all labor, supervision, equipment, materials, and expertise required for the installation and maintenance services of potable water filtration systems.

NOW, THEREFORE, the parties agree as follows:

SERVICES AND PERFORMANCE

1. SERVICES. Department does hereby retain, and Contractor agrees to provide all labor, supervision, equipment, materials, and expertise required for the installation and maintenance services of potable water filtration systems (Services), as described in Solicitation No. 2020011 ("Solicitation") and Contractor's response thereto, incorporated herein by reference, and in accordance with **Attachment A**, Statement of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

2. WORK.

A. Contractor shall provide the services specified in the Scope ("Work"). Department shall authorize all work assignments by Work Order Form (**Attachment C**) or by issuing a MyFloridaMarketPlace ("MFMP") Purchase Order ("PO") or MFMP Change Order ("CO").

B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until either 1) a Work Order has been fully executed, by both Department and Contractor, or 2) a PO or PO Change Order("CO") has been issued.

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

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

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

3. STANDARD OF CARE FOR PERFORMANCE.

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

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

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

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

4. TERM OF CONTRACT.

A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of three (3) years, inclusive.

B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than three (3) years.. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

This Contract may not be renewed.

COMPENSATION

5. COMPENSATION.

A. As consideration for the Services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price basis, as specified in the Attachment B, Rate Schedule) for the completion of Work as specified in the Scope.

B. Contractor shall not be compensated for Services performed prior to execution of this Contract, nor for Services that exceed the funding amount specified herein or in any amendment to this Contract.

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

7. PAYMENT METHOD.

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

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

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

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

Florida Department of Environmental Protection

Water Supply Restoration Funding Program

Attn: insert

Email address: insert

E. Contractor shall submit invoices to the Department within fourteen (14) days after a Work Order is completed. Contractor's failure to submit invoices within this timeframe may result in **forfeiture** of retainage, if applicable, suspension or termination of remaining work, or the Contractor's **forfeiture** of any unpaid balance for such deliverables.

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

Travel is not authorized under this Contract.

Travel costs are included in the fixed cost amounts of this Contract in the Rate Schedule, Travel Time Labor Rate, per Hour (Attachment B). The Travel Time Labor Rate, per Hour, also applies to emergency maintenance trips. No other travel will not be reimbursed under this Contract.

Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

9. SUBCONTRACTOR PAYMENTS AND RELEASES. In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

A. Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from the Department, excluding the final payment. If the Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.

B. Contractor shall submit, with each invoice for Work where subcontractors or suppliers performed Work during the previous invoice period, lien waivers or other documentation of payment from each subcontractor or supplier for Work done during the previous invoice period.

10. PROMPT PAYMENT.

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. A retainage of 10 percent will be withheld from each invoice. Retainage that has not been forfeited will be paid 60 to 90 days after the date the corresponding invoice was received and approved by the WSRF Program. The final invoice of each fiscal year must be submitted to the Department no later than June 30 of each contract year. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.

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

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

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

A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

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

C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

PARTY REPRESENTATIVES

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

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

Contractor Contract Manager	Department Contract Manager
Contractor Name Contractor Address Contractor City-State-Zip Attn: Contract Manager Contract Manager Address (if different than above) Phone Number: (xxx) xxx-xxxx Email: xxxxxxx@xxxxxxx	Department of Environmental Protection Water Supply Restoration Funding Program 3900 Commonwealth Blvd., MS 3515 Tallahassee, Florida 32399-3000 Attn: Phone Number: (850) 245-xxx Email: xxxxxxx.xxxxx@dep.state.fl.us

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

CONSEQUENCES FOR FAILURE TO PERFORM

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

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

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

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

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

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

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

17. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.

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

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, 4) forfeit retainage on the work in question; or 5) terminate the Contract for failure to perform.

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

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

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

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

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

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

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

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

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
 - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
 - B. The date of submission shall be the date of receipt by the Department.
 - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
 - D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.

- E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
- F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
- G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

21. RETAINAGE

A. Department reserves the right to establish the amount and application of retainage on the Work to a maximum of ten percent (10%). Any retainage to be applied shall be specified in the Scope. Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of Work and approval of all deliverables.

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

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

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

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

LIABILITY

22. INSURANCE.

A. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. 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 licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

- i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 - \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
 - \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage
- iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

23. INDEMNIFICATION.

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

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

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

THIRD PARTIES

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

- Contractor shall not subcontract any work under this Contract.

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

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

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

SUSPENSION AND TERMINATION

27. SUSPENSION.

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

- 1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2.) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3.) Contractor or subcontractor materially violates safety laws or other constraints;

4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or

5.) For the convenience of the Department.

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

1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

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

28. TERMINATION.

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

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

SPECIAL CONDITIONS

29. ADDITIONAL QUANTITIES.

NOTE: This section supersedes General Contract Conditions (PUR-1000), Paragraph 5, Additional Quantities.

For a period not exceeding the term of this contract, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

30. ADDITIONS / DELETIONS. During the term of the contract resulting from this bid, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and Contractor.

31. DISCLOSURE OF LITIGATION. The contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the contractor, or, to the extent the contractor is aware, any of the contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the contract and extensions thereto, to which the contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

A claim or written allegation of fraud against the contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

GENERAL CONDITIONS

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

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

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

35. DISQUALIFICATION.

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

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

36. EXECUTION IN COUNTERPARTS. This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall

create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

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

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

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

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

42. INTERPRETATION OF CONTRACT.

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

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

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

44. MYFLORIDAMARKETPLACE TRANSACTION FEE. The State of Florida through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S., all payments shall be assessed a Transaction Fee which

the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

A. 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, 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.

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

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

45. NONDISCRIMINATION.

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

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

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

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

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

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

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

49. OWNERSHIP OF DOCUMENTS. All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

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

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

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

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

52. PUBLIC RECORDS. Public Records Requirements (**Attachment I**), as attached to this Contract, are hereby incorporated into the Contract.

53. RECORD KEEPING AND AUDIT.

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

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

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

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

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

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

56. SCRUTINIZED COMPANIES.

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

B. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may

immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

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

– Remainder of Page Intentionally Left Blank –

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

Contractor Name

Florida Department of Environmental Protection

By: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

Print/Type Name: _____

Print/Type Name: _____

Print/Type Title: _____

Print/Type Title: _____

FEID No. «Insert FEID»

- Attachment A Statement of Work ("Scope") (__ pages)
- Attachment B Rate Schedule (__ page)
- Attachment C Work Order Form (1 page)
- Attachment D Invoice Form (1 page)
- Attachment E Request for Water Supply Restoration/Replacement (1 page)
- Attachment F Sample Letters and System Illustrations (7 pages)
- Attachment G Schematics of GAC Filter Types (7 pages)
- Attachment H Subcontractor Utilization Report Form (1 page)
- Attachment I Public Records Requirements (1 page)
- Attachment J Contractor Affidavit / Release of Claims form (1 page)

ATTACHMENT A – STATEMENT OF WORK (“SCOPE”)

[To be inserted]

– Remainder of Page Intentionally Left Blank –

ATTACHMENT B - RATE SCHEDULE

[Attachment B is only a placeholder for the final Rate Schedule (Pricing) of the awarded Respondent(s).
The final Rate Schedule will be inserted here as part of the Contract.]

– Remainder of Page Intentionally Left Blank –

ATTACHMENT C - WORK ORDER FORM



Florida Department of Environmental Protection
 Water Supply Restoration Funding Program
 3900 Commonwealth Blvd., MS 3515
 Tallahassee, Florida 32399-3000
 Attn: [insert name] (850) 245-2916

Work Order Number:		Request Date:	
Purpose of Work Order:			
WELL_ID:	Well Address:		
Number of Filters Onsite:	Filter Status:		
Funding Source(s):			
Name:	Phone Number:		
Address/City/Zip:			
Directions to site:			
Date of Last Activity:		Type of Last Activity:	
Status:	Comments:		
Exchange Date:	Date Completed:		
Time Started:	Time Completed:		
Raw Water TDS:	Before FE-Post RO TDS:	After FE-Post RO TDS:	
Flow Volume Available (Gallons Per One Minute):		Low End Pressure @Well (PSI):	
Are there current leaks? (Y/N)		If yes, from where? (Take pictures)	
DATED - INITIALED system - CONFIRMED contact information on the unit? (Y/N)			
RO Exchange:	___ @ ___	___ @ ___	WORK ORDER TOTAL \$ _____
Batteries:	___ @ ___	___ @ ___	
Other:	___ @ ___	___ @ ___	
I, _____ (print name), shut off the supply line from the well to the residence which stopped the flow to the residence, confirming that the residence @ _____ (site address is served by well _____ (FL Unique ID). Latitude: _____ / Longitude: _____			
I, _____ (print name) certify that the work identified above was performed and completed in conformance with the guidelines of DEP Contract Number: _____.			
Technician Signature: _____ Date: _____			
Technician's Notes and/or Sketch as Exchanged:			
Scheduling Notes:			

ATTACHMENT D - INVOICE FORM

Invoice Number:		Invoice Date:		Services Rendered (Date From / To):		
DEP Contract Number:				Number of Work Orders Identified to be Paid on this Invoice (Count):		
Funding Source:			Total Funding Source Amount:		\$ _____	
BILL TO:	Florida Department of Environmental Protection Water Supply Restoration Funding Program 3900 Commonwealth Blvd., MS 3515 Tallahassee, Florida 32399-3000 Attn: Charles Coultas, P.E. (850) 245-2916		Vendor ID Number:			
			Vendor Name:			
			Vendor Address:			
			Vendor City/State/Zip:			
			Vendor Phone Number:			
Work Order Number	Well_ID	Resident Name	Description of Work Completed	Total Amount	Service Requested Date	Solution / Completion Date
				\$ _____		
				\$ _____		
				\$ _____		
				\$ _____		
				\$ _____		
				\$ _____		
				\$ _____		
				\$ _____		
			Total Invoice Amount:	\$ _____		

– Remainder of Page Intentionally Left Blank –

ATTACHMENT E - REQUEST FOR WATER SUPPLY RESTORATION/REPLACEMENT



Florida Department of Environmental Protection
 Water Supply Restoration Funding Program
 3900 Commonwealth Blvd., MS 3515
 Tallahassee, Florida 32399-3000
 Attn: [insert name] (850) 245-xxxx
insert.name@dep.state.fl.us

Request for Water Supply Restoration/Replacement

Address of Contaminated Supply: Physical Location (of contaminated well): _____
 Site Id: _____ Resident Name: _____
 Mailing Address/City/Zip: _____
 Contaminant: _____ Level: _____

Resident Information (If above info is incorrect. Also, provide phone numbers for future contact.)
 Name: _____ Email Address: _____
 Address/City/Zip: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____

Owner/Resident Information (If same as resident, leave blank.)
 Name: _____ Email Address: _____
 Address/City/Zip: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____

If Available Please Attach a Copy of the Property Deed or Other Documentation as Proof of Ownership

Well Information: (If not known, leave blank)
 UNIQUE WELL ID: _____ Label on The Well: (example: AAA1234) _____
 Casing Depth: _____ Well Depth: _____ Diameter: _____ Pump Capacity (gpm): _____
 Permit No.: _____ Well Drilling Company: _____

Well Use Information:
 Does this well serve a Public Water System? Yes, what is PWS #: _____ No Not sure
 Number of people using the well: _____ Number of Infants (age 0 to 6 months): _____
 Single Family Home Multi-dwelling: If so, number of dwellings: _____
 Check if the well is used for any of the following: Pool Air Conditioner Irrigation or Livestock
 Type of Supply: Private Community Non-Community Other: _____

Water Line Information: (If not known, leave blank.)
 Approximate distance from nearest Public Water System: _____ Telephone No.: _____
 Name of nearest Public Water System: _____

The State of Florida, with coordination with you, will arrange for the purchase and installation of the appropriate filter system(s); or Bottled Water Delivery; or arrange for your home to be connected to an existing public water supply system, WHICHEVER IS MOST COST EFFECTIVE, as determined by the Department of Environmental Protection. In cases where a filter system has been installed, a connection to a water system may be offered at a later date if water lines become available. I request that the Department of Environmental Protection restore or replace the potable water system described above under the provisions of Section 376.30(3)(c)(1), Florida Statutes. I hereby grant those activities associated with the restoration and/or replacement of the potable water and agree to hold the Department harmless for any act or omission resulting from the restoration or replacement of the potable water supply except to the extent the act or omission is the result of gross negligence or intentional misconduct. I have read and understand the initial contact letter attached with this form.

 Signature of Owner/Resident

 Date

ATTACHMENT F - SAMPLE LETTERS AND SYSTEM ILLUSTRATIONS

Below is a SAMPLE letter that will be sent to a resident when a need is identified. The letter will be on the front and the applicable diagram (system illustration) with instructions will be on the reverse side.

NOTE: In the body of the SAMPLE letter, only one sentence in paragraph one changes to identify the purpose of the Agreement, paragraphs two through four remain the same. The section of the table below, "Purpose of the letter", identifies the only changes to that sentence in paragraph one (in red).

Date:	Worker Order Number:
Resident/Site Name:	Site Code Number:
Resident/Site Address/City/Zip:	
Contractor Name Work Order is Assigned To:	
<p>Purpose of the letter:</p> <p style="color: red;">Select applicable Agreement and delete the others before mailing the letter.</p> <ol style="list-style-type: none"> 1. Agreement for Granular Activated Carbon (GAC) Filter Installation <ul style="list-style-type: none"> - insert as the applicable description: [install and maintain Type 1 GAC Filter] 2. Agreement for Granular Activated Carbon (GAC) Filter Exchange <ul style="list-style-type: none"> - insert as the applicable description: [continue the maintenance of the Type 1 GAC Filter] 3. Agreement for Reverse Osmosis Filter Installation <ul style="list-style-type: none"> - insert as the applicable description: [install and maintain a Reverse Osmosis Filter under your kitchen sink] remove "to your water supply system" 4. Agreement for Reverse Osmosis Filter Exchange <ul style="list-style-type: none"> - insert as the applicable description: [continue the maintenance of the Reverse Osmosis Filter under your kitchen sink] remove "to your water supply system" 5. Agreement for Arsenic Point of Entry Filter Exchange <ul style="list-style-type: none"> - insert as the applicable description: [continue the maintenance of the Arsenic Point of Entry Filter] 6. Agreement for Arsenic Point of Entry Filter Installation <ul style="list-style-type: none"> - insert as the applicable description: [install and maintain an Arsenic Point of Entry Filter] 7. Agreement for Ion Exchange Filter Installation <ul style="list-style-type: none"> - insert as the applicable description: [install and maintain an Ion Exchange Filter System] 	

The Water Supply Restoration Funding Program (WSRF) is providing the funds and has authorized [insert Contractor Name identified above] to [insert applicable description from 1-7 above] to your water supply system at no cost to you. During the time that your potable water exceeds the acceptable contamination levels, it is understood that the owner/resident agrees to the below statements:

The filtration equipment being installed for you is proven to remove the harmful substance(s) found in your water. Additionally, we make every effort to ensure proper maintenance, inspections, and replacement of equipment is performed on a routine basis to make sure the filter equipment is working as it should. However, you should be aware that the restoration of safe drinking water to your property may be an on-going process.

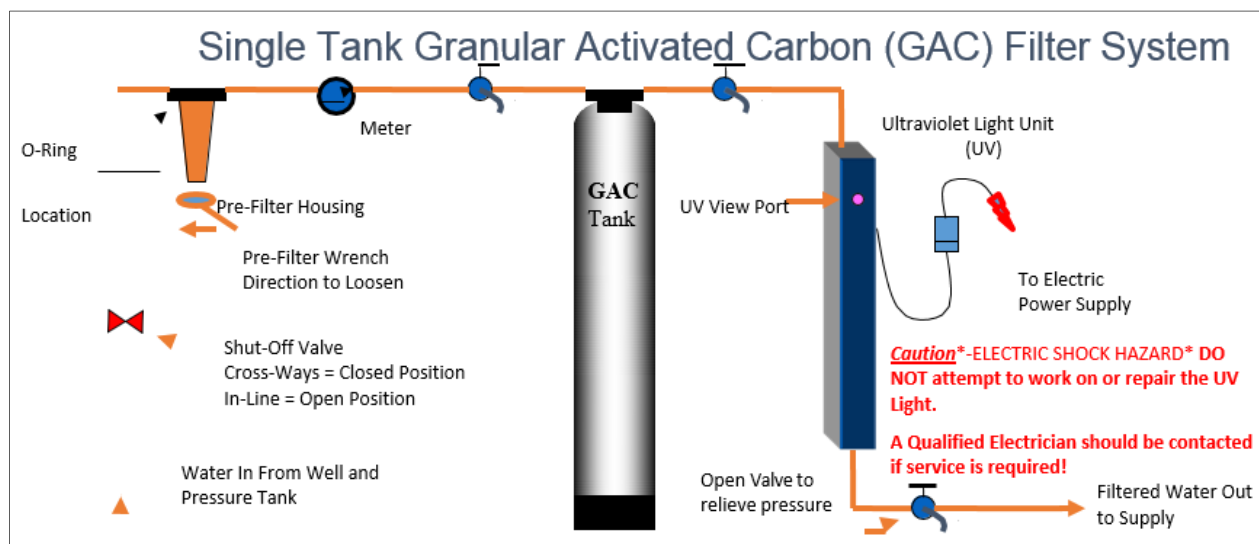
From time to time, the equipment provided may malfunction due to age, weather, manufacturing defects, tampering with the system, or other factors. Pipes, pipe fittings, filters, valves, seals, spigots, water dispensers and/or storage devices may sometimes leak. Please ensure you check for leaks on a regular basis especially if the filter system is inside your home.

Because the WSRF Program only provides funding to assist with the restoration of your impacted water source, we make no claims, representations or warranties, whether expressed or implied, as to the durability of any of the equipment. In no event will the WSRF Program accept liability for any direct, indirect, punitive, incidental, or special consequential damages arising out of or connected with the use or misuse of the equipment provided.

If the filter system develops a leak or other problem, it is your responsibility to report the leak or problem before damage occurs. Please see the filter system and contact information on the reverse side.

1. Agreement for Granular Activated Carbon (GAC) Filter Installation

2. Agreement for Granular Activated Carbon (GAC) Filter Exchange



Being Responsible for the Type 1 GAC Filtration System provided and maintained by the State:

The Water Supply Restoration Funding Program (WSRF) attempts to exchange the GAC filters on a yearly basis because of the **EDB/Dieldrin/other contamination**. To accomplish this, the Department (DEP) has contracted with [insert Contractor Name] to install a filtration system to your water supply at no cost to you. The filtration system is the property of the DEP. Please notify WSRF at 850-245-2916 of any changes in ownership, tenants, vacancies, contact information, etc.

The UV Light prevents naturally occurring bacteriological problems that can originate from your well's ground water and should be checked to ensure operation. This is easiest done at night by observing a violet glow in the view port or near the bottom of the light housing. ***Caution* DO NOT attempt to work on or repair the UV light, this is an electrical shock Hazard. Contact [insert Contractor Name] (WSRF's contracted plumber) if the UV light is not working and requires maintenance.**

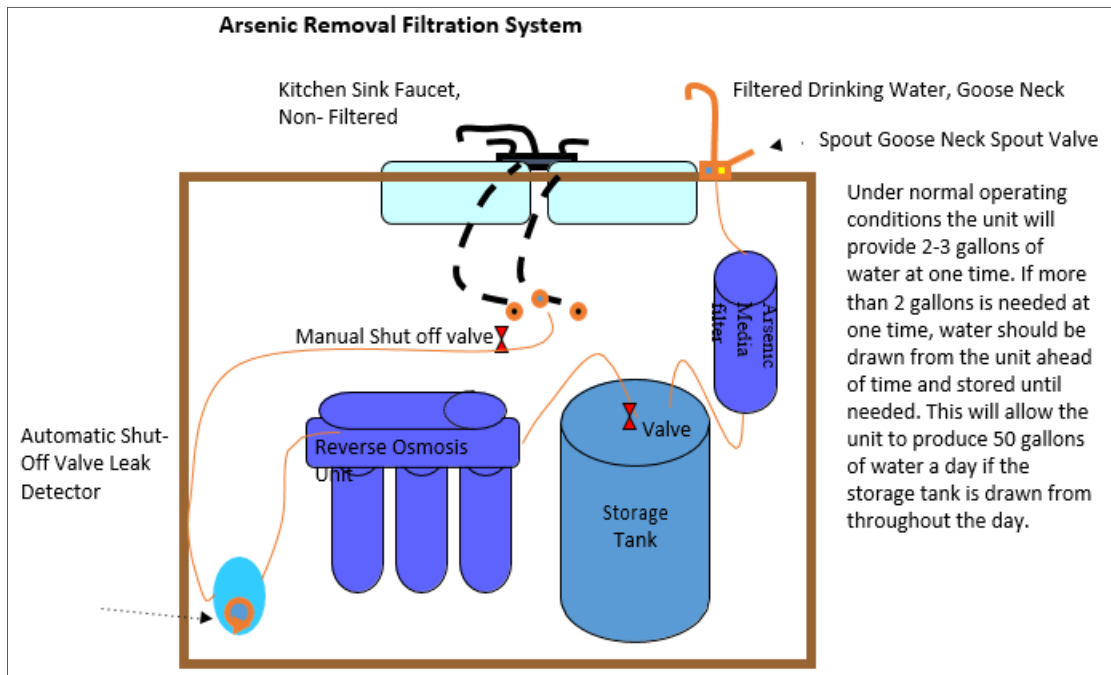
The 5-micron pre-filter cartridges will require cleaning or replacing as sediment builds up on the cartridge. Replacing or cleaning the pre-filter is performed by the owner/resident. From time to time, the equipment provided by the WSRF may leak due to age or other factors. Please regularly check for leaks in the system. System care instructions are provided at the time of installation by the contractor, and the contractor's phone number is made available on the system for the owner/resident to contact the contractor should a problem with the system occur. Every effort is made by the contractor and the WSRF that the filtration system operates correctly.

WSRF makes no claims, representations or warranties, whether expressed or implied, as to the quality of [insert Contractor Name] labor. In no event will the WSRF accept liability for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the misuse of the equipment provided by the WSRF.

Call [insert Contractor Name] at [insert Contractor Phone Number] to report all leaks you discover at/on our filter system. You are responsible for repairing all leaks found on your plumbing.

3. Agreement for Reverse Osmosis Filter Installation

4. Agreement for Reverse Osmosis Filter Exchange



Being Responsible for the Reverse Osmosis (RO) System Provided and Maintained by the State:

The Water Supply Restoration Funding Program (WSRF) attempts to exchange the RO System on a yearly basis because of the **Arsenic contamination**. To accomplish this, the Department (DEP) has contracted

with [insert Contractor Name] to install and maintain the RO System at the kitchen sink at no cost to you. The filtration system is the property of the DEP. Please notify the WSRF at 850-245-2916 of any changes in ownership, tenants, vacancies, contact information, etc.

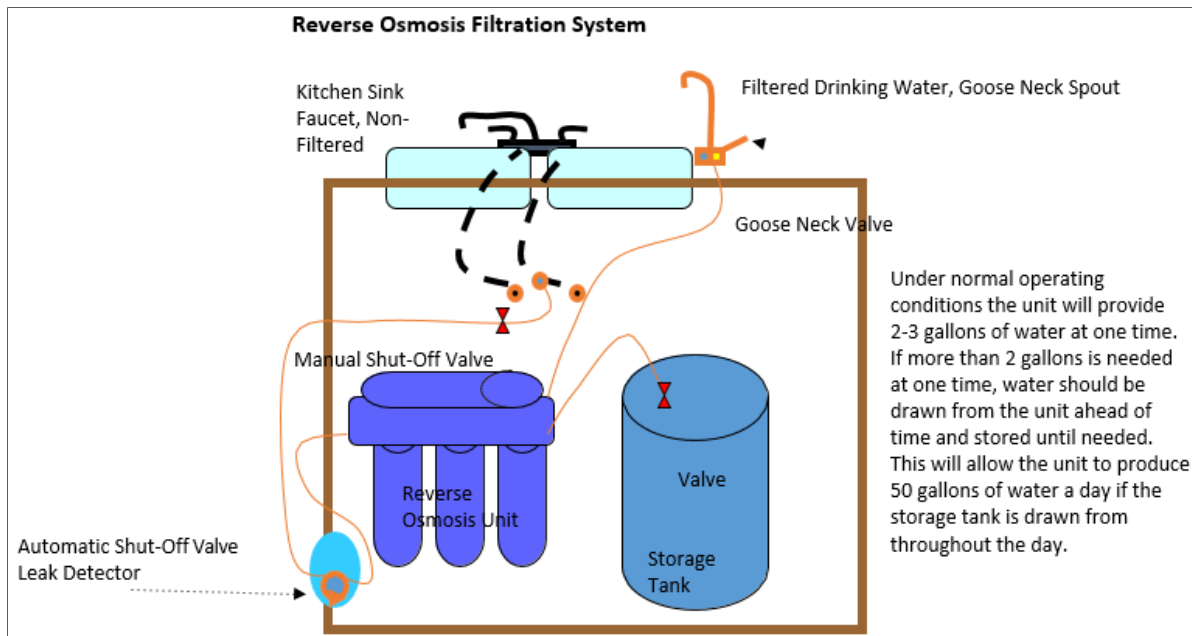
The storage tank will take several hours to refill, please plan ahead and draw water from the unit if a large amount of water (more than 1.5-2 gallons) need is anticipated.

An air-gap separates the drinking water from the drain line. The air-gap is the hole located at the base of the Goose Neck Spout. Once a month put several drops of non-scented bleach in the hole to ensure the air gap remains open. Use the regularly and drain the unit once a month by lifting the Goose Neck Spout Valve. This water can be saved for later use.

The automatic Shut-Off Valve/Leak Detector will turn off the water to the unit if a leak is detected. If the automatic shut-off valve fails to operate, the manual shut-off valve should be used. Turn valve handle clockwise until it stops. If RO unit still leaks, close the storage tank's valve by turning it ¼ turn clockwise.

The WSRF makes no claims, representations or warranties, whether expressed or implied, as to the quality of [insert Contractor Name] labor. In no event will the WSRP accept liability for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the misuse of the equipment provided by the WSRP.

Call [insert Contractor Name] at [insert Contractor Phone Number] to report all leaks you discover at/on our filter system. You are responsible for repairing all leaks found on your plumbing. The contractor may bill you for a service call if you report a leak on our filter and it is discovered that the leak was actually found on your plumbing/equipment.



Being Responsible for the Reverse Osmosis (RO) System Provided and Maintained by the State:

The Water Supply Restoration Funding Program (WSRF) attempts to exchange the RO System on a yearly basis because of the **Nitrate contamination**. To accomplish this, the Department (DEP) has contracted

with [insert Contractor Name] to install and maintain the RO System at the kitchen sink at no cost to you. The filtration system is the property of the DEP. Please notify the WSRF at 850-245-2916 of any changes in ownership, tenants, vacancies, contact information, etc.

The storage tank will take several hours to refill, please plan ahead and draw water from the unit if a large amount of water (more than 1.5-2 gallons) need is anticipated.

An air-gap separates the drinking water from the drain line. The air-gap is the hole located at the base of the Goose Neck Spout. Once a month put several drops of non-scented bleach in the hole to ensure the air gap remains open. Use the regularly and drain the unit once a month by lifting the Goose Neck Spout Valve. This water can be saved for later use.

The automatic Shut-Off Valve/Leak Detector will turn off the water to the unit if a leak is detected. If the automatic shut-off valve fails to operate, the manual shut-off valve should be used. Turn valve handle clockwise until it stops. If RO unit still leaks, close the storage tank's valve by turning it ¼ turn clockwise.

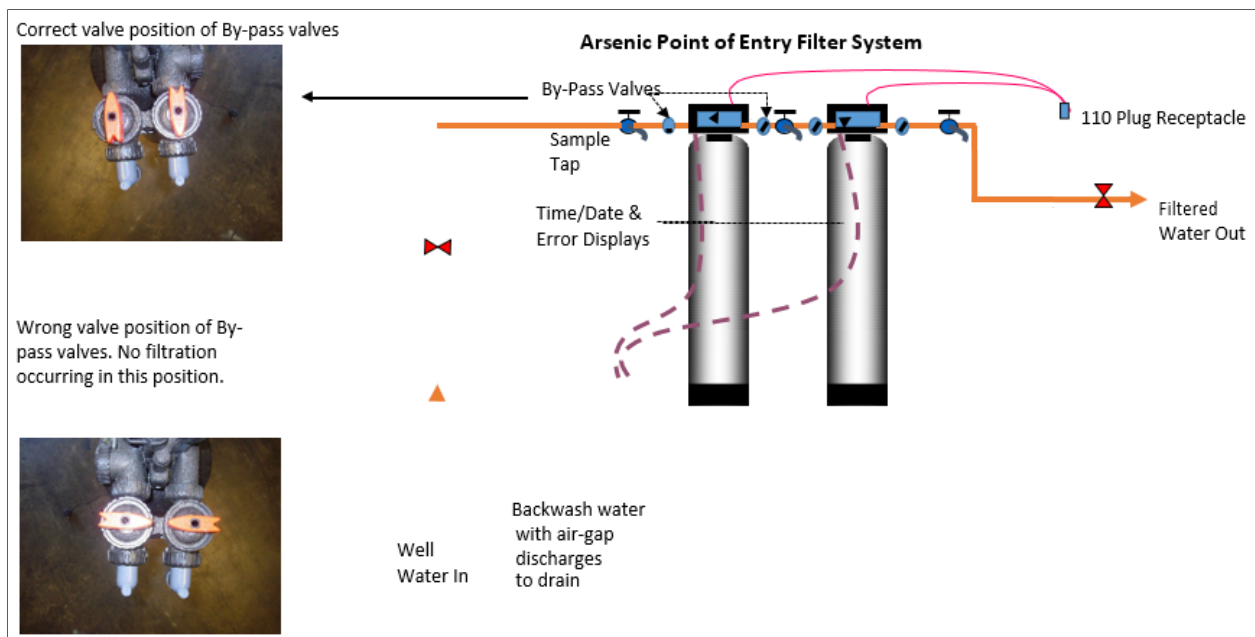
The WSRF makes no claims, representations or warranties, whether expressed or implied, as to the quality of [insert Contractor Name] labor. In no event will the WSRF accept liability for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the misuse of the equipment provided by the WSRF.

Call [insert Contractor Name] at [insert Contractor Phone Number] to report all leaks you discover at/on our filter system. You are responsible for repairing all leaks found on your plumbing.

The contractor may bill you for a service call if you report a leak on our filter and it is discovered that the leak was actually found on your plumbing/equipment.

5. Agreement for Arsenic Point of Entry Filter Exchange

6. Agreement for Arsenic Point of Entry Filter Installation



Being Responsible for the Arsenic Point of Entry Filtration System Provided and Maintained by the State:

The Water Supply Restoration Funding Program (WSRF) attempts to service the filtration system based on **on-going contamination**. To accomplish this, the Department (DEP) has contracted with [insert Contractor Name] to install and maintain a filtration system to your water supply at no cost to you. Please notify WSRF at 850-245-2916 of any changes in ownership, tenants, vacancies, contact information, etc.

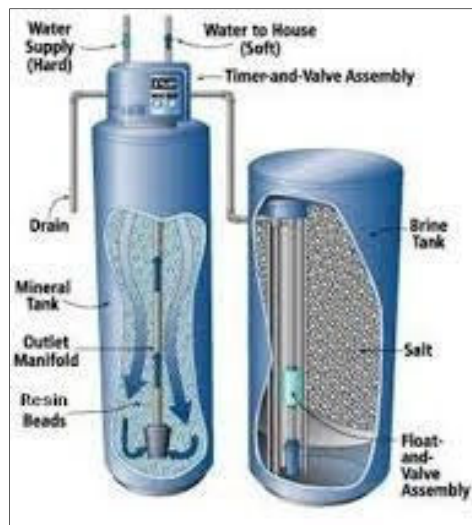
The WSRF makes no claims, representations or warranties, whether expressed or implied, as to the quality of [insert Contractor Name] labor. In no event will the WSRF accept liability for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the use or misuse of the equipment provided by the WSRF.

The well owner/resident shall observe and report any deficiencies/problems such as leaks or blank or error messages seen on the head's display.

The County Health Department will sample the water at three points on the filter system on a quarterly basis. Samples will be taken at the raw water, mid-filter sample port and at the distribution tap (after the filter). When the arsenic levels are observed to be elevated the filter media will be exchanged.

Call [insert Contractor Name] at [insert Contractor Phone Number] to report all leaks or other problems found on our filter system. You are responsible for repairing all leaks found on your plumbing. The contractor may bill you for a service call if you report a leak on our filter and it is discovered that the leak was actually found on your plumbing/equipment.

7. Agreement for Ion Exchange Filter Installation



Being Responsible for the Ion Exchange Filtration System Provided and Maintained by the State:

The Water Supply Restoration Funding Program (WSRF) attempts to maintain and provide salt on an as-needed basis because of the **Nitrate contamination**. To accomplish this, the Department (DEP) has contracted with [insert Contractor Name] to install a filtration system to your water supply at no cost to

you. The filtration system is the property of the DEP. Please notify WSRF at 850-245-2916 of any changes ownerships, tenants, vacancies, contact information etc.

For the proper on-going operation of the IX, the contractor will deliver salt to your property. You will be responsible to observe and take action regarding several things, such as: be on site during filter installation to receive instructions. Observe salt usage and level in brine tank. Fill brine tank as needed. Prevent salt bridges (salt caked near the top of the brine tank). Ensure electric supply to the filter is not interrupted or disconnected. Observe and report leaks.

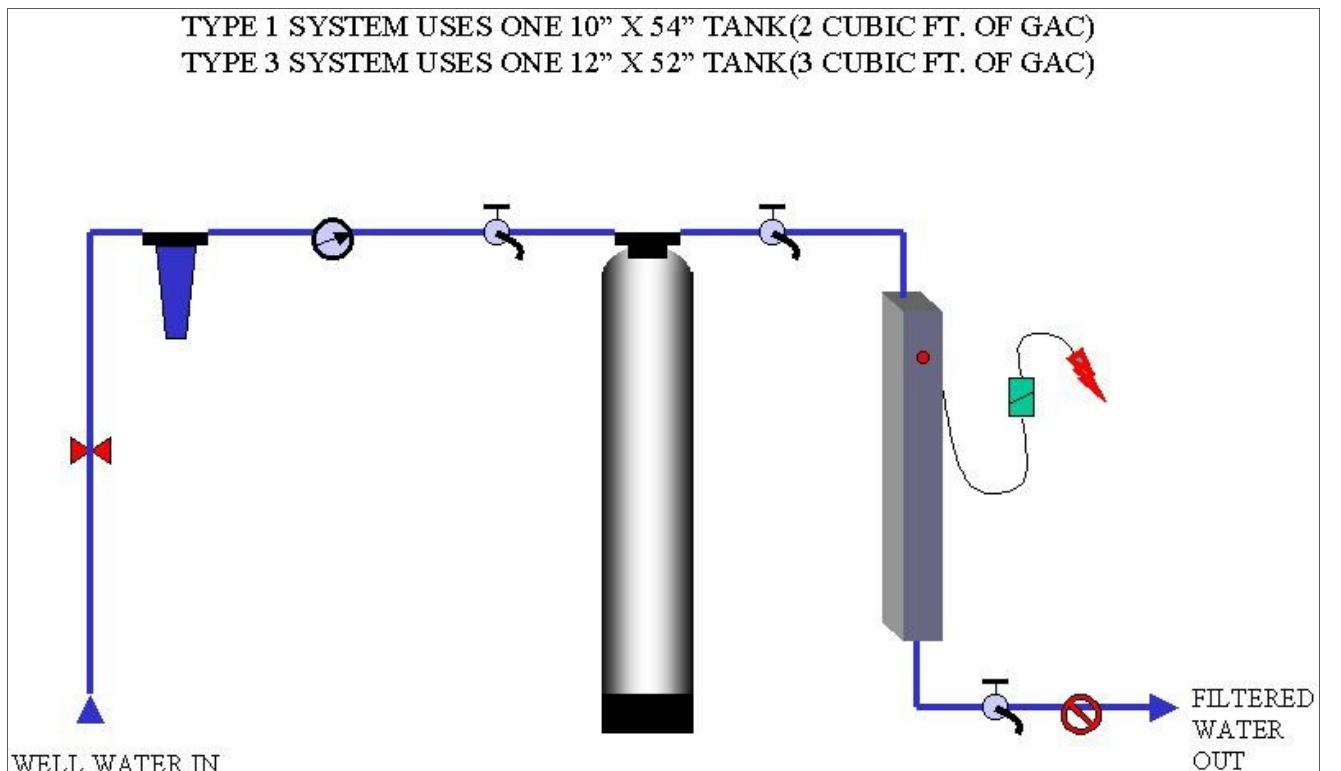
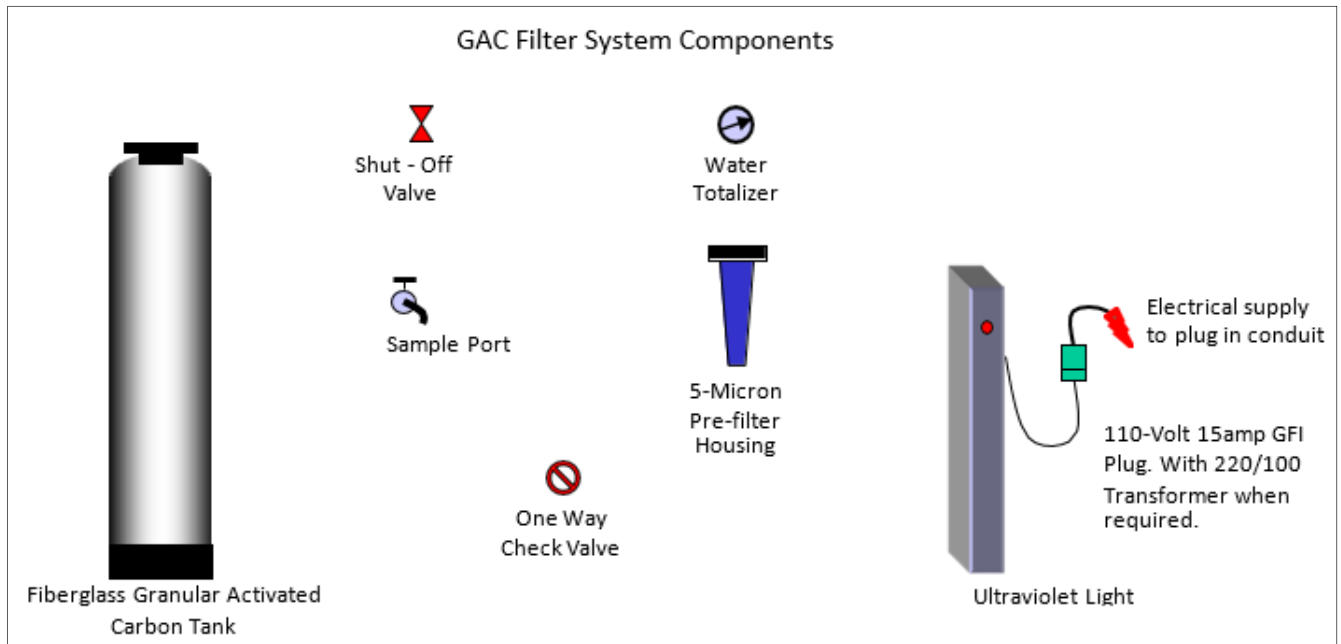
From time to time, the equipment provided by the WSRF may leak or develop other issues due to age or other factors. System care instructions are provided at the time of installation by the contractor and phone number is made available on the system for the owner/resident to contact the contractor should a problem with the system occur. Every effort is made by the contractor and the WSRF that the filtration system operates correctly. The WSRF makes no claims, representations or warranties, whether expressed or implied, as to the quality of [insert Contractor Name] labor. In no event will the WSRF accept liability for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the misuse of the equipment provided.

Call [insert Contractor Name], at [insert Contractor Phone Number] to renew your salt supply or to report all leaks you discover at/on our filter system. You are responsible for repairing all leaks found on your plumbing.

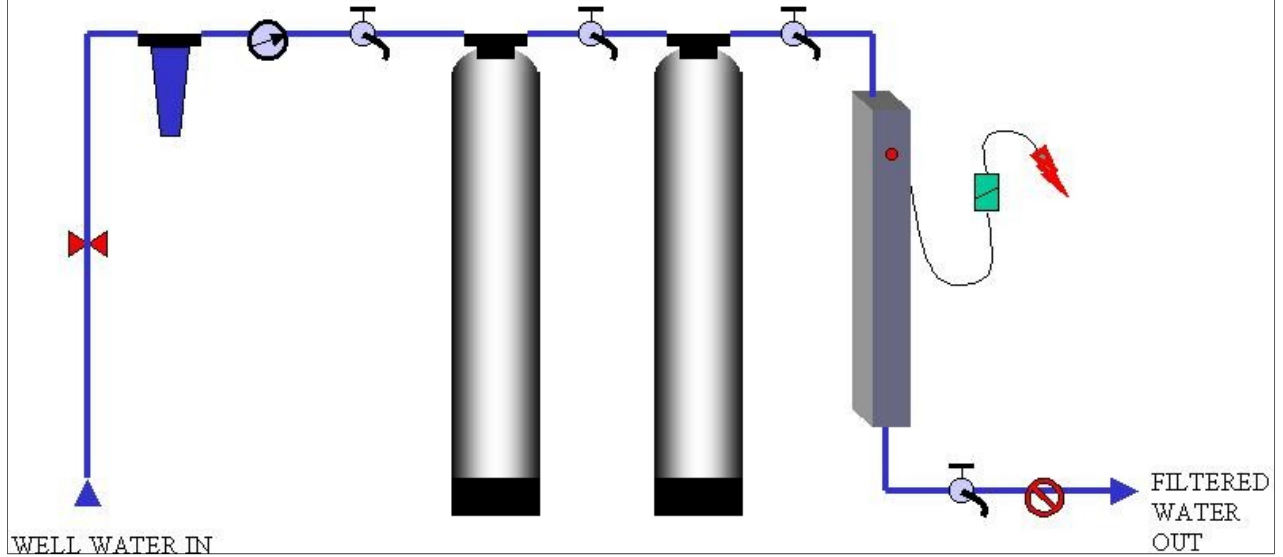
The contractor may bill you for a service call if you report a leak on our filter and it is discovered that the leak was actually found on your plumbing/equipment.

– Remainder of Page Intentionally Left Blank –

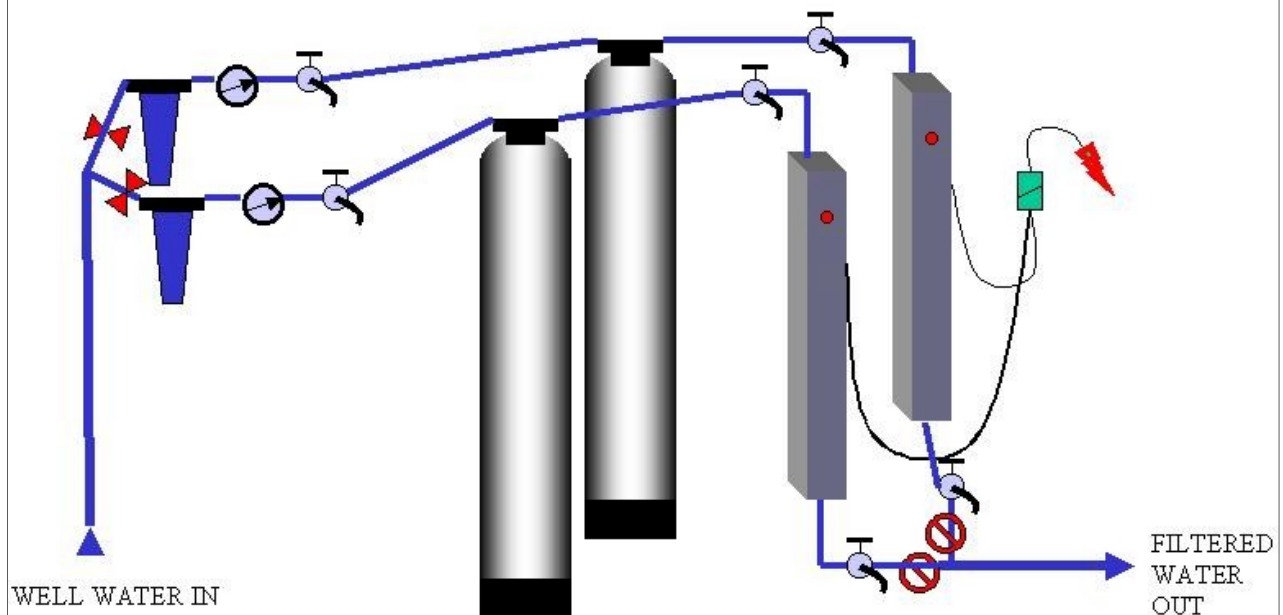
ATTACHMENT G - SCHEMATICS OF GAC FILTER TYPES



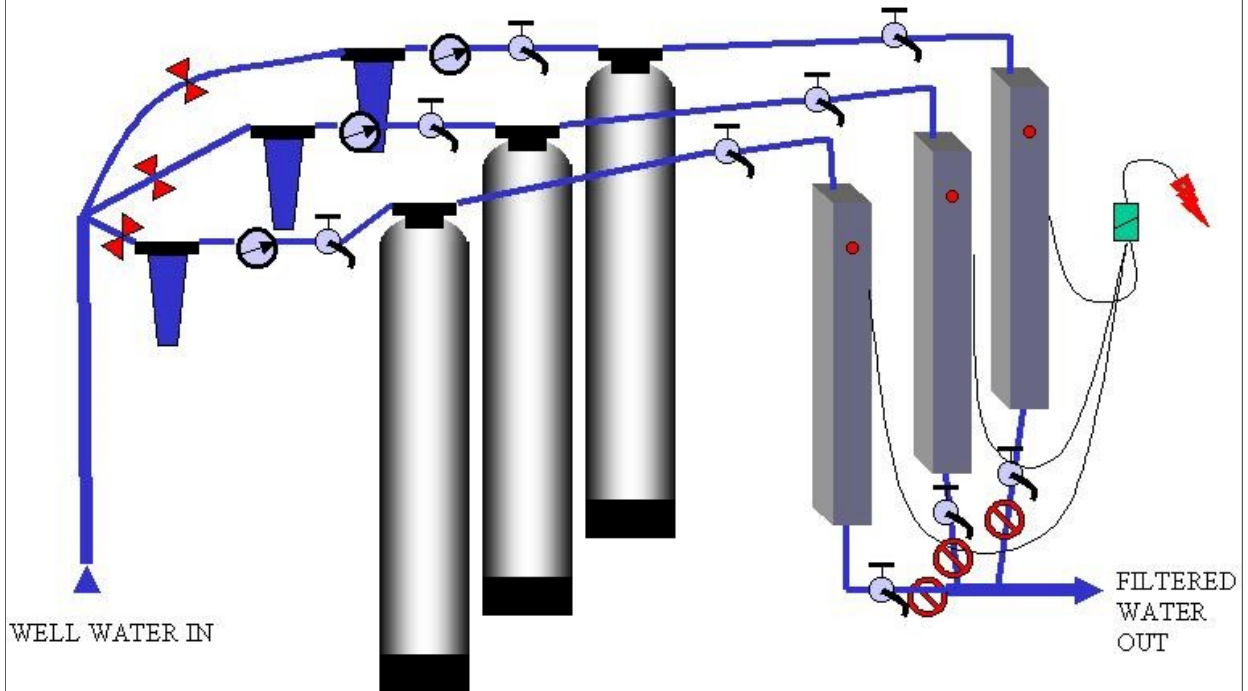
TYPE 2 SYSTEM USES TWO 10" X 54" TANKS (4 CUBIC FT. OF GAC)
TYPE 4 SYSTEM USES TWO 12" X 52" TANKS (6 CUBIC FT. OF GAC)



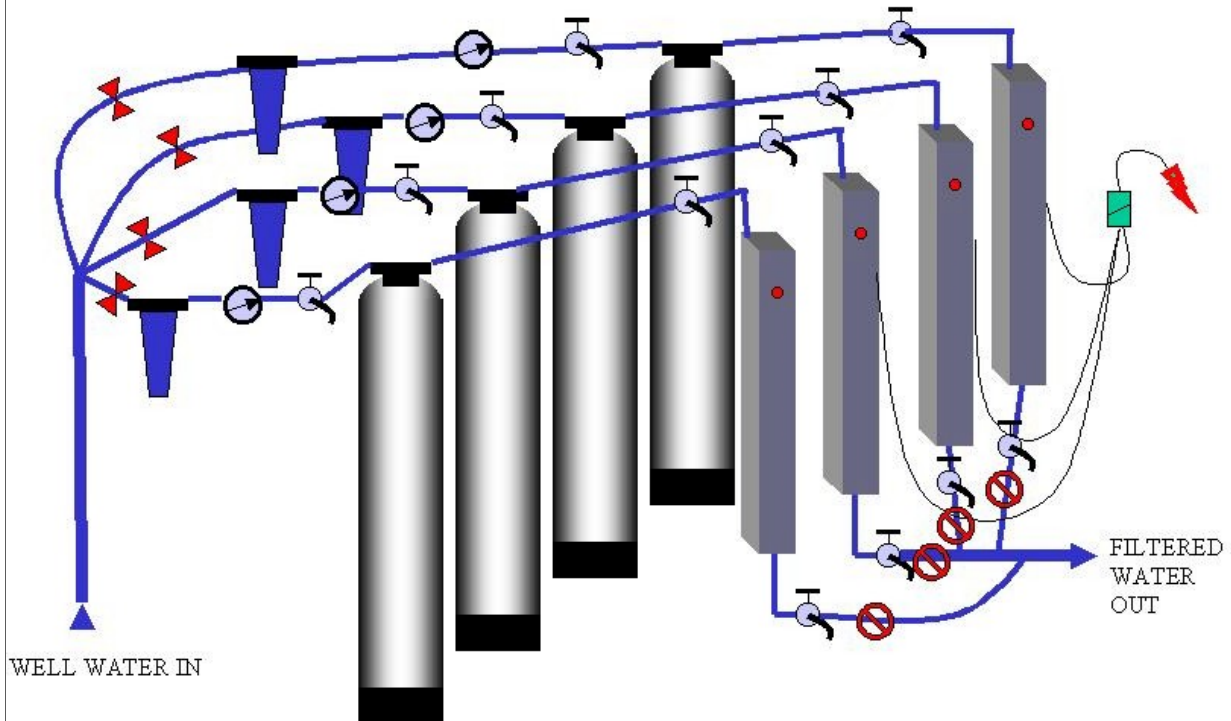
TYPE 6 SYSTEM USES ONE 10" X 54" TANKS (4 CUBIC FT. OF GAC)
TYPE 7 SYSTEM USES ONE 12" X 52" TANKS (6 CUBIC FT. OF GAC)



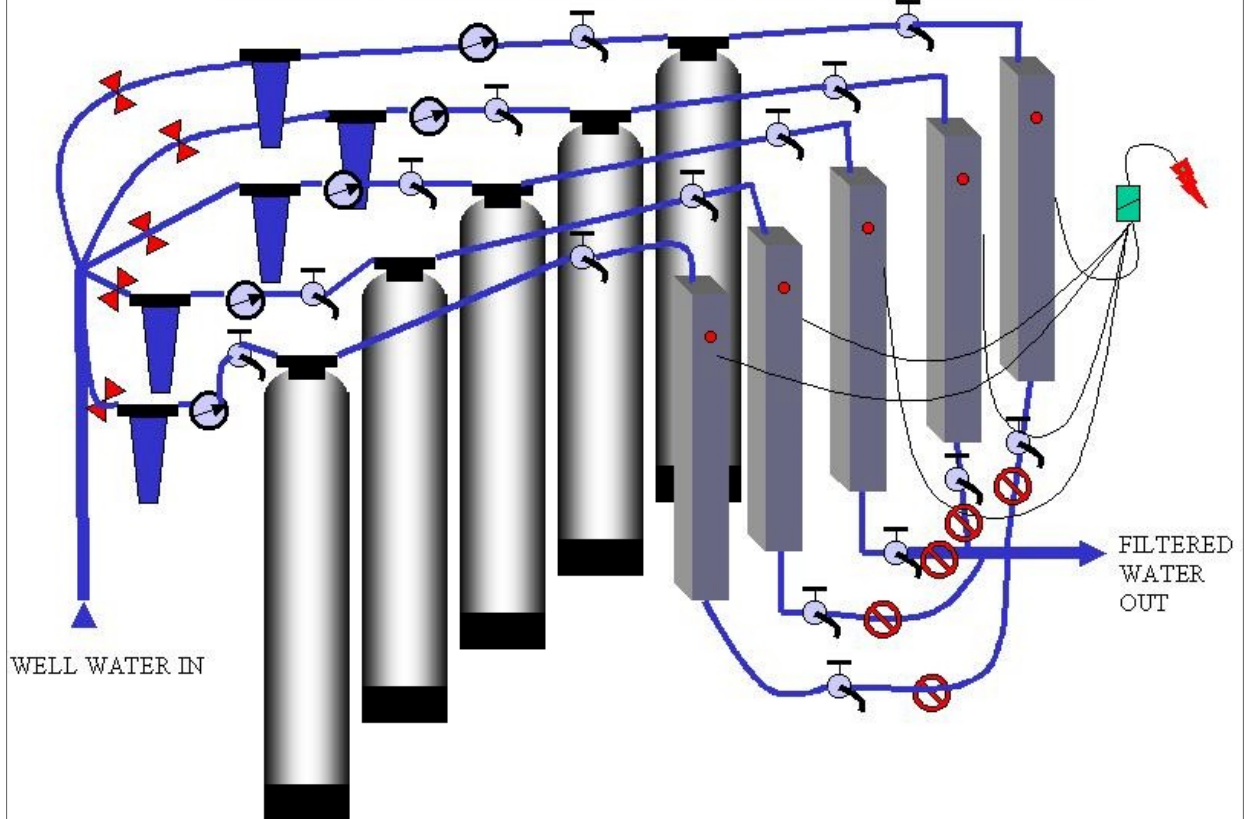
TYPE 8 SYSTEM USES THREE 12" X 52" TANK (9 CUBIC FT. OF GAC)



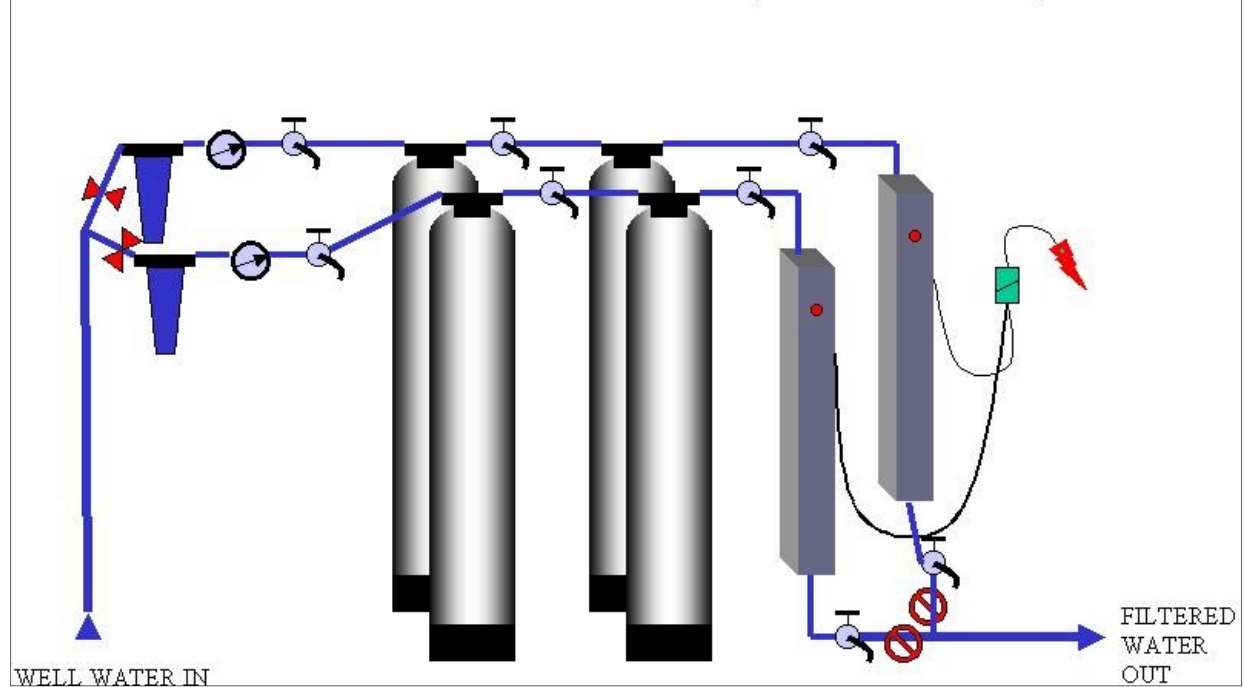
TYPE 9 SYSTEM USES FOUR 12" X 52" TANK (12 CUBIC FT. OF GAC)



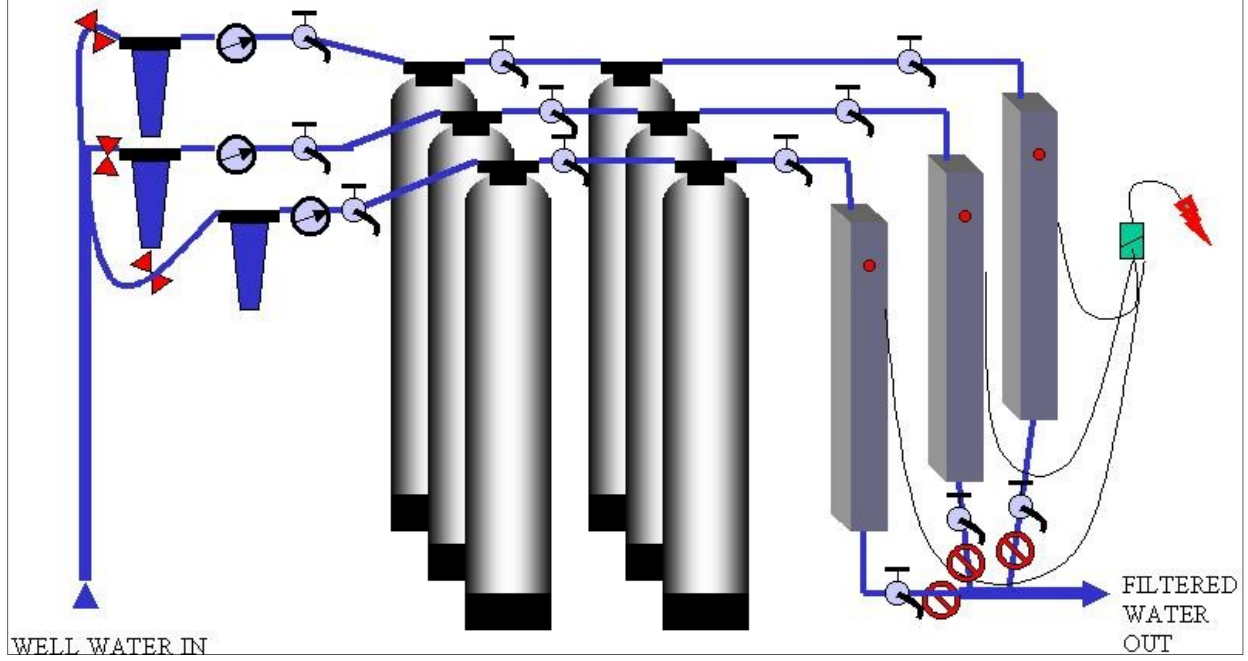
TYPE 10 SYSTEM USES FIVE 12" X 52" TANK (15 CUBIC FT. OF GAC)



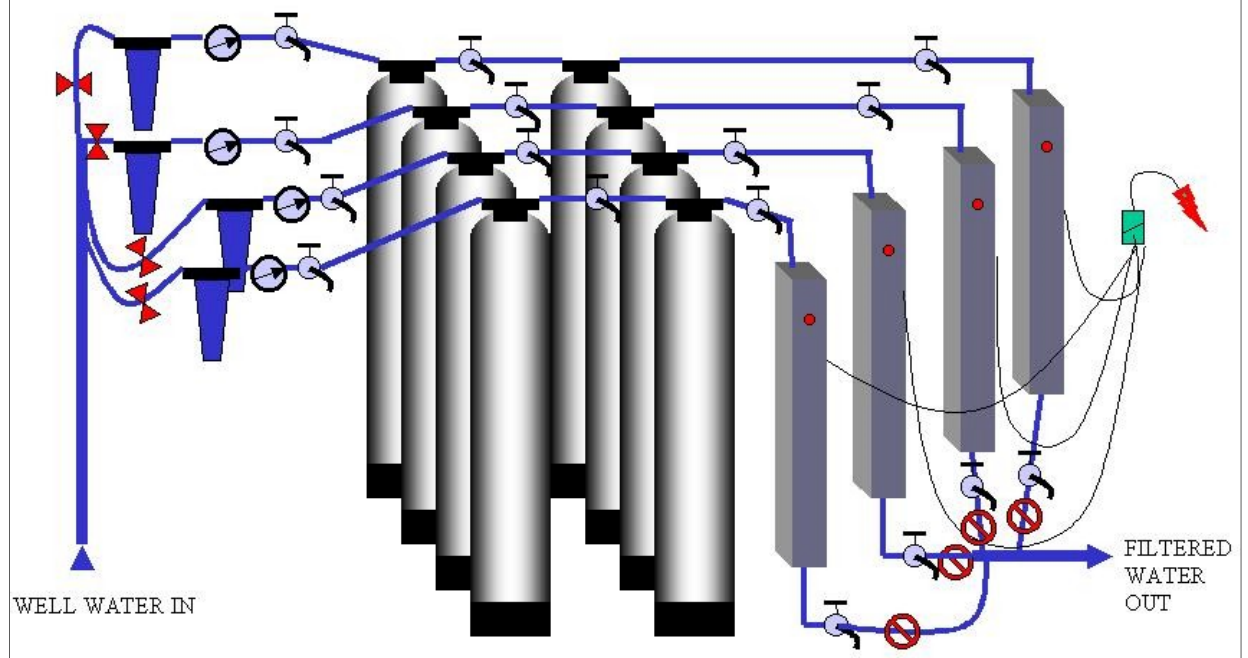
TYPE 11 SYSTEM USES FOUR 10" X 54" TANKS (8 CUBIC FT. OF GAC)
TYPE 12 SYSTEM USES FOUR 12" X 52" TANKS (12 CUBIC FT. OF GAC)



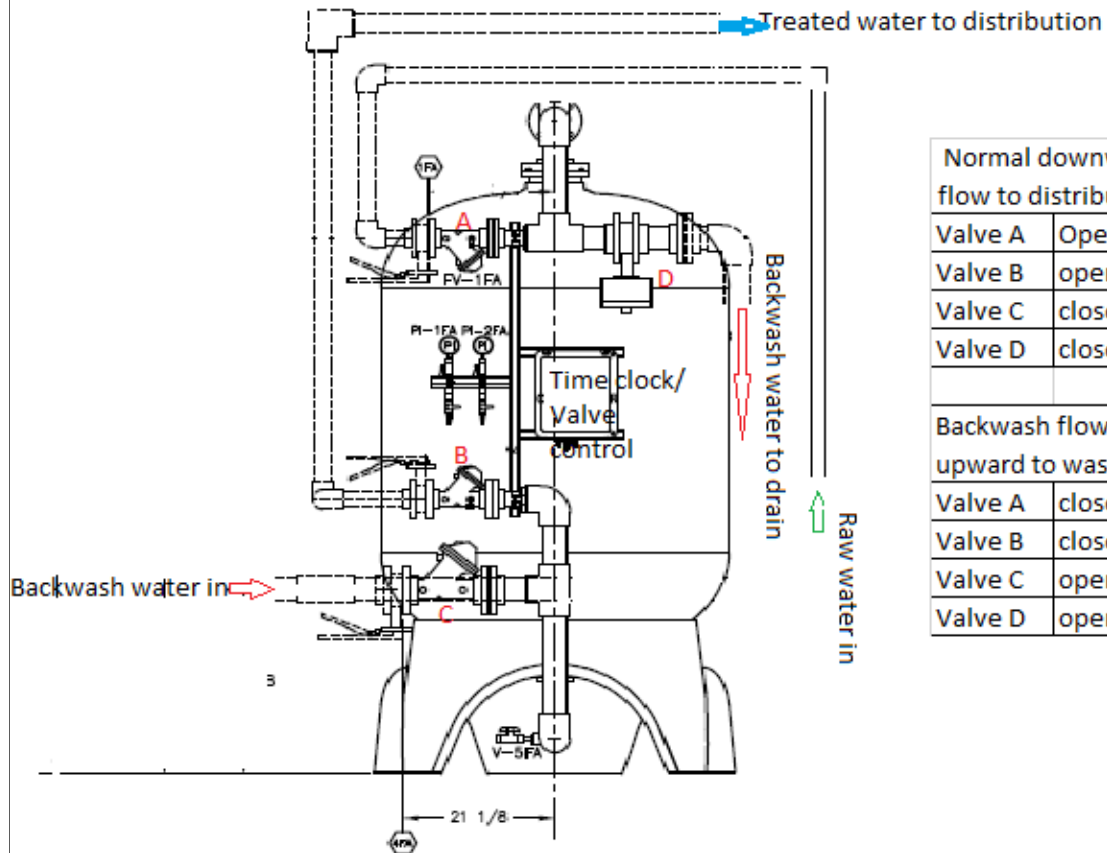
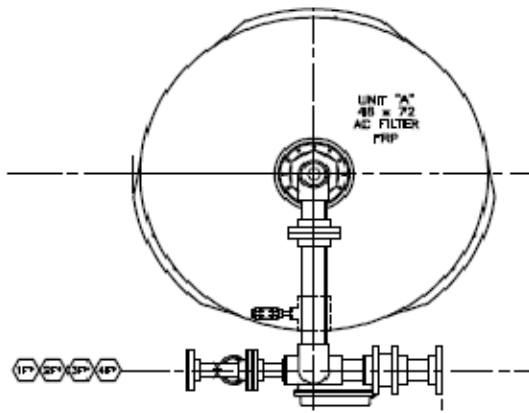
TYPE 13 SYSTEM USES SIX 12" X 52" TANKS (18 CUBIC FT. OF GAC)



TYPE 14 SYSTEM USES EIGHT 12" X 52" TANKS (24 CUBIC FT. OF GAC)

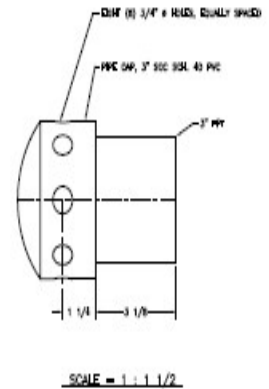
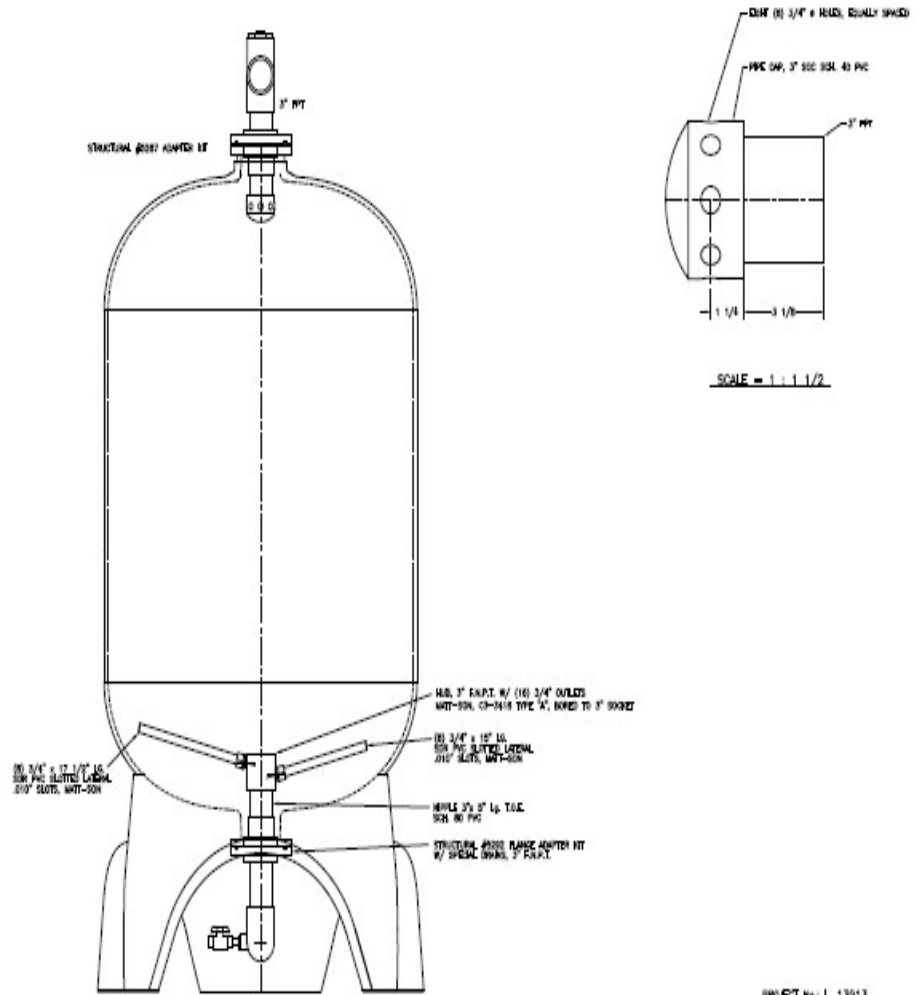


Filter Type 15



Normal downward flow to distribution		Valve and line size
Valve A	Open	2"
Valve B	open	2"
Valve C	closed	3"
Valve D	closed	3"
Backwash flow upward to waste		
Valve A	closed	
Valve B	closed	
Valve C	open	
Valve D	open	

Type 15 tank
Distributors



SCALE = 1 : 1 1/2

PROJECT No: L-13913

NO.	DESCRIPTION	QTY	UNIT	REMARKS	DATE	BY	CHKD.
1	NO. 15 TANK DISTRIBUTOR	1	EA				
2	STRUCTURAL PLATE 2\"/>						

LakeSide Water Treatment Inc.
Mendota, Wisconsin USA
INT_48_031U

– Remainder of Page Intentionally Left Blank –

ATTACHMENT H - SUBCONTRACTOR UTILIZATION REPORT FORM (IF APPLICABLE)

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.:	INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
Invoice Number:	BUSINESS CLASSIFICATION			CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.											
Work Authorization No. (if applicable):	Non-Minority	Small Business (State)	Small Business (Federal)	Governmental Agency	Non-Profit Organization	P.R.I.D.E.	African American	Hispanic	Asian/Hawaiian	Native American	American Woman	Service-Disabled Veteran	African American	Hispanic	Asian/Hawaiian	Native American	American Woman	Service-Disabled Veteran	Board Is 51% Or More Minority	51% Or More Minority Officers	51% Or More Minority Community	Other Non-Profit	
Invoice Service Period:																							
LIST NAMES & ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																						
<i>(add extra rows as needed)</i>																							

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

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

Signature & Date: _____

Business Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

ATTACHMENT I - PUBLIC RECORDS REQUIREMENTS

1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@dep.state.fl.us
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

ATTACHMENT J - CONTRACTOR AFFIDAVIT/RELEASE OF CLAIMS FORM

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

The undersigned certifies as follows:

1. I, _____ am the _____ of
(Name of Person Appearing) (Title of Person Appearing)
_____ with the authority to make this statement on behalf;
(Name of Contractor)
2. _____ ("the Contractor") entered into an
(Name of Company or Person)
Agreement with the Department to perform certain work under Work Authorization No. _____.
3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. Thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Work Authorization, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Work Authorization number. Any exemptions not attached are waived.

(Signature of Authorized Contractor Representative)

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

State of _____ County of _____

Sworn to and subscribed before me by _____ this ____ day of _____, 20__.

- Personally known
- Produced Identification. Type of ID: _____

(Notary's Signature) My Commission Expires: _____

Notary Public, State of _____ Commission Number (if applicable) _____

SECTION 17.00 SOLICITATION SUMMARY

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

Tab A	Executive Summary
Tab B	Solicitation Forms <ul style="list-style-type: none"> • Solicitation Acknowledgement Form(s) (page 1) Complete, sign, and submit.
Tab C	Disclosures and Attestations *Department-furnished forms and attachments must NOT be altered. <ol style="list-style-type: none"> 1. Complete, sign, and submit the Vendor Financial Attestation. (Section 7.00) 2. Complete, sign, and submit the Vendor Responsibility Disclosure. (Section 8.00) 3. Complete, sign, and submit the Vendor Conflicts of Interest Attestation. (Section 9.00) 4. Complete and submit the Vendor Principal Place of Business Attestation. (Section 10.00) 5. Complete, sign, and submit the Vendor Drug-Free Workplace Attestation. (Section 11.00) 6. Complete, sign, and submit the Certification Regarding Scrutinized Companies Lists. (Section 12.00) 7. Complete, sign, and submit the Respondent / Subcontractor or (Team, If Not Subcontractor) Summary Form. (Section 13.00) and provide Letters of Commitments (as applicable)
Tab D	Client Reference Form (Section 14.00) <ol style="list-style-type: none"> 1. Complete, sign, and submit the Client Reference Form 2. Complete and submit Client Reference #1, #2, #3
Tab E	Price Sheet (Section 6.00) Excel Price Sheet
Tab F	Professional and Technical Experience <ol style="list-style-type: none"> 1. Company Qualification and Experience 2. Organizational and Operational Procedures 3. Technical Approach for the Service 4. Personnel Qualifications and Experience
<ul style="list-style-type: none"> - Submit One (1) Original Hard Copy of <u>ENTIRE</u> Proposal - Submit One (1) Electronic Copy of <u>ENTIRE</u> Proposal on CD/DVD, or USB. 	

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