STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD CONTRACT
CONTRACT NO. GC195

This contract (the Contract) is entered into between the Florida Department of Environmental Protection (Department) and Orange County Environmental Protection Division, 3165 McCrory Place, Suite 200, Orlando, FL 32803 (Local Program or Contractor), a Local Government.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work.
The Contractor shall provide petroleum contamination cleanup site management activities on behalf of the Department, as described more fully in Attachment 3, Scope of Work.

2. Duration.
a. Term. The Contract shall begin on July 1, 2026 and continue until June 30, 2031, unless otherwise terminated. No work assignment may extend beyond the expiration date of the Contract or any Contract Amendment.
b. Renewals. 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 the initial term, or three (3) years, whichever is longer. All renewals are contingent upon satisfactory performance by Local Program. Renewals may be for the entire period or in increments.

3. Contract Managers.

Department's Contract Manager		Contractor's Contract Manager	
Name:	Nicole Mitchell or successor	Name:	Renee H. Parker or successor
Address:	2600 Blair Stone Road, MS# 4545 Tallahassee, FL 32399	Address:	3165 McCrory Place, Suite 200 Orlando, FL 32803
Phone:	850-245-8885	Phone:	(407) 836-1420
Email:	Nicole.A.Mitchell@FloridaDEP.gov	Email:	Renee.parker@ocfl.net

4. Attachments and Exhibits.
The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions for Noncompetitively Procured Contracts

☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Scope of Work
☒ Attachment 4: Public Records Requirements
☐ Attachment 5: Price Sheet
☐ Attachment 6: Technology Standards
☐ Attachment 7: Contractor's Proposal (RFPs Only)
☐ Attachment 8: Contractor's BAFO (ITNs Only)
☐ Attachment A-1: Supplemental Scope of Work Enforcement Procedures
☒ Attachment B: Contract Definitions
☒ Attachment C: Task Assignment Document
☒ Attachment C-1 Task Assignment Change Order Document
☒ Attachment D Contract Payment Requirements
☒ Attachment E: Property Reporting Form
☒ Attachment F: Instructions for Monthly Invoice
☒ Attachment G: Monthly Invoice
☒ Attachment H: Monthly Invoice Summary Sheet
☒ Attachment I: Monthly Invoice Site Report
☒ Attachment J: Monthly Invoice Employee Report
☒ Attachment K: Monthly Status Report
☒ Attachment L: County Employees Requesting Access to Waste Applications Form
☒ Attachment M: Communication Plan Guidance
☒ Attachment N: Owner/RP Communication Log
☒ Attachment O: Quarterly Field Visits and O&M Inspections
☒ Attachment P: Site Visit Form
☒ Attachment Q: O&M Inspection Form
☒ Attachment R: Non-Program Site Management Procedures
☒ Attachment S: Administrative Performance Procedures and Criteria
☒ Attachment T: AOD delegation Instructions and Memo
☒ Attachment U: Guidance Documents
☒ Attachment V: Task Assignment Calculation Spreadsheet
☒ Attachment W: Report Turn Around Times
☒ Exhibit A: General Contract Conditions – PUR 1000
☐ Exhibit B: Subcontractor Utilization Report Form
☒ Exhibit C: Contractor Affidavit/Release of Claims Form
☐ Exhibit D: Quality Assurance Requirements for Contracts
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: PUR 1808 – Common Carrier or Contracted Carrier Attestation Form
☐ Exhibit G: Non-Profit Organization Compensation Form
☒ Exhibit H: PUR 1355 – Foreign Country of Concern Attestation Form
☒ Exhibit I: Forced Labor Attestation Form

5. Compensation.

a. As consideration for the services rendered by the Local Program under the terms of this Contract, the Department shall pay the Local Program on a fixed price and cost reimbursement basis as defined in the executed Task Assignment.

b. The Local Program's performance will be assessed monthly and retainage shall be withheld by the executed Task Assignment. Local Program will be eligible for performance incentives, to be paid on a monthly basis, as specified in the executed Task Assignment.

c. Department shall authorize all work assignments by Task Assignment Notification Form (TA) or Task Assignment Change Order Form (TACO).

d. The Local Program, or its subcontractors if authorized under this Contract, shall not commence work until either a TA/TACO has been fully executed, by both Department and the Local Program.

e. In the event services are required that are within the general description of the Scope of Work, but are not specifically identified by name, the Department and Contractor reserve the right to negotiate Task Assignments covering performance of those required services only if there is established pricing in the Contract and such services do not expand the Scope of Work.

f. Release of Claims. Upon payment for satisfactory completion of any portion of the services performed, the Local Program shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the services. Receipt by the Department of the Local Program'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 Local Program, or the Local Program's sureties, successors or assigns under this Contract or as against applicable performance and payment bonds.

IN WITNESS WHEREOF, this Contract shall be effective on the date indicated above or the last date signed below, whichever is later.

ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION	**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
By: _____	By: _____
(Authorized Signature)	Secretary or Designee
_____	_____
Date Signed	Date Signed
Jerry L. Demings, Orange County Mayor	
Print Name and Title of Person Signing	Print Name and Title of Person Signing

FEID No. F596000773

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Terms and Conditions for Noncompetitively Procured Contracts

ATTACHMENT 1

1. Entire Agreement.
This Contract, including any Attachments and Exhibits referred to herein and/or attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The requirements contained within section 287.058(1), F.S. are hereby incorporated by reference where applicable, unless superseded by provisions within the agreement. Any terms and conditions included on Contractor's forms or invoices with respect to the subject matter of this Contract shall be null and void.

2. Contract Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for interpretation of the Contract is as follows:
   i. Standard Contract
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Contract
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Contract

b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Contract Managers. All written communication shall be 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Contract Manager is designated by either party after execution of this Contract, notice of the name and contact information of the new Contract Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Contract Manager does not require a formal amendment or change order to the Contract.

d. This Contract may be amended only by a written agreement between both parties. Amendments shall be based on availability of funding. A change order may be used when there is
   (1) a change in the subcontractor or approval of subcontractors,
   (2) changes in deliverables due dates that do not change the overall Contract term or increase in the deliverable price or Contract amount, or
   (3) changes in the price of an individual deliverable in cost reimbursement Contract when the overall Contract amount does not change.
   All other changes shall be done through a formal amendment.

e. 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 Florida Department of Environmental Protection ("Department").

f. The Department reserves the right to suspend or terminate any portion of this Contract or any other contract with the Department, if the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution. The suspension may last until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

g. All days in this Contract are calendar days unless otherwise specified.

3. Contract Duration.

a. Term. The term of the Contract shall begin and end on the dates indicated in the Standard Contract, unless extended or terminated earlier in accordance with the applicable terms and conditions.

b. Renewals. Any renewals provided under the Contract must meet the requirements of section 287.058(1)(g), Florida Statute (F.S.), which is incorporated herein by reference. If the Standard Contract indicates renewals are available, the contract may be renewed for those timeframe(s). All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

4. Deliverables.
The Contractor agrees to render the services or otherwise provide deliverables as set forth in Attachment 3, Scope of Work and as otherwise set forth in this Contract. The services and/or deliverables shall be delivered in accordance

with the schedule and at the pricing outlined in the Contract. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable.

5. Performance Measures.

The Contractor warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Scope of Work; (3) Any and all such equipment, products or materials necessary to perform these services, or requirements shall be supplied by the Contractor; (4) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (5) the services shall not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (6) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes for work done at the Department or other location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Department's Oversight Team.

Pursuant to section 287.057, F.S., Contractors for services of $5 million or greater must meet with the Department's oversight team within thirty (30) days of formation of the team and meet with the oversight team at least once quarterly to respond to questions or requests for information from the oversight team.

Contractors for services of $10 million or greater must meet with the Department's oversight team within thirty (30) days of formation of the team and meet with the oversight team at least once monthly to respond to questions or requests for information from the oversight team.

The continuing oversight team may submit written questions to the Contractor concerning any items discussed during a continuing oversight team meeting. The contractor must respond to the oversight team's questions within 10 business days after receiving the written questions. The questions and responses will be included in the contract file.

7. Warranty of Ability to Perform.

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

8. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment. If the Department's Contract Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Scope of Work, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Contractor's lack of satisfactory performance under the terms of this Contract. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Scope of Work will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Contract requirements. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department. The Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable timeframe. The Contractor's efforts to correct the rejected deliverables will be at the Contractor's sole expense. The Contractor's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

9. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Scope of Work and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of this Contract. None of the financial consequences for nonperformance in this Contract, as more fully described in the Scope of Work, shall be considered penalties.

b. Invoice Reduction
If Contractor does not meet a deadline for any deliverable, the Department will reduce the invoice amount by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If the Contractor fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. The Department request that the Contractor specify the

outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Contractor shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the 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 proposed CAP 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 may result in the Department's termination of this Contract for cause as authorized in this Contract.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days 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 Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate this Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall preclude the Department from subsequently asserting any deficiencies in performance. The 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's Contract Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.

10. Payment.

a. Payment Process. Subject to the terms and conditions established by the Contract, the pricing per deliverable, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written acceptance of each interim deliverable or the final deliverable specified in the Scope of Work. Invoices and the appropriate documentation shall be submitted via email to the Department's Contract Manager. Contractor's failure to submit invoices within this timeframe may result in forfeiture of retainage suspension or termination of remaining work, or the Contractor's forfeiture of any unpaid balance for such deliverables.

b. Vendor Rights. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing Problems in obtaining timely payment(s) from state agencies. The vendor Ombudsman may be reached at (850) 413-5516.

c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Contractor, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract.

d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Scope of Work shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Contractor shall only invoice the Department for deliverables that are completed in accordance with the Scope of Work.

e. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   a. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of Contractor.
   b. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

f. Multiple Payment Request. Contractor's submitted invoice shall represent a full account of the work done during each invoice period, and include all fees and costs claimed for work done during that period. Department's payment of an invoice shall constitute full payment and a final settlement of all of Contractor's claims for services provided during the invoice period. No subsequently asserted claims or invoices for services performed during a previously invoiced period will be payable by the Department.

g. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Contract Manager.

h. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Contract to ensure the availability of funds for payment. However, all work performed pursuant to the Scope of Work must be performed on or before the completion date of the Contract.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Contract shall be calculated on the prevailing rate used by the State Board of Administration. Interest payments of less than $1 will not be issued unless Contractor requests such payment. To obtain the applicable interest rate, please refer to: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Limitation on Payment. Contractor shall not be compensated for services performed prior to execution of this Contract, for services performed following its expiration, termination, or suspension, nor for services that exceed the funding amount specified herein or in any amendment to this Contract. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached. Contractor shall not perform, nor be compensated for, any services beyond the services described in the Scope of Work.

11. Documentation Required for Cost Reimbursement Contracts.

If Cost Reimbursement is authorized in the Standard Contract, the following conditions apply. To be eligible for reimbursement, costs and supporting documentation must be in compliance with laws, rules, and regulations governing agreements for services, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. Invoices for cost reimbursement shall be supported by an itemized listing of expenditures by category (salary, travel expenses, etc.). Supporting documentation must indicate that the item was paid and indicate the date of service.

12. Changes.

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

13. Retainage.

The following provisions apply if the Department withholds retainage under this Contract:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Contract up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Contractor, pending satisfactory completion of work and approval of all deliverables.

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

c. If Contractor fails to perform the requested work 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 of Work. 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 incomplete work while this Contract is suspended.

e. Except as otherwise provided above, Contractor shall be paid the retainage associated with the work, provided Contractor has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Contract.

14. Insurance.

a. 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.

b. 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.

c. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Contractor cannot get adequate coverage, 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) days after the cancellation of coverage.

d. 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. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, 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.

15. Termination.

a. Termination for Convenience. When it is in the State's best interest, the Department may, in its sole discretion, terminate the Contract in whole or in part by giving thirty (30) days written notice to the Contractor. The Department shall notify the Contractor of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Contract is to be terminated. The Contractor must submit all invoices for work to be paid under this Contract within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Contract if any of the events of default described in the Events of Default provision below occur or in the event that the Contractor fails to fulfill any of its other obligations under this Contract. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

c. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, unless otherwise directed by the Department, the Contractor shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, the Contractor shall continue work on any portion of the Contract not terminated. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If the Department has paid for any services prior to the expiration, cancellation, or termination of the Contract, the Contractor shall continue to provide the Department with those services for which it has already been paid or, at Department's discretion, Contractor shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Contract. If services provided under the Contract are being transitioned to another provider(s), the Contractor shall assist in the smooth transition of Contract services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Scope of Work. The Contractor shall not perform any services after Contract expiration or termination, except as necessary to complete the transition or continued portion of the Contract, if any.

16. Step-in Rights.

If the Contractor is in material breach of its obligation to perform any of the services under the Contract and fails to remedy such breach within ten (10) days after written notice of the breach from the Department, the Department, at its sole discretion, shall have the right to "step-in" (i.e. perform the work itself) or hire another contractor to perform

these services. Contractor shall be liable to the Department for any fees or expenses that the Department may incur in exercising its step-in rights or securing a substitute provider to assume completion of those services.

17. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including, any of the events of default, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Contractor fail to perform within the time provided, the Contractor will be found in default, and the Department may terminate the Contract effective as of the date of receipt of the default notice.

18. Events of Default Subject to the Notice of Default Provision.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, shall constitute events of default.

a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
b. Failure to maintain adequate progress, thus endangering the performance of the Contract;
c. Failure to honor any term of the Contract;
d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority;
e. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Contract;
f. Failure to maintain the insurance required by this Contract;
g. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by the Contractor of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; and/or
    iv. An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

19. Events of Default that Result in Immediate Termination.

a. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Contractor in this Contract or in its response to the solicitation;
b. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act; and
c. Department's good faith belief that failure to comply with the Employment Eligibility Verification requirements of this Contract has occurred.

20. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State to do so. The Department shall provide the Contractor with written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract. If the Contract is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Contractor to any additional compensation.

21. Force Majeure.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department

in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor shall not be entitled to an increase in the Contract 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 Department, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services 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.

22. Indemnification.

a. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
    ii. the Contractor's breach of this Contract or the negligent acts or omissions of the Contractor.
b. The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Contractor (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense.
c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Contractors that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Contract.
d. No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

23. Limitation of Liability.

The Department's liability for any claim arising from this Contract is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Contract. Such liability is further limited to a cap of $100,000.

Unless otherwise specifically enumerated in the Contract, purchase order, or task order, Department shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. Department shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

24. Dispute Resolution.

Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and

conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Contractor's right to review pursuant to chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in chapter 120.

25. 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. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. Nothing in this Contract shall be construed to make the Contractor liable for force majeure events.

26. 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 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.

27. Waiver.

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

28. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

b. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

   i. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the life of the Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

29. Employee Eligibility.

Effective January 1, 2021, 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 section 448.095, F.S. 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. The subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), F.S. and notifies the Contractor of such, but the Contractor otherwise complied with this statute, the Contractor shall immediately terminate the contract with the subcontractor.

30. Compliance with Federal, State and Local Laws.

a. The Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contractor shall include this provision in all subcontracts issued as a result of this Contract.

b. Contractor and its subcontractors and agents also must comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Proficiency (LEP) persons);

vii. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092 .01), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Contract will be in the courts, and venue will be in a court of competent jurisdiction, in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

31. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

32. 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.

33. Lobbying and Integrity.

The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between the Contractor and the State, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Contractor shall comply with sections 11.062 and 216.347, F.S.

34. Record Keeping.

The 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. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

35. Audits.

a. Inspector General. This Contract is subject to a post-performance audit by the Department's or State's Inspector General. The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing regarding the Contract. 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 sub-Contractors.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Contract, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Contractor shall provide access to any location or facility on which Contractor is performing work, or storing or staging equipment, materials or documents; and

   ii. In a contract for services, Contractor shall provide access and documentation to the Department, within 10 business days of a request, to inspect the following:

      A. Financial records, papers, and documents of the contractor that are directly related to the performance of the contract or the expenditure of state funds.

      B. Programmatic records, papers, and documents of the contractor which the public agency determines are necessary to monitor the performance of the contract or to ensure that the terms of the contract are being met.

   iii. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Contract; and,

   iv. 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 pursuant to this Contract.

c. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Contract pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of Contractor's multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Contractor must provide the additional proof within thirty (30) calendar days of such request.

36. Conflict of Interest.

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

37. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of the Department.

38. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.

b. The Department may, for cause, require the replacement of any Contractor's employee, subcontractor, or agent. Shall cause, includes technical or training qualifications, quality of work, change in security clearance, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Contractor shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.

f. The Contractor shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor(s), and without the fault or negligence of either, unless the

subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

39. Improvements to Real Property.

If any state funds are provided under this Contract for the purchase of or improvements to real property, the Contractor shall grant to the state a security interest in the property equal to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements, unless otherwise provided by law.

40. Inspection at Contractor's Site.

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

41. Guarantee of Parent Company.

In the event the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Contractor.

42. 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.

43. Modification of Terms.

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.

44. 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 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. If the Contract is competitively procured, the 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.

45. 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 law or Administrative Code rule changes.

46. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Contract.

47. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Contractor, its agents, servants, and employees. The Contractor shall not disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

48. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

49. Contractor's Employees, Subcontractors and Agents.

a. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract.

b. The Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
This subsection does not apply to contracts with other State of Florida entities.

50. Assignment.

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor of its intent to do so.

51. Antitrust Assignment.

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

52. MFMP Transaction Fee.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

53. Compensation Report.

If this Contract is a sole-source, public-private agreement or if the Contractor, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Contractor shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Contractor must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor.

54. Disclosure of Gifts from Foreign Sources.

If the value of this Agreement is $100,000 or more, Contractor shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Contractor must also provide a copy of such disclosure to the Department of Financial Services.

55. Food Commodities.

To the extent authorized by federal law, the Department, its contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

56. Anti-human Trafficking.

If the Contractor is a nongovernmental entity, the Contractor must provide the Department with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

57. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

58. 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.

59. Complete and Accurate information.

Contractor represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Contract, as well as its Attachments and Exhibits.

60. Execution in Counterparts.

This Contract, any amendments, and/or change orders related to the Contract, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature.

61. Warranty of Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Insurance.

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. Contractor shall 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:

a. Comprehensive General Liability Insurance.
The Contractor shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Contract. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. 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 minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S. 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.

d. Other Insurance.
Other insurance requirements are listed out in the Scope of Work.

2. Payment and Performance Bonds.

There are no bonds required under this Contract.

3. Liquidated Damages.

There are no liquidated damages under this Contract.

4. Retainage.

The Local Program's performance will be assessed monthly and retainage shall be withheld per the executed Task Assignment Notification Form or Task Assignment Change Order Form.

5. MFMP Transaction Fee.

Pursuant to Rule 60A-1.031, Florida Administrative Code, the Local Program is required to pay the MFMP Transaction Fees for payments made pursuant to this Contract.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Contract.

7. Subcontracting.

The Local Program shall not subcontract any services under this Contract.

8. Personnel Changes.

The Local Program may remove its personnel assigned to perform under this Contract and substitute other qualified personnel. Any removals or replacements by Local Program shall be at no additional cost to the Department.

9. Intellectual Property.

a. The Contractor's intellectual property rights that preexist this Contract will remain with the Contractor. Intellectual property rights to all property created or otherwise developed by Local Program specifically for the Department will be owned by the State through the Department.

b. If the Local Program fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Local Program shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish or release to others, such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

c. This ownership interest and the rights conferred under this section will continue after the expiration or termination of the Contract.

d. Notwithstanding the foregoing language, the Contractor's workpapers prepared or developed under this Contract are the exclusive property of the Contractor, but Local Program shall permit Department access and review of workpapers upon Department's request.

10. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Local Program must also fill out and return PUR 1808 before contract execution] If Local Program is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Local Program is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Local Program is found to be in violation of the law or the attestation in PUR 1808

11. Foreign Country of Concern Attestation

Local Program without access to personal identifying information. The Local Program represents and warrants that the Local Program does not have access granted by the Department to an individual's personal identifying information. In the event of and prior to receiving access to an individual's personal identifying information by the Local Program from the Department, the Local Program shall provide the Department with an affidavit signed by an officer or representative of the Local Program attesting under penalty of perjury that the Local Program does not meet any of the criteria in paragraphs (2)(a)-(c) of section 287.138, F.S.

12. Additional Terms.

The term Contractor, as used in this Contract and in all the attached Exhibits and Attachments, shall refer to the Local Program.

ATTACHMENT 3

SCOPE OF WORK

The Florida Department of Environmental Protection (Department) has designated the Local Program to provide petroleum contamination site cleanup management services on behalf of the Department in the Petroleum Restoration Program (PRP).

A. Local Program Responsibilities

1. Local Program Reporting Deliverable.

The Local Program shall be responsible for the following reporting requirements and specified tasks**:**

a. The Local Program shall assign site managers to all active sites assigned to the Local Program by the Department in the Storage Tank and Petroleum Contamination Monitoring (STCM) database, for both eligible and ineligible sites within their department- approved operating areas assigned on a task assignment basis.

Monthly Documentation Requirement: The Local Program shall list the site manager for each source property the Local Program is assigned on the Monthly Invoice Site Report (**Attachment I**). For any source property not reported on the respective Monthly Invoice Site Report, the Local Program shall list the site manager on the next Attachment I submission to the Department with a notation clearly stating the appropriate reporting period.

b. The Local Program shall hire, train and retain qualified staff to satisfactorily complete all the responsibilities included in this Contract. The Local Program shall provide their staffing information required in Paragraph H.2-5. On-going training shall be provided regarding State law, Department rules and guidance, and PRP operating procedures.

Annual Documentation Requirement: By March 1st of each year, the Local Program shall provide information required in Paragraph H.

c. The Local Program shall provide sufficient technical and support staff to properly manage the assigned sites. Such staff shall include, at a minimum, one professional engineer (P.E.) registered in the State of Florida and one professional geologist (P.G.) registered in the State of Florida.

Monthly Documentation Requirement: The Local Program shall provide the name of each P.E. and P.G. assigned to the contract per Paragraph H. The Department shall be notified by the Local Program when personnel leave, what vacancies remain open, and of any new hires in the Monthly Status Report (**Attachment K**).

d. No site manager shall be assigned more than fifty (50) petroleum cleanup source properties. For P.E.'s and P.G.'s whose primary job is to review technical reports, the number of source properties assigned shall be no more than twenty-five (25) petroleum cleanup source properties in their capacity as a PRP site manager. If a professional is a site manager and not acting in the capacity of a P.E. or P.G. they shall be assigned no more than fifty (50) petroleum cleanup source properties. The Local Program may request higher workloads in writing on a case-by-case basis.

Monthly Documentation Requirement: The Local Program shall report the number of source properties assigned per site manager in the Monthly Status Report (**Attachment K**).

e. The Local Program shall generate and submit **Attachment L** to the Department's County Contact to initiate and terminate user profiles for online Department Waste Applications such as STCM, OCULUS, and any other appropriate applications as designated by the Department within five (5) business days of a site manager starting or leaving employment.

Monthly Documentation Requirement: The Local Program shall report staffing changes in the Monthly Status Report (**Attachment K**).

f. The Local Program shall ensure that contact is made with the owner of source property and/or responsibe party (O/RP) in accordance with the Department Communication Plan guidance (**Attachment M**), and shall document any communication using an Owner/RP Communication Log within two (2) business days of communication (**Attachment N**). The Local Program shall enter the O/RP Communication Log into the appropriate database as designated by the Department within thirty (30) calendar days of contact.

Monthly Documentation Requirement: The Local Program shall enter the O/RP communication documentation into the appropriate database as designated by the Department within thirty (30) calendar days of contact. The Local Program shall report O/RP communication as activity on Monthly Invoice Site Report (**Attachment I**).

g. Field Visits and Operation and Maintenance (O&M) Inspections

i. The Local Program shall perform field visits and O&M inspections as necessary, but not less that one field visit during a fiscal year for each assigned source property. Source properties that have a remediation system in O&M shall have annual O&M inspections. An O&M inspection will count as a field visit for purposes of the annual field visit requirement. If a source property is assigned within the last two (2) months of the fiscal year, then a field visit or O&M inspection will not be required for that fiscal year. Additionally, if a site receives a Site Rehabilitation Completion Order (SRCO) a field visit or O&M inspection will not be required.

Quarterly Documentation Requirement: The Local Program will submit a list of source properties that were visited or inspected each quarter (January 1- March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31) on the Quarterly Field Visits and O&M Inspections Report (**Attachment O**) within thirty (30) calendar days of the end of the quarter.

ii. The Local Program shall ensure that all field visits and O&M inspections are performed by qualified individuals who have successfully completed the health and safety training required to meet Occupational Safety and Health Administration (OSHA) standards in accordance with 29 CFR 1910.120.

Annual Documentation Requirement: As specified in Paragraph H, the Local Program shall list OSHA certification, and dates valid for each employee, and also provide OSHA certificates to the Department for inspection upon request.

iii. Copies of complete field visit or O&M inspection reports (**Attachment P and Q**) must be prepared within five (5) business days of the field visit or O&M inspection and correctly inserted into the appropriate database as designated by the Department within thirty (30) business days of the field visit or O&M inspection.

Monthly Documentation Requirement: The Local Program shall enter the field visit and O&M inspection reports in the appropriate database as designated by the Department and will report field visits and O&M inspections in the Monthly Invoice Site Report (**Attachment I**).

h. Local Program shall oversee Non-Program Sites in accordance with **Attachment R**. Any Non-Program Site where the property owner and other responsible parties are not cooperating to clean-up the site in a timely manner shall be referred to the Department and District enforcement, unless the Local Program has a "Supplemental Scope of Work: Enforcement Procedures" (**Attachment A-1**), hereinafter referred to as Enforcement SOW. Any files including appropriate database as designated by the Department files for Non-Program Sites that are being referred to the Department and the appropriate District for enforcement shall be organized and complete and contain documentation as prescribed by the applicable District.

Monthly Documentation Requirement: All available information shall be entered into the appropriate database as designated by the Department and referred to the Department and appropriate District Office (if the Local Program does not have an Enforcement SOW) within the timeframes as outlined in **Attachment S**. Referrals to Enforcement shall be reported in the Monthly Invoice Site Report (**Attachment I**).

i. If the Local Program does have an Enforcement SOW, then the Local Program shall oversee Non-Program Sites in accordance with **Attachment A-1 and Attachment R**.

Monthly Documentation Requirement: All correspondence required in **Attachment A-1 and R** shall be correctly entered into the appropriate database as designated by the Department, and required data entry into STCM shall be completed and reflect compliance with turnaround times specified in **Attachment S**. Activity for Non-Program Sites shall be reported in the Monthly Invoice Site Report (**Attachment I**) per the Monthly Invoice Instructions (**Attachment F**).

j. The Local Program shall ensure that site managers review; provide comments for correction, improvement or additional work; and approve when appropriate, all reports, plans, and proposals submitted by the Agency Term Contractor (ATC) or other qualified contractor (collectively referred to as CONSULTANT) using the most current version of all forms, form letters, orders, templates and workbooks prescribed by the Department within the timeframes specified in **Attachment S**.

Monthly Documentation Requirement: The Local Program will report all deliverable reviews and their turnaround times in the Monthly Invoice Site Report (**Attachment I**).

k. The Local Program shall ensure that site managers negotiate requests for change (RFCs) with the CONSULTANT and submit RFCs to the Department for processing. 80% of RFCs must be submitted to the Department for processing within five (5)

business days of receiving a correctly completed, signed RFC form, per the turnaround times specified in **Attachment S**.

Monthly Documentation Requirement: The Local Program shall report all change orders for time extensions and cost adjustments, and their turnaround times in the Monthly Invoice Site Report (**Attachment I)**.

l. The Local Program shall be responsible for accurate updating of the STCM database. Local Program shall update the status of reports in STCM within 15 calendar days of receipt, review, or date extension.

Monthly Documentation Requirement: The Local Program shall enter deliverable reviews into STCM and report them on the Monthly Invoice Site Report (**Attachment I**).

m. Correspondence and reports from the public, the Department, CONSULTANTS, and O/RPs, and responses generated by the Local Program shall be entered into the appropriate database as designated by the Department within thirty (30) calendar days of receipt or generation.

Monthly Documentation Requirement: The Local Program shall enter reports and responses into the appropriate database as designated by the Department. The Local Program shall report applicable documents inserted into the database in the Monthly Invoice Site Report (**Attachment I**).

2. Local Program Site Management Deliverable.

The Local Program shall perform petroleum contamination site cleanup management and oversight services to bring a site assigned to Local Program by the Department to a cleanup end point authorized pursuant to Chapter 62-780, F.A.C. and Section 376.3071, F.S.) within the timeliest and cost-efficient manner possible. Such management shall be in accordance with all State laws, Department rules and guidance (**Attachment U**), and PRP operating procedures. Petroleum contaminated sites within the counties covered by this Contract shall be assigned to the Local Program by the Department on a task assignment basis. The Local Program shall manage each assigned site for the duration of the site cleanup unless the site must be referred to the Department or the appropriate District or the Department decides to remove the site from the Local Program. The Local Program's personnel shall adhere to the same standards of professional conduct as required of State and Department employees. The Local Program shall be responsible for performing all aspects of site management, including but not limited to, the following requirements and specified tasks:

a. Research site history using all available resources including, but not limited to, the appropriate database as designated by the Department, the Department Contamination Locator Map (CLM), the Department Institutional Controls Registry (ICR), the STCM, and county property appraiser's office information.
b. The site manager shall contact O/RP per Communication Plan guidance. Document any communication using the Owner/RP Communication Log (**Attachment N**) within two (2) business days of the conversation. The Local Program shall correctly insert all documentation of O/RP contact into appropriate database as designated by the Department within thirty (30) calendar days of such contact.

c. Develop SOWs using most recent version of the Department SOW template and schedule of pay items (SPIs) in STCM and submit to Department for processing per Department guidance.
d. Negotiate and prepare task assignments for the CONSULTANTS as necessary and submit task assignment package to Department for processing in Ariba on Demand (AOD)
e. Approve purchase requests and RFCs in AOD within two (2) business days of submittal into AOD by the Purchase Requisition/Change Order (PR/CO) Creator. The Department may modify the point at which approval is required but will notify Local Program of any change in the AOD approval process.
f. Negotiate RFCs with the CONSULTANTS and submit them to Department for processing. 80% of RFC shall be submitted to Department for processing within five (5) business days of request by the CONSULTANT. The remaining 20% accounts for situations in which extended review or additional changes are necessary but shall be submitted to Department for processing within ten (10) business days of request by the CONSULTANT (**Attachment S**).
g. Negotiate and prepare Field Requests for Change (FRFC) with the CONSULTANT and submit to the Department for cost center administrator (CCA) approval within two (2) hours of CONSULTANT request. Once CCA approves and signs the FRFC, the FRFC is returned to the CONSULTANT, and forwarded to the Department for further processing per Department guidance.
h. Obtain P.E. or P.G. technical approval/certification when necessary or appropriate.
i. Review, provide comments for correction, improvement or additional work, and approve when appropriate all reports, plans, proposals submitted by the CONSULTANT using most current version of all forms, form letters, orders, templates and workbooks prescribed by the Department, within the timeframes specified in **Attachment S**.
j. Approve any invoices generated as a result of an issuance of a Deliverable Review Letter in MFMP, within one (1) business day of submittal into AOD by the Department's finance and accounting staff.
k. Complete contractor performance evaluations by Department rule and guidance and enter into appropriate database as designated by the Department within thirty (30) calendar days of final invoice certification by the site manager.

3. Additional Responsibilities

The following responsibilities will be completed by the Local Program as needed.

a. All paper reports from the public, the Department, and CONSULTANTS shall be time stamped with the date received.

b. The Local Program Team Leader shall inform their assigned Department's County Contact when they are going to be out of the office for one (1) business day or more for planned absences. All Local Program staff shall use automatic reply on emails which include the Local Program staffs phone number and create a voice mail message with details of an absence including name and contact information for the person who is covering for that Local Program staff while they are out of the office, when they are out of the office one (1) business day or more for planned absences.

c. Ensure delegation of AOD approval authority per Department guidance at least one (1) business day in advance for planned absences of one (1) business day or more and as soon as possible for unplanned absences of one (1) business day or more. Delegation is fully completed once a delegation memo (**Attachment T**) has been submitted to and authorized by the Department's Team Leader, returned to delegate, and request for delegation in AOD has been approved by the Department's Team Leader.

d. The Local Program shall be responsible for establishing and maintaining all computer hardware, software, and access necessary for performing the duties under this Contract and establishing and maintaining its own server for connection to Department's network. The Local Program will strictly adhere to all electronic security requirements as currently required and may be imposed by the Department and all conditions as referenced in Florida Administrative Code Rule 74-2.

e. The Department reserves the right to provide partial or full delegation of CCA approval. If the Local Program is given delegation, the Local Program shall designate a central point of contact for this delegation.

f. The Department may assign other site management related activities to the Local Program on an as-needed basis as mutually agreed upon. The Local Program shall perform special technical evaluations, assist the Department with certain administrative tasks, or prepare and submit reports based upon the needs of the Department and the availability and expertise of the Local Program.

g. The Local Program is also responsible for performing all duties incidentally to accomplish the above. Incidental activities include, but are not limited to, maintaining good communication with the Consultants, Department's County Contacts, Department staff, and O/RPs.

h. The Local Program shall provide assistance to the public, and timely respond to the Department's requests related to processing public records requests per Department guidance and statutory requirements. See **Attachment 4**, Public Records Requirements of the Contract.

i. The Local Program shall provide at least one staff member at Department scheduled meetings and all scheduled teleconferences with the Department.

j. If any work proceeds over or adjacent to water, the Local Program shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster'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. In addition, the questions concerning required coverage should be directed to the U.S. Department of Labor or to the parties' insurance carriers.

k. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Local Program's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar

days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Local Program shall include these requirements in any subgrant or subcontract issued for the performance of the work specified in the Scope.

l. If the Local Program is a Florida governmental entity that is self-funded for liability insurance, the below language supersedes Attachment 2, Special Terms and Conditions, paragraph 1.a. through d.

Local Program warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Local Program's officers, employees, servants and agents while acting within the scope of their employment with the Local Program.

B. Reporting Summary

1. On a monthly basis the following documentation will be provided:
    a. Local Program Monthly Invoice, **Attachment G**
    b. Monthly Invoice Summary Form, **Attachment H**
    c. Monthly Invoice Site Report Table, **Attachment I**
    d. Monthly Invoice Employee Report, **Attachment J**
    e. Monthly Status Report, **Attachment K**

2. In addition to monthly documentation, the following documentation will be provided on a quarterly basis:
    a. Quarterly Field Visits and O&M Inspections Report (**Attachment O**)

3. In addition to monthly and quarterly documentation, the following documentation shall be provided on an annual basis on March 1st:
    a. A list of all sites and sub-phases
    b. A list of staff identified by name and position, salary and fringe benefits and overhead. Indicate any current vacancies and the anticipated title, salary and fringe benefits and overhead
    c. Assigned staff qualifications (degree, years of experience, license and current certifications),or required qualifications per job posting for any vacancies.
    d. Assigned staff duties outlined related to fulfilling the Contract.
    e. Number of source properties assigned to each staff.

C. Compensation, Performance Measures, and Financial Consequences

Compensation amounts, Performance Measures, and Financial Consequences will be specified in each executed Task Assignment Notification Form or Task Assignment Change Order Form.

D. Monthly Invoice and Status Report

The Local Program will prepare and submit a monthly invoice (**Attachments G through J)** and Monthly Status Report (**Attachment K**). This monthly invoice and status report should be submitted at the same time per **Attachment 3 Paragraph D** of the Contract.

E. Final Deliverable/Invoice Reconciliation

The final monthly status report submitted for each fiscal year shall reflect the total number of source properties worked on (by highest level of effort as determined at the beginning of the TA or when initially assigned to the Local Program, if assignment is after the TA is executed). If the Local Program's total number of source properties (by highest level of effort as determined at the beginning of the TA or when initially assigned to the Local Program, if assignment is after the TA executed) is less than the number assigned, the level of effort cost associated with the source properties not worked on shall be returned to the Department within sixty (60) calendar days of the Department's request for return of funds.

F. Separate Tracking System

The Local Program is required to have a separate tracking system based on the fiscal year (July 1 – June 30) for PRP cleanup expenditures, or a methodology for tracking PRP cleanup expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and PRP reviews can be accomplished efficiently. The tracking system shall include, at a minimum:

1. Assigned staff identified by name and position;
2. Itemized Employee Payroll Report for all assigned staff;
3. Report of all travel-related expenses;
4. Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
5. Itemized report of all vehicles use and expenditures;
6. Incurred miscellaneous expenses; and
7. Report on monetary balances, if applicable

G. Annual Task Assignment

The Local Program shall provide the following information to the Department by March 1st of the previous fiscal year (i.e., the March 1st that is three months before the next fiscal year's task assignment):

1. A list of eligible sites and a list of Non-Program and voluntary sites in each of the following sub phases (a.-j. below) will be used to develop the Monthly Site Management Rate Calculation Spreadsheet **(Attachment V**) (Note: if there is a source property with more than one active discharge that is managed by the Local Program, the source property should be listed under the category for the site with the highest level of effort.) Only one sub phase per source property can be listed. Note that for Non-Program Sites, phase and sub phase may not be available in STCM and judgment should be used in listing the most appropriate sub phase based on current and previous site activities. For sites in RA phase, STCM may not be the best indicator of sub phase and judgment should be used in listing the most appropriate sub phase based on current, previous and anticipated SOW. For LSAs, list active, assigned LSA sites only. Any additional LSA sites will be added to the task assignment by the Department.

a. Site Assessment (SA)

b. Remedial Action Plan (RAP)

c. Remedial Action Construction (RAC)

d. Operation and Maintenance (O&M)

e. Source Removal (SR)

f. Post Active Remediation Monitoring (PARM)

g. Natural Attenuation Monitoring (NAM)

h. Long Term Natural Attenuation Monitoring (LTNAM)

i. Well Abandonment for Site Closure (WASC)

j. Low Score Assessment (LSA)

2. Staff assigned to perform work under this Contract identified by name and position, salary and fringe benefits and overhead. Indicate any current vacancies and the anticipated title, salary and fringe benefits and overhead.
3. Assigned staff qualifications (degree, years of experience, license and current certifications) or required qualifications per job posting for any vacancies.
4. Assigned staff duties outlined related to fulfilling the Contract.
5. Number of source properties assigned to each staff.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

ATTACHMENT 4

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 and 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:

a. Keep and maintain Public Records required by the Department to perform the service.

b. 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.

c. 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.

d. 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.

e. 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.

f. **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@FloridaDEP.gov
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 B
CONTRACT DEFINITIONS

All definitions contained within chapters 376 and 287, Florida Statutes (F.S.) and in Chapters 62-160, 62-532, 62-771, 62-772, 62-777, and 62-780, F.A.C. are applicable to this Scope of Work

The following terms are defined below for use in this Contract:

Agency Term Contract (ATC or Contract): An agreement between the Department and a Contractor whereby the Contractor agrees to provide petroleum contamination site response action services and an indefinite quantity of commodities or contractual services, on an indefinite delivery schedule, over a specified period of time. Term contracts issued by the Department may also be referred to as an Agency Term Contract. (62-772.200(b) F.A.C.)

Agency Term Contractor (Contractor): A Contractor who has been awarded an Agency Term Contract by the Department to provide petroleum contamination site response action services.

Ariba on Demand (AOD): State of Florida's electronic procurement system. Also referred to as MyFloridaMarketplace.

Consultant: Agency Term Contractor (Contractor) or another qualified contractor.

Cost Center Administrator (CCA): person delegated by the Department to authorize encumbrance of State funds

Contractor's Project Manager: The person designated by the Contractor's Program Manager to manage the contaminated site and interact directly with the DEP's Site Manager on all issues pertaining to the purchase order/task assignment.

Local Government-owned Source Property: a regulated source property owned or directly controlled by the local county government (the Local Government).

Delegatee: User who has been delegated approval authority by another user in MFMP.

Delegator: User who has delegated approval authority to another user in MFMP.

DEP Contract Manager: Department-assigned individual who manages specific contracts and is responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the Contractor. (Section 287.057(14), F.S.)

Department's County Contact: Assigned staff at the Department who work directly with the Local Program

Department's Team Leader: Team Leader of Non-ATC Contracts Team at the Department.

Discharge: includes, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, releasing or dumping of petroleum or petroleum products which occurs and which affects lands and the surface and ground waters.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to the Department when a discharge occurs.

District: Regional office of the Department

Division of Waste Management (DWM): A division within the Department which includes the PRP.

Eligible Petroleum Contaminated Site (Eligible Site): a site that qualifies for IPTF funding

Facility Identification Number (FAC ID#): A nine-digit numbering system which assigns a unique number to each known registered Petroleum Contamination Source Property. This numbering system is generated by the Department.

Field Activities: Including but not limited to site assessment, remedial action, monitoring and site restoration activities taking place on location and not with an office setting.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Contaminated Contract Site (Ineligible Site): see Non-program definition.

Inland Protection Trust Fund (IPTF): the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.

Inspection: In-person observation of the work being performed at a facility.

Institutional Control Registry (ICR): A registry of real properties prepared by DEP to assist with tracking those properties upon which an institutional control has been imposed pursuant to the provisions contained in chapters 376 or 403, F.S. and to allow the public and local governments to monitor the status of those controls. See section 376.303(6), F.S. The Registry website address is https://floridadep.gov/waste/waste/content/institutionalcontrols-registry.)

Level 1 Remedial Action Plan (RAP): used when design of a remediation system is needed to clean up the soil and/or groundwater. The report is used when there is a limited area of relatively low levels of contamination and an evaluation of remedial alternatives is not necessary. The report shall include all appropriate tables, figures, maps, and design drawings. The report must be signed and sealed by a registered P.E.

Level 1 Limited Scope Remedial Action Plan or RAP Modification: used for short term remediation of either a single event or multiple episodic events with portable remediation equipment which does not involve an on-site treatment process for recovered water or air emissions. The use of the report is generally limited to short-term or episodic biosparging with mobile equipment or short-term or episodic biosparging with mobile equipment or short-term groundwater recovery which meets the requirements for interim source removal of Rule 62-780.300(2) where the site could achieve no further action or qualify for Remediation by Natural Attenuation; or modifications that involve mainly minor system changes such as addition of a recover well/sparging well to an existing system with that technology, or adding a treatment process to an existing system which involves one or two items. The report includes updated maps and design drawings. The report must be signed and sealed by a registered P.E.

Level 2 RAP: used when design of a remediation system is needed to clean up the soil and/or groundwater. The report is used when there is a moderate to large area of contamination and a thorough evaluation of remedial alternatives is necessary. The report includes all appropriate tables, figures, maps and design drawings. The report must be signed and sealed by a registered P.E.

Level 2 Limited Scope Remedial Action Plan or RAP Modification: used for a source removal of greater than 200 cubic yards without dewatering design or geotechnical design. The report is also used for modifications such as a limited pumping event which includes on-site treatment and disposal of recovered water or short term intermittent episodic remediation with mobile sparging/SVE system or multi-phase extraction equipment. The report includes updated maps and design drawings. The report must be signed and sealed by a registered P.E.

Level 3 Limited Scope Remedial Action Plan or RAP Modification: used for a soil source removal of greater than 200 cubic yards with dewatering design or geotechnical design, and for large diameter auger soil source removal design. This template is also used for bioremediation or chemical oxidation RAPs. The report must compare the conceptual designs and costs of at least three bioremediation or chemical oxidation vendors and recommend detail design of one based on cost-effectiveness. The report includes all appropriate tables, figures, maps and design drawings. Although the specific design details may be recommended by a vender, the consultant's

P.E. must certify that the design is their own responsibility and the implementation of the design will provide a reasonable assurance of performing complete site rehabilitation in accordance with 62-780, F.A.C. The report must be signed and sealed by a registered P.E.

Level 4 Limited Scope Remedial Action Plan or RAP Modification: used for major modification to an existing remediation system or addition of a different clean up technology to a site with an active remediation system (i.e. add in-situ sparging to a site with multi-phase extraction). The report includes all appropriate tables, figures, maps and design drawings. The report is also used for soil source removal of greater than 200 cubic yards where justification is required for funding and storage system removal and/or replacement, resurfacing, canopy removal and replacement, or other site restoration expenses in which costs will exceed $10,000 or if dewatering and geotechnical design are included. The report must be signed and sealed by a registered P.E.

Local Program: a local government or state agency contracted to provide administration of Petroleum Cleanup Site Management for a particular county(ies).

Local Program Team Leader: Person managing the PRP contract at the Local Program.

MyFloridaMarketPlace (MFMP): The State's electronic procurement system which provides a web-based medium for Customers to exchange products and services. MFMP allows vendors to register to receive notification of competitive solicitation: awarded Vendors to list catalogs of products; and State agencies and Eligible Users to solicit, search, and purchase products; place orders; approve purchases; reconcile invoices; and approve payment all within one system. Users of MFMP can create solicitations in the Sourcing application, and the Analysis application allows for spend analysis and reporting.

Non-Program Site: a site that has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-Program Site Management Procedures (**Attachment S**).

OCULUS: An official and public database for documents and records.

Offsite: Properties other than the source property.

Operation and Maintenance (O&M): Operation and maintenance of the equipment used during active remediation.

Owner/Responsible Party (O/RP): the real property owner, the source property owner, the facility operator, or the discharger, or other person or entity responsible for site rehabilitation unless that entity is the Department.

Petroleum Contaminated Site: (Contaminated Site, Petroleum Contaminated Site or Site): Any contiguous land, sediment, surface water, or groundwater area upon or into which a discharge of petroleum or petroleum products has occurred or for which evidence exists that such a discharge has occurred.

Petroleum Contamination Tracking System (PCT): a Department database that is used to keep track of information regarding petroleum contaminated sites.

Petroleum Restoration Program (PRP): The PRP is a DEP program within the DWM that encompasses the technical oversight, management, and administrative activities necessary to prioritize, assess, and cleanup sites contaminated by discharges of petroleum and petroleum products.

Primary Subcontractor: A subcontractor that will be used to perform professional services under the contract.

Purchase Requisition (PR): A request to procure a commodity or service. Once the requisition completes the approval process, MFMP generates a purchase order.

PR/CO Creator: Staff at the Department who compile all the documents required for a Purchase Requisition or a request for change into one cohesive document, enters data into MFMP and works with the Site Manager to address any issues with the PR.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Property Owner or Real Property Owner: The individual or entity that is vested with ownership, dominion, or legal or rightful title to the property, or which has a ground lease interest in the real property, on which a petroleum discharge has occurred.

Purchase Order: Purchaser's authorization used to formalize a purchase transaction with a vendor in MFMP.

Remedial Action Plans (RAPs): see Chapter 62-780, F.A.C.

Request for Change (RFC): Changes to an existing purchase order or task assignment.

Significant non-compliance (SNC): refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
  These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.

- Significant Non-Compliance - B (SNC – B).
  These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.

- Minor violation – (MIN).
  These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-780, F.A.C.

Site Inspection: An in person or physical field inspection of a site.

Site Manager: The person assigned by PRP that is responsible for all aspects of oversight, management, and communication with the Consultant performing the rehabilitation work for a petroleum contaminated site. The Site Manager may be a contracted employee of the Department.

Site Rehabilitation Completion Orders (SRCOs): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-780, F.A.C. with or without institutional or engineering controls.

Source Property: The property on which the discharge originally occurred.

Stakeholder: An entity whose interests are affected by the Department's actions during the cleanup process.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Subcontractor: Subcontractor(s) intended for non-professional services (e.g., drilling, IDW transport) but which may not be retained for either the term of the Contract or over a prolonged period of the Contract.

Task Assignment (TA): A signed agreement that may be used to contract work under a Master Agreement contract.

Task Assignment Change Order (TACO): Changes to an existing Task Assignment, by making a change to the Task Assignment.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense (100%).

Warning Letter: letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-780 F.A.C. time frames for document submittal are not met.

Work Assigned: The Scope of Work assigned by the Department to the Consultant for completion under a purchase order or task assignment.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Attachment C
Task Assignment

This Task Assignment (TA) is entered into between the Parties named below, pursuant to Contract Number: .

1. TA Number: TA Date:

TA Description:

2. Parties
State of Florida Department of Environmental Protection (Department)
Department's Project Manager: Department's Project Manager's Phone:
Contractor's Name: (Contractor)
Contractor's Project Manager: Contractor's Project Manager's Phone:

3. Project Number
(If different from TA Number)
Project Location(s):

Project Name:

4. As consideration for the services rendered by under the terms of this TA, the Department shall pay the on the following bases, up to the Total TA Value as indicated below:

☐ Fixed Price:
☐ Fixed Unit Rate: *(Extended Price)*
☐ Cost Reimbursement:
Total TA Value: $ 0.00

5. The Parties agree to comply with the terms and conditions of the underlying the Contract, and the following attachments which are hereby incorporated by reference:

✓ Attachment 1:
☐ Additional Attachments (if necessary):

IN WITNESS WHEREOF, this TA shall be effective on the last date signed below.

State of Florida Department of Environmental Protection Department

Name:
Title: Secretary or Designee

(*Authorized Signature*) (*Authorized Signature*)

Date:

☐ Additional signatures attached on separate page.

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Appropriation Category	Grant #	Project #	Year	Amount

☐ Additional Funding Information attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Attachment C-1
Task Assignment Change Order

This Change Order is entered into between the Parties named below and amends the Task Assignment (TA) and any previous TA Change Orders (TACO) as follows:

1. TA Number: TACO Number: Contract Number:
   TACO Description:

2. Parties
   State of Florida Department of Environmental Protection (Department)
   Department's Project Manager: Department's Project Manager's Phone:
   Contractor's Name: (Contractor)
   Contractor's Project Manager: Contractor's Project Manager's Phone:

3. Project Number:
   (If different from TA Number)
   Project Name:

4. ☐ There are no changes to the TA compensation.
   ☐ The compensation of the TA is changed to the amounts indicated below:

	Amended Price	*Price Prior to TACO*	
☐ Fixed Price:			
☐ Fixed Unit Rate:			*(Extended Price)*
☐ Cost Reimbursement:	$ 0.00		
Total TA Value:			

5. ☐ There are no changes to the TA Date.
   ☐ The TA Date is changed from _____ to _____ (a total of _____ days).

6. ☐ There are no changes to the Attachments.
   ☐ Attachment ___ is replaced with Attachment _____.

7. ☐ No Additional Changes.
   ☐ Additional Changes:

8. All other terms and conditions of the TA remain in effect. If and to the extent that any inconsistencies may appear between the TA and this TACO, the provisions of this TACO shall control.

IN WITNESS WHEREOF, this TACO shall be effective on the last date signed below.

	State of Florida Department of Environmental Protection Department
Name:	
Title:	Secretary or Designee
(*Authorized Signature)*	(*Authorized Signature)*
Date:	

☐ Additional signatures attached on separate page.

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Appropriation Category	Grant #	Project #	Year	Amount

☐ Additional Funding Information attached on separate page.

ATTACHMENT D

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

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit. Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (2019-20). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Listed below are examples of types of documentation representing the minimum requirements:

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

(2) Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

(4) Other direct costs: Other direct costs Reimbursement will be made based on paid invoices/receipts and proof of payment processing (canceled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

(6) Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates

must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

The Florida Department of Financial Services, Reference Guide to State Expenditures (November 2022) can be found at the following web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Attachment E- Property Reporting Form

Agreement Number: _____

Please select an option regarding the Equipment Purchase: ◯ Purchases Direct & Retained ◯ Purchases Direct & Returned ◯ Purchases made by Subcontractors

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ **Date:** _____ **Grantee Grant Manager**: _____ **Date:** _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to DEP Directive 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

ATTACHMENT F
LOCAL PROGRAM MONTHLY INVOICE INSTRUCTIONS

Every month, the Local Program shall submit an invoice detailing activities conducted in order to demonstrate execution of their Contract, using the electronic invoice templates provided by the Department.

The Monthly Invoice must include the following Documentation:

I. The Monthly Invoice form (Attachment G)
- Sections A, B and C are required to be completed. Section D is optional. Section E is for Department use only.

II. The Monthly Invoice Cover Summary Form (Attachment H)
- Input data into Fields A.1, A.2, A.3, B.1, B.2, and C
- Fields A, B, C and Total will calculate automatically

III. The Monthly Invoice Site Report Table (Attachment I)
- This table will include all assigned source properties and function as a running total. Each source property should be listed on the table only once. Add and delete rows as necessary to accommodate your county's work load. To consider a site "assigned" to your county, you must have a site manager assigned in STCM.
- The fields shall be completed in the categories specified as follows:
    i. Program-Eligible Sites in Funding Range: A source property that contains a sites that is eligible for state funding
    ii. Non-Program Cleanups: B.1. is for sites not eligible for state funding, and B.2. is for sites that are eligible for state cleanup, but are being cleanup up by the Owner/RP voluntarily, both in funding range, and not within funding range.
    iii. Facility ID number: 9 digit FAC ID
    iv. Site Name: Current site name according to STCM
    v. Site Manager: Last name of site manager
    vi. Program: List eligibility of all discharges being worked on. Use "NP" for non-program discharges
    vii. Score: Highest scoring discharge
    viii. Current Phase: Current phase of discharge with highest level of effort
    ix. % Level of Effort: Use the percentage of base pay per Compensation Structure. For NonProgram sites, enter a formula to multiply the Non-Program rate (.75) by the level of effort rate
    (ex: for SA=(.75)1, NAM=(.75)(.60))
    x. Closure: Put an "X" in the box during the month in which a Closure Order for the site is issued. Remove the "X" the following month.
    xi. Last Action Taken and Date: Enter the activity performed for this site for the current month. **Qualifying activities are defined at the end of these instructions. Only include activity for the current month. <u>Any source property omitted from its applicable Monthly Invoice Site Report must be added to the next invoice submission to the Department, accompanied by a clear notation that the site was not previously reported.</u>

xii. D.R. TAT: Indicate the number of calendar days that the deliverable review referenced in the "Last Action Taken and Date" field took to review. Only indicate TAT for documents specified on the table in Attachment T.

xiv. C.O. TAT: Indicate the number of business days that the change order referenced in the "Last Action Taken and Date" field took to review.

xv. TAT Met?: This is a drop-down menu field. Only "Yes" and "No" are acceptable entries.

- Each month the following information will be updated:
  i. Indicate in bold the sites that were worked on in each month for the first time in the fiscal year. Only these sites will be counted on the Monthly Invoice Cover Sheet, so that the total number of sites worked on should equal the number of sites assigned by the end of the year.
  ii. Include the review date for all deliverable reviews sent within the month in the "Last Action Taken and Date" field.
  iii. Put the issue date and type of closure for any Closure Orders issued that month in the "Last Action Taken and Date" field and put an "X" in the "Closure" field (Column K). Using X's in the "Closure" column will allow the Cover Sheet to automatically add all closures for the month. If this is the first activity done at the site for the fiscal year, it will count as site activity.
  iv. Add any new sites that have been assigned that month.
  v. Any sites that have been closed out (closures issued for all discharges) should be highlighted in gray and remain that way until the end of the fiscal year.
  vi. Update "Site Manager" field for any site manager changes that occurred during the month.
  vii. Update the "Current Phase" field for any sites that change phases. Sites will be paid the same rate for the duration of a task assignment, then each year the rates will be reevaluated with each new task assignment. For this reason, a change in phase does not mean that the site should be moved to a different section on the invoice during an invoice period.

IV. The Monthly Invoice Employee Report (Attachment J)

- Each month, a list of all employees that have worked on Petroleum Cleanup should be listed, with the percentage of their time that was dedicated to Petroleum Cleanup activities. Any person who was dedicated to Petroleum Cleanup activities for less than 100% of their time must have a time sheet submitted as backup.

**Site Activities Required to Report:

- Change Order submitted (submitted to PRP.ChangeOrder email box)
- Deliverable Review issued (submitted to ATC)
- Field Inspection Form filed (in appropriate database as designated by the Department)
- SOW Package submitted (submitted to PRP.SiteManager email box)
- SRCO Issued (signed by Program Administrator and inserted into Oculus)
- Enforcement measures taken/Site referred to District for Enforcement
- Contractor Evaluation Form filed (in Oculus)

Examples of activities not qualified as reportable on invoices:

- Receipt of Deliverable from ATC
- Equipment inventory
- Responding to/Corresponding with FDEP about sites

ATTACHMENT G

LOCAL PROGRAM MONTHLY INVOICE

A.

Invoice No.	DEP Agreement No.	Task No.	Date	Period of Service

Site Name, City, County _____

B. Contractor:

FEID No. _____
Telephone: _____
Contract Manager: _____

Bill To:

Department of Environmental Protection
Petroleum Restoration Program
Non-ATC Contracts Section, MS 4540
2600 Blair Stone Road
Tallahassee, FL 32399-2400

C. Fee Schedule Price:

1. Monthly Base-line Level of Effort amount ……...$_____
2. Amount of released retainage from previous month……..$_____
3. Amount earned in Premiums……..……...$_____
4. Total This Invoice..... $_____
5. Amount of retainage forfeited Fiscal YTD…… $_____
6. Amount of retainage withheld Fiscal YTD……...… $_____

7. Task Assignment previously invoiced amount $_____

D. Contractor Use:

E. DEP Use:

1. Date Invoice Received_____
2. Date(s) Services Rendered_____
3. Date Services Approved_____
4. Performance Certified Satisfactory _____
5. Approval

_____
Contract Manager Signature **Date**

_____
Cost Center Administrator Signature **Date**

6. Final Invoice: YES ☐ NO ☐
7. If Final Invoice:

_____
Program Administrator Level or Higher Signature **Date**

CERTIFICATION: I certify that this monthly gross sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records available for review/audit by the Department.

_____ _____
Signature of Concessionaire Date

_____ _____
Signature of Preparer Date

_____
Preparer Name

Attachment H
Monthly Invoice Summary Form

Local Program Name: _____
Date: _____
Task Assignment Number: _____
Total Sites Assigned to County According to Task Assignment: _____
Invoice Period: From _____ to _____
Cumulative # of Sites Reported in Previous Invoice(s): _____

Site Category:		Number of Sites
A.	**Program-Eligible Sites in Funding Range**	0
	A.1 RAC, O&M and SR Sites	
	A.2 RAP and SA Sites	
	A.3 NAM, PARM, LTNAM and WA Sites	
B.	**Non-Program Cleanups**	0
	B.1 Program-Ineligible Sites	0
	B.1.a. Non-program RAC, O&M and SR Sites	
	B.1.b. Non-program RAP and SA Sites	
	B.1.c. Non-program NAM, PARM, LTNAM and WA Sites	
	B.2 Voluntary Cleanups	0
	B.2.a. Voluntary RAC, O&M and SR Sites	
	B.2.b. Voluntary RAP and SA Sites	
	B.2.c. Voluntary NAM, PARM, LTNAM and WA Sites	
C.	**Site Rehabilitation Completion/LSSI NFA Orders**	0
TOTAL SITES WORKED ON IN CURRENT INVOICE:		#REF!

% of turnaround times met for Deliverable Reviews: _____

% of turnaround times met for Change Orders: _____

Premium Payments:	#	Dollar Amount
1) SRCOs		
2) O&M -> PARM		
3) RAP Approval Order Issued		
4) Site Assessment Completed		

Local Program Name _____
Invoice # _____
Task Assignment # _____

ATTACHMENT I
Monthly Invoice Site Report Table

DATE1/29/2026

A. Program-Eligible Sites in Funding Range

	Type of Site	#	Facility ID No.	Site Name	Site Manager	Program(s)	Score	Current Phase	% Level of Effort	Closure	Last Action Taken and Date	D.R. TAT	RFC TAT	TAT Met?
A.1	***RAC, O&M and SR Sites***													
		1												
		2												
		3												
		4												
		5												
		6												
		7												
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		43												
		44												

Local Program Name _____
Invoice # _____
Task Assignment # _____

ATTACHMENT I
Monthly Invoice Site Report Table

DATE1/29/2026

		45												
		46												
		47												
		48												
		49												
		50												
A.2	***RAP and SA Sites***													
		1												
		2												
		3												
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		5												
		6												
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Local Program Name _____
Invoice # _____
Task Assignment # _____

ATTACHMENT I
Monthly Invoice Site Report Table

DATE1/29/2026

		43												
		44												
		45												
		46												
		47												
		48												
		49												
		50												
A.3	***NAM, PARM and WA Sites***													
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		3												
		4												
		5												
		6												
		7												
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Local Program Name _____
Invoice # _____
Task Assignment # _____

ATTACHMENT I
Monthly Invoice Site Report Table

DATE1/29/2026

		41												
		42												
		43												
		44												
		45												
		46												
		47												
		48												
		49												
		50												

B. **Non-Program Cleanups**

	Type of Site	#	Facility ID No.	Site Name	Site Manager	Program	High Score	Current Phase	% Level of Effort	Closure	Last Action Taken and Date	D.R. TAT	RFC TAT	TAT Met?
B.1	***Program-Ineligible Sites***													
	B.1.a. Non-Program RAC, O&M and SR Sites													
		1												
		2												
		3												
		4												
		5												
		6												
		7												
	B.1.b. Non-Program SA and RAP Sites													
		1												
		2												
		3												
		4												
		5												
		6												
		7												
		8												
		9												
		10												
	B.1.c. Non-Program NAM, PARM, LTNAM and WA Sites													
		1												
		2												
		3												
		4												
		5												
		6												
		7												
		8												
B2.	***Voluntary Cleanups***													

Local Program Name _____
Invoice # _____
Task Assignment # _____

ATTACHMENT I
Monthly Invoice Site Report Table

DATE1/29/2026

B.2.a. Voluntary RAC, O&M and SR Sites													
	1												
	2												
	3												
	4												
	5												
	6												
B.2.b. Voluntary SA and RAP Sites													
	1												
	2												
	3												
	4												
	5												
	6												
	7												
	8												
	9												
B.2.c.Voluntary NAM, PARM, LTNAM and WA Sites													
	1												
	2												
	3												
	4												
	5												
	6												
	7												
	8												
	9												
	10												

Local Program Name _____
Invoice # _____
Task Assignment # _____

Attachment J
Monthly Invoice Employee Report

DATE1/29/2026

Please list all employees who have worked on Petroleum Cleanup for the current month:

*Time sheets must be attached for all employees who work on Petroleum Cleanup for less than 100% of their time.

Employee Name:	Percentage of Time - Petroleum:

Attachment K

Monthly Status Report

Local Program Name:_____
Invoice # :_____
Task Assignment # :_____

I. Please provide a monthly update on the following topics:

A. Total Number of source properties worked on during Fiscal Year to date:

B. Number of source properties assigned to each site manager:

II. Please provide information as it applies:

A. Staffing updates including new hires/termination:

B. Any comments or explanations the Local Program would like to provide regarding deliverable reviews or change orders for which the turnaround time was not met:

C. Any other contract-related updates the Local Program would like the Department to be aware of:

III. Premium Payment Table:

County Code	Facility ID	Type of Incentive	Order Clerked Date, PO Issue Date, etc.

Attachment L

COUNTY Employee Requesting access to Waste Applications
This includes services such as; new accounts, modifications to existing accounts, and termination of an account.
Once the form has been completed, please email it to: Waste Operations

COUNTY EMPLOYEES REQUESTING A SWIFT, SWIFTHW, OR FIRST ACCOUNT
We will provide the username and password, that will be needed to complete the registration process through the DEP Business Portal
Waste Operations has to be notified the registration is completed before our team can complete the account creation

First Name: *

Middle Initial: *

Last Name: *

Employer: *

Address: *

City: *

Zip Code: *

Phone Number: *

Extension:

FAX:

Title: *

Employee's Email Address: *

Employee's Supervisor's Email address: *

Account Type: *

Create

Termination for SWIFT, SWIFTHW and/or a FIRST users: YOU MUST PROVIDE THE NEEDED INFORMATION

- ☐ SWIFT
- ☐ SWIFTHW
- ☐ FIRST

Termination for SWIFT, SWIFTHW and/or a FIRST users: YOU MUST PROVIDE A NAME TO ASSIGN OPEN ACTIVITES TO:

If this is a request for a termination of a supervisor that have subordinates with a SWIFT, SWIFTHW and/or a FIRST account we need to update the application(s), please provide a name to assign as supervisor

ORACLE APPLICATIONS REQUEST: (Query or Update)

Need Query Roles

- ☑ STCM
- ☐ WebPoint
- ☐ COMET
- ☐ WACS
- ☐ FIESTA/FDM
- ☐ CHAZ
- ☐ CSQG
- ☐ PA

Need Update Roles for:

- ☑ STCM (Site Manager)
- ☐ WebPoint
- ☐ COMET
- ☐ WACS
- ☐ FIESTA/FDM
- ☐ CHAZ
- ☐ CSQG
- ☐ PA

***This will require an exosphere and oracle account both of these type accounts have different passwords.

Second page for iSWIFT, SWIFTHW, FIRST and/or Oculus accounts.

Once you have received your exosphere username and password for SWIFT or FIRST accounts you must go into the Portal and register, Once you have completed the registration, you will need to notify our team by email in order for us to complete the process.

SWIFT/SWIFTHW ACCOUNT NEEDED:

SWIFT ACCESS

- ☐ SW
- ☐ HW
- ☐ BOTH

TYPE OF ACCESS(

- ◯ Read Only
- ◯ Inspector
- ◯ Limited Inspector (HW Users Only)

Device Access

- ☐ Desktop
- ☐ Toughpad
- ☐ Both

SKILL LEVEL

County(s):

DEP District Director's Name:

Supervisor's Name:

DEP District Solid or Hazardous Waste Program Manager

FIRST ACCOUNT NEEDED

FIRST Account Access

- ◯ Read Only
- ◯ Inspector

Device Access

- ☐ Desktop
- ☐ Toughpad
- ☐ Both

SKILL LEVEL

- ☐ Entry
- ☐ Experienced
- ☐ Advanced

District Access Needed for:

Additional Needs (FIRST)

- ☐ District Enforcement Assign
- ☐ District Enforcement Submit
- ☐ QA/QC Inspector
- ☐ Engineering Request

Supervisor's Name:

DEP District Tank Manager

County(s):

Specific Facility (outside your normal county area):

OCULUS ACCOUNT INFORMATION:

Primary Program Area(s)

- ☐ Storage Tanks
- ☐ Hazardous Waste
- ☐ Solid Waste
- ☐ Waste Cleanup

Oculus Needs:

- ☐ Pre-Indexing
- ☐ Insert
- ☐ View Only

View rights in all waste program areas

- ◯ Yes
- ◯ No

Attachment M

Petroleum Restoration Program

Property Owner/Responsible Party Communication Plan

Overview

The Petroleum Restoration Program (PRP) has historically relied on the clean-up contractor community to communicate with property owners/responsible parties (POs/RPs) on behalf of the Department of Environmental Protection (Department). Although the Department is ultimately responsible for administering the Inland Protection Trust Fund and the clean-up of eligible petroleum contaminated sites, the Contractor Designation Form process under the Preapproval Program (s. 376.30711, F.S.), led the contractor community to be a primary source of program information to POs/RPs.

In 2014, the Legislature fundamentally shifted the manner in which the Department administers the Inland Protection Trust Fund for the remediation of petroleum contaminated sites. The Preapproval Program was repealed, including the Contractor Designation Form process, and the Department was required to competitively procure clean-up contracts for site remediation under s. 287, F.S. This shift allowed the Department to take a more proactive role in all aspects of site remediation, including contractor selection.

The Property Owner/Responsible Party Communication Plan provides the necessary framework for the Department to be the primary source of communicating all aspects of the program with POs/RPs. The Department continues to value the important role of the Agency Term Contractors (ATCs) and encourage strong communication between the ATCs and the POs/RPs.

Site Access

Communication with the PO/RP starts with the Department establishing site access. Many POs/RPs of low-scored sites have not had any communication with the Department since they first received eligibility. With the implementation of the Low-Score Assessment, they are now being contacted by the Department to establish site access. The Site Access Plan (dated XXX) outlines the steps the Department is taking obtain site access, which begins with communication between the Department and POs/RPs.

Site Management

Once the access agreement is received by the Department it is processed and a site manager is assigned within 30 calendar days of assignment, the PO/RP will be contacted by the site manager. The site manager is responsible for overseeing the clean-up activities of petroleum contaminated sites, from the preparation of scopes of work through site closure. To ensure POs/RPs are in communication with the Department throughout the entire process, site managers are, at a minimum, required to contact POs/RPs according to the following schedule:

1. Site Assignment - Site managers must contact the PO/RP via phone and/or email within **30 calendar days of site assignment**. Site managers must provide the PO/RP with their contact information and provide a general overview of the site and the Department's objectives in remediating the contamination. The site manager must inform the PO/RP that the Department is responsible for mitigating the potential risk of contamination associated with the site. Closure criteria may also be discussed at this time. If the site is subject to a co-payment or funding cap, this information should also be discussed. If the site is subject to a deductible, the site manager must confirm that it has been paid or review the payment plan with the PO/RP.

2. Following the completion of each Purchase Order (PO) - Once the PO is complete and the deliverable has been received by the Department; the site managers must contact the PO/RP to discuss the results of the last event and explain the next steps in site rehabilitation. The site manager must also complete the Contractor Performance Evaluation Form with the PO/RP.
3. Pre-RAP Phase - For sites that require remedial action, the site manager must contact the PO/RP to discuss the remedial action options.
4. At any point the site manager feels a conversation with the PO/RP is necessary, then the site manager must contact them and record the conversation in the phone log.

Communication Logs and Tracking

Site managers must document their conversations with the Owner/RP on the Communication Log (Attachment N), a fillable form that must be uploaded into an appropriate database as designated by the Department after completion and Team Leader approval. The log must include the information the SM provides to the Owner, and the response, questions, and comments the Owner may have for the Department. The communication log should be completed:

- Within 30 days of a new/existing site being assigned to the SM;
- When the PO has been completed;
- During the pre-RAP phase; and
- Any time the SM contacts the site Owner/RP.

It is important for the SM to be descriptive in the Communication Log so the record clearly indicates the information provided to the Owner, as well as the Owner's response.

- **Non-Response** - SMs must make a concerted effort to contact Owners via email or phone. In the event the Owner is not responding to either email messages or phone calls, the SM must still document all the attempts in the Communication Log.

All Communication Logs must be submitted for approval and uploaded into an appropriate database as designated by the Department. Once the SM has completed a communication log, it should be routed to the Team Leader for approval. A check box is included on the form to confirm the Team Leader or county team leader has reviewed it. The Team Leader or county team leader (or appointed person) approval, the document will be uploaded into an appropriate database as designated by the Department and cataloged as follows:

- Catalog: “Storage Tanks”;
- Profile: “Administrative”;
- Document Type: “Meeting Related”;
- Document Subject: “PO/RP Communication Log”

Majors Facilitator Option

The PRP Majors Facilitator Option will assign a single point of contact to Owner/RP that have at least 20 sites (referred to as “Majors”), or Owner/RP of transportation or port facilities. The facilitator does not take the place of the assigned SM but will assist with resolving issues that may come up during cleanup and provide support to Owner/RP on a more global basis.

Qualifying Owner/RPs have been sent a letter from DEP that explains the facilitator option and have been given the opportunity to request a facilitator. Owner/RPs that request a facilitator must provide DEP with a list of all eligible facilities before a facilitator will be assigned.

COMMUNICATION LOG

Facility ID: _____ **Current PO#:** _____
Facility Name: _____ **Site Manager:** _____
Facility Address: _____ **Team Leader:** _____
_____ **Team/LP:** _____

Discharge(s):

Date	Program	Score

Owner/Responsible Party Information		
Person 1		**Current Owner?**
Name & Title:		
Company:		
Address:		
Phone:		
Email:		
Person 2		**Current Owner?**
Name & Title:		
Company:		
Address:		
Phone:		
Email:		
Person 3		**Current Owner?**
Name & Title:		
Company:		
Address:		
Phone:		
Email:		
Person 4		**Current Owner?**
Name & Title:		
Company:		
Address:		
Phone:		
Email:		

COMMUNICATION LOG

Person 5	Current Owner?
Name & Title:	
Company:	
Address:	
Phone:	
Email:	

Contact Attempts			
Date	Person Contacted	Method	Conversation Details

COMMUNICATION LOG

Reviewed by [add 'Team Leader' at top of sheet] **:** ☐
Team Leader

Review Date:

Local Program Name:_____
Date:_____
Quarter Reporting:_____

Attachment O
Quarterly Site Visit/O&M Inspection Report

Instructions: Please list each source property only once and do not include source properties that were listed on previous reports for the current fiscal year. "Date" shall refer to the date of the field visit / O&M inspection form in an appropriate database as designated by the Department. If multiple inspections were completed during the quarter, use the date listed on the earliest field visit/O&M inspection form. "Inspected By" shall refer to the name of the individual who performed the field visit/O&M inspection. In the Visit/Inspection field, select either "Field Visit" or "O&M Inspection" from the drop-down menu. Add cells as necessary by copying the last blank row, moving the cursor to the right of the last cell and press the "enter" key. Then paste the last blank row into the new row.

Facility ID	Source Property Name	Date	Inspected By:	Visit/Inspection

ATTACHMENT P
SITE VISIT FORM

The Field Inspector's primary role is to observe. Inspectors may not authorize changes in scope of work, offer advice, or interfere in contractor work. Field Inspectors must obtain a copy of the Work Order or Task Assignment (WO or TA) for the scope of work to be observed. The field inspector will review the WO/TA prior to arrival and will have it onsite. If anything is observed that requires immediate attention, the inspector will contact the FDEP Site Manager. This form is a summary of observations made during the site visit. Full details are provided in the inspector's log book. A copy of the inspector's log book pages and any photographs taken for this inspection are attached.

INSPECTOR / TEAM: INSPECTION DATE(S): PREPARED DATE:

SITE IDENTIFICATION

FAC ID:
SITE NAME:
ADDRESS:
CITY:
COUNTY:
SCORE:

DEP SITE MANAGER / TEAM:
CURRENT BUSINESS NAME:
FACILITY STATUS: ○ Active Fuel Dispensing ◉ Active, Not Fuel Dispensing ○ Closed

WORK ORDER

WO or TA #: EVENT #:

CONSULTANT

COMPANY NAME: AECOM PROJ. MANAGER:
NUMBER of REPRESENTATIVES: FIELD LEAD:

SUBCONTRACTOR(S)

COMPANY NAME: NUMBER of REPRESENTATIVES:

SCOPE OF WORK OBSERVED (details on following pages)

- ☐ **Assessment:** ☐ MW Installation ☐ Groundwater Sampling ☐ Soil Boring Installation ☐ Soil Sampling
- ☐ **Remediation:** ☐ Soil Excavation ☐ Remedial Construction ☐ VE Well Install ☐ AS Well Install ☐ Injection Well Install ☐ Recovery Well Install
- ☐ **Pilot Testing:** ☐ In-situ AS ☐ MPE ☐ SVE ☐ Biosparge ☐ GW Recovery ☐ Bio-Remediation ☐ Bio-Venting ☐ Other:
- ☐ **Post Remedial Monitoring:** ☐ Groundwater Sampling ☐ Soil Sampling
- ☐ **Natural Attenuation Monitoring:** ☐ Groundwater Sampling ☐ Soil Sampling
- ☐ **Other:**

GENERAL ISSUES (If "No" or "N/A" is selected, describe issues in Comments section.)

Are digital photos attached to this report?	◉ Yes	○ No	
Were BPSS guidance and Preapproval SOP procedures followed?	○ Yes	○ No	◉ N/A
Did the contractor request that the inspector sign the Health & Safety Plan?	○ Yes	○ No	◉ N/A
Did the inspector make contact with the site owner or facility representative?	○ Yes	○ No	◉ N/A
Does the site map appear accurate?	◉ Yes	○ No	○ N/A
Does the area map appear current (adjacent properties)?	◉ Yes	○ No	○ N/A

INSTRUMENTS & EQUIPMENT

CONSULTANT INSTRUMENTS/EQUIPMENT USED:

☐ OVA/PID ☐ Multi-Meter ☐ Oil-Water Probe ☐ Datalogger ☐ Turbidity Meter

☐ Other:

Instrument calibration onsite observed? ○ Yes ○ No ◉ N/A

SUBCONTRACTOR INSTRUMENTS/EQUIPMENT USED:

Instrument calibration onsite observed?

Field Inspection Summary Form

EXPECTED START DATE: Expected Event Duration: days ○ Yes ○ No ◉ N/A
ACTUAL START DATE:

ACTIVITIES OBSERVED / COMMENTS:

INSPECTION DATE:
EXPECTED START TIME:
OBSERVED TIMES: On Site Off Site
INSPECTOR:
CONTRACTOR:
SUBCONTRACTOR:

WEATHER:

ACTIVITIES OBSERVED / COMMENTS:

INSPECTION DATE:
EXPECTED START TIME:
OBSERVED TIMES: On Site Off Site
INSPECTOR:
CONTRACTOR:
SUBCONTRACTOR:

WEATHER:

ACTIVITIES OBSERVED / COMMENTS:

INSPECTION DATE:
EXPECTED START TIME:
OBSERVED TIMES: On Site Off Site
INSPECTOR:
CONTRACTOR:
SUBCONTRACTOR:

WEATHER:

Attachment Q: PETROLEUM CLEANUP O&M INSPECTION FORM

INSTRUCTIONS: This form documents remedial system inspections performed by the O&M Inspectors and is designed to be completed electronically. Prior to mobilization, the contractor representative shall be contacted and invited to be present during the inspection. Inspectors shall review equipment inventory records and obtain schematics and drawings of the site and remedial system to aid in the inspection. Digital photographs with captions are required to document site conditions and any problems that are identified. **Note: Inspectors shall not make adjustments to remedial systems and shall not turn a system on or off. Inspectors shall call the contractor representative and/or program site manager if a system requires immediate attention.**

Site Name:		**Inspector:**	
Fac ID No.:		**Inspection Date:**	**Time:**
Site Score:		**Contractor Name:**	
Street Address:		**Contractor Reps on site:**	
City, County:			
Site Manager:		**Others on site:**	
Team/LP:		**Prepared Date:**	

Purpose of Inspection:
- ☐ Routine System Inspection
- ☐ System Startup/Equipment Inventory
- ☐ Observe O&M
- ☐ Site Manager Request

O&M Site Category
- ☐ Remedial Action Initiative (RAI)
- ☐ Program Site - non RAI
- ☐ PBC
- ☐ Owner Funded

Petroleum Site Status: (Fuel dispensing)
- ☐ Active
- ☐ Inactive
- ☐ Vacant

Current WO or TA# _____

System Compound: ☐ Wood Fence ☐ Chain Link Fence ☐ Enclosed Bldg or Trailer ☐ Roof or Cover ☐ Other _____

Equipment Inventory: ☐ DEP Equipment ☐ Leased Equipment

	Decal #	Serial #	Component or System	Manufacturer, Make, Model	Decal Match
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

* If decal is missing or does not match system component, see comments for more info.

		Comments
Are all of the items on the inventory checklist present at the site?	Yes	
Do the serial numbers match the published inventory list?	Yes	
Is all of the equipment in use?	Yes	

Operation and Maintenance Requirements Check List

	Security		Comments
1	Is the compound fence closed and locked?		
2	Is the compound fence in good condition (missing panels or boards, gate closes, etc)?		
3	Is system enclosure/trailer closed and locked?		
4	Is control panel closed and locked?		
5	Are treatment wells secure and/or bolted down?		
6	Are monitoring wells secure with zip-ties?		
7	Have proper hurricane/wind protection measures been installed (strapping, tie-downs, etc.)?		

	System Operation & Condition		Comments
8	Control panel alarm free?		
9	Is the system currently running?		
10	Is there an hour meter present for each process?		
11	Are the hour meters operational if system is running?		
12	Are there flow meters present?		
13	Are the flow meters clean?		
14	Are the flow meters operational? (One unserviceable flow meter allowable)		
15	Are site glasses clean?		
16	Have all issues from previous inspections been resolved?		
17	Is the equipment free of oil leaks?		
18	Is the noise level normal for the technology in-use?		
19	Are the belts free from excessive play?		
20	Are the drive systems free from excessive vibration?		
21	If present, are the grease fittings wet?		
22	If present, is the carbon vane and filter maintenance recorded?		
23	Are the filter pressure drops normal?		
24	Are the float switches accessible for maintenance?		
25	Is the system free of obvious fouling?		
26	If present, are bag filters flowing and operational?		
27	Is the site free of any sub-standard repairs? (duck tape, wire, etc.)		
28	Is the site free from any leaking pipes or leaking equipment?		
29	Is the gallery (if present) free from pooling or flooding?		
30	Are all of the well pads installed per DEP Specifications?		
31	Do the treatment wells appear to be installed to RAP Specifications?		
32	Are the treatment wells free from leaks at the wellhead?		

	Housekeeping & Safety		Comments
33	Are there obvious trip hazards at the site or in the compound?		
34	Are there moving parts without guards (unprotected belts, fans, etc)?		
35	Is the system trailer free of clutter and accessible to record parameters?		
36	Any signs of stinging plants or animals inside compound?		
37	Site free from excessive trash or weed/tree growth in the compound?		
38	Site free from old run-out parts?		
39	Site free from used drums with content?		
40	Are treatment wells free of excessive water, trash or roots?		
41	Are treatment wells easily located and accessible (buried, unmaintained wooded area)?		
42	Can treatment well vaults be easily opened?		

	Documentation		Comments
43	Is there a system manual in the enclosure?		
44	Is there a maintenance log on site?		
45	Is the maintenance log current?		
46	Is there a written maintenance plan available that matches system manual recommendations?		
47	Does the maintenance plan agree with the maintenance log?		
48	Do site maps match current site and well configurations?		

Additional Comments (refer to item number):

ec: WRS Equipment Inventory Specialist
PRP Site Manager
Oculus

PETROLEUM CLEANUP O&M INSPECTION FORM - SYSTEM PERFORMANCE SECTION

Site Name: 0 | Inspector: Ken Starling
FAC ID No.: 000000000 | Inspection Date: 0 | Time: 12:00 AM

Electric Meter Reading _____ KW Hrs _____ kW | Telemetry Present ☐ Yes ☐ No

Sound Level Readings _____ dBA _____ dBC

Cooling Air Inlet Screens ☐ Clean ☐ Dirty ☐ Clogged | Comments: _____

Enclosure Cooling Unit ☐ Running ☐ Not Running ☐ No Fan | Comments: _____

Enclosure Temperature _____ °F | Outside Air Temperature _____ °F

Are equipment control switches in "AUTO" position? ☐ Yes ☐ No | Exceptions: _____

Is system documentation on site? ☐ Yes ☐ No | Comments: _____

Power Outage Counter _____ | Power Outage Timer _____ Hours

Is system in active O&M? ☐ Yes ☐ No

Air Sparging-Bio Sparging

Running on Arrival? ☐ Yes ☐ No

Press Gauges Located at ☐ Compound ☐ Well Vaults ☐ No Gauges | Manifold Located ☐ Inside Trailer/Building ☐ Outside Enclosure

Flow Meters Located at ☐ Compound ☐ Well Vaults ☐ No Meters | AS Well Flow ☐ Direct Read Gauges ☐ Calculation ☐ No Gauges

H.E. Temp In/Out			°F	H.E. Pressure In/Out			PSIG AS Zone #1
H.E. Fan Status	☐ Running	☐ Not Running		H.E. Cooling Air Flow	☐ Clean	☐ Dirty	☐ Clogged
H.E. Temp In/Out			°F	H.E. Pressure In/Out			PSIG AS Zone #2
H.E. Fan Status	☐ Running	☐ Not Running		H.E. Cooling Air Flow	☐ Clean	☐ Dirty	☐ Clogged

	ACFM	Press	Temp °F	SCFM	Filter DP	Condition	Amps	Comments & Description	Hour Meter
System		0.0		0.0					
Zone #1				0.0					
Bleed Air				0.0			NA		
Zone #2				0.0					
Bleed Air				0.0			NA		

AS System Well Information

Well ID	ACFM	Press (Encl) psig	Sparge Air Temp °F	SCFM	Press (Well) psig	Vault/Handhole Condition SAT	Vault/Handhole Condition UNSAT	Wellhead Condition SAT	Wellhead Condition UNSAT	Comments
SP-1				0.0						
SP-2				0.0						
SP-3				0.0						
SP-4				0.0						
SP-5				0.0						
SP-6				0.0						
SP-7				0.0						
SP-8				0.0						
SP-9				0.0						
SP-10				0.0						
SP-11				0.0						
SP-12				0.0						
SP-13				0.0						
SP-14				0.0						
SP-15				0.0						
SP-16				0.0						
SP-17				0.0						
SP-18				0.0						
SP-19				0.0						
SP-20				0.0						
Total	0.0			0.0						

NG = No Gauge M = Gauge Malfunction I = Gauge Inaccessible RNT = Reading Not Taken NI = Not Inspected

Notes: Deep AS flow meters are Dwyer VFC-121 meters.
SCFM calculations made using Dwyer conversion formula.

Comments:

PETROLEUM CLEANUP O&M INSPECTION FORM - SYSTEM PERFORMANCE SECTION

Site Name: 0 | Inspector: Ken Starling
FAC ID No.: 000000000 | Inspection Date: 0 | Time: 12:00 AM

Vapor Extraction System | Running on Arrival? ☐ Yes ☐ No | MPX/Dual Phase? ☐ Yes ☐ No

Vacuum Gauges Located at: ☐ Compound ☐ Well Vaults ☐ No Gauges

Manifold Located: ☑ Inside Trailer/Building ☐ Outside Enclosure

Flow Meters Located at: ☐ Compound ☐ Well Vaults ☐ No Meters

VE Well Flow: ☐ Direct Read Gauges ☐ Calculation ☐ No Meters

	ACFM	Vac "WC	Temp °F	SCFM	Filter DP	Condition	Amps	Comments & Description	Hour Meter
System				0.0					
Blwr 1				0.0					
Blwr 2				0.0					
Dilution				0.0			NA		
MS Tank				0.0	N/A		NA		

MS Pump Totalizer _____ gals | Unsat | NA

☐ Running ☐ Not Running _____ PSIG

Groundwater Extraction Systems

System Flow Rate _____ gpm | SystemTotalizer _____ gals | System Pressure _____ "H2O

MS Water Treatment ☐ Carbon ☐ Chemical Treat ☐ OWS ☑ None ☐ Other _____

☐ Air Stripper | Pressure _____ psi | Flow _____ gpm

Stripper Condition _____ | Fouling _____

MS Water Disposal ☐ Infiltration Gallery ☐ External Tank ☐ Surface Water/NPDES ☑ Sanitary Sewer

☑ Injection Well ☑ Other _____

External Tank Size: _____ gal | Current Level At: _____ gal

Groundwater Effluent Totalizer: _____ gal | Effluent Pressure: _____ psi

		Condition	Comments & Description	Hour Meter
Injection Well #1 Pressure:	psi	☐ Sat ☐ Unsat		
Injection Well #2 Pressure:	psi	☐ Sat ☐ Unsat		
Injection Well #3 Pressure:	psi	☐ Sat ☐ Unsat		

Off Gas Treatment | Running on Arrival? ☐ Yes ☐ No (for oxidizer)

☐ Carbon Vessel | Is the Carbon currently plumbed into the system? ☐ Yes ☐ No | # Vessels _____

Pre-carbon Pressure _____ psi | Mid-Carbon Pressure _____ psi | Effluent Pressure _____ psi

☐ Thermal Oxidizer ☐ Catalytic Oxidizer | Hour Meter-Oxidizer _____ | Effluent Flowrate _____ scfm

Comments:

Did contractor demonstrate fail-safe/interlock mechanisms ☐ Yes ☐ No ☐ Contractor not on site

PETROLEUM CLEANUP O&M INSPECTION FORM - SYSTEM PERFORMANCE SECTION

Site Name:	0	Inspector:	Ken Starling
FAC ID No.:	000000000	Inspection Date:	0
		Time:	12:00 AM

Soil Vapor Extraction Wells

Well ID	Diff Press	ACFM	Vacuum (Encl)	Influent Temp	SCFM	Vacuum (Well)	Vault/Handhole Condition		Wellhead Condition		Comments
	" WC		" WC	°F		" WC	SAT	UNSAT	SAT	UNSAT	
VE-1					0.0						
VE-2					0.0						
VE-3					0.0						
VE-4					0.0						
VE-5					0.0						
VE-6					0.0						
VE-7					0.0						
VE-8					0.0						
VE-9					0.0						
VE-10					0.0						
VE-11					0.0						
VE-12					0.0						
Total		0			0.0						

NG = No Gauge M = Gauge Malfunction I = Gauge Inaccessible RNT = Readings Not Taken NI = Not Inspected

Comments:

Groundwater Recovery Wells

Well ID	Pnuematic Press	Flow	Vacuum (Encl)	Influent Temp	SCFM	Vacuum (Well)	Vault/Handhole Condition		Wellhead Condition		Flow Totalizer
	psi	gpm	" WC	°F		" WC	SAT	UNSAT	SAT	UNSAT	gal
RW-1					0.0						
RW-2					0.0						
RW-3					0.0						
RW-4					0.0						
RW-5					0.0						
RW-6					0.0						
RW-7					0.0						
RW-8					0.0						
RW-9					0.0						
RW-10					0.0						
RW-11					0.0						
RW-12					0.0						
Total		0			0.0						

NG = No Gauge M = Gauge Malfunction I = Gauge Inaccessible RNT = Readings Not Taken NI = Not Inspected

Pnuematic pressure is the line pressure applied to pnuematic pumps by system air compressor.

Comments:

PETROLEUM CLEANUP O-M INSPECTION FORM - MONITOR WELL DATA

Site Name: 0
FAC ID No.: 000000000
Inspector: 0
Inspection Date: 01/00/00

Monitor Wells								
Well ID	DTW	Vacuum	Pressure	Handhole Condition		Wellhead Condition		Comments
	ft	" WC	" WC	SAT	UNSAT	SAT	UNSAT	

Petroleum Cleanup O&M Inspection Form
State Property Inventory Verification

FDEP Petroleum Restoration Program

O&M Inspection Photos

SITE PHOTOGRAPHS PAGE 1

Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

FDEP FAC ID#	000000000
INSPECTOR:	#REF!
FDEP MANAGER:	0

FDEP Petroleum Restoration Program

O&M Inspection Photos

SITE PHOTOGRAPHS PAGE 2

Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

FDEP FAC ID#	000000000
INSPECTOR:	#REF!
FDEP MANAGER:	0

FDEP Petroleum Restoration Program

O&M Inspection Photos

SITE PHOTOGRAPHS PAGE 3

Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

FDEP FAC ID#	000000000
INSPECTOR:	#REF!
FDEP MANAGER:	0

FDEP Petroleum Restoration Program

O&M Inspection Photos

SITE PHOTOGRAPHS PAGE 4

Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

FDEP FAC ID#	000000000
INSPECTOR:	#REF!
FDEP MANAGER:	0

Instructions on the use of this form:

SCFM Calculations:

SCFM is automatically calculated using the Ideal Gas Law based on the ACFM (indicated CFM on the meter), the pressure at the flow measuring device, and the temperature of the gas. Units are **CFM for flow**, **psig for pressure**, **inches of WC** for vacuum, and **degrees F** for temperature. If no value is entered into the pressure or temperature boxes, the calculation assumes a value of 0 psi (or 0" WC vacuum) for the pressure (or vacuum) and 0°F for the temperature.

Alternate formulas are provided for Dwyer Piot tubes and direct read flow meters.

Standard pressure for SCFM is 14.7 psia and standard temperature is 60°F.

One of the following values must be entered into the ACFM box if a pressure (vacuum) or temperature is entered into a box on the same line:

NG (No Gauge)
M (Malfuntion gauge)
I (Inaccessible gauge)
a value for ACFM

Sections of Page 2 can be deleted if they are not applicable. For example, the Groundwater System section can be deleted if there is no groundwater system installed at the site. The forced page break on Page 2 can be removed or relocated as necessary.

The AS Wells, RW-SVE Wells, and Monitor Wells sheets can be modified to add additional rows if needed. Since the AS Wells and RW-SVE Wells sheets contain formulas in the SCFM cells, it is recommended that rows be copied and inserted ("Insert Copied Cells") so that the formulas are also copied.

The units for the filter differential pressure (Filter DP) on Page 2 should be indicated in the box (i.e., 5" WC, 5" Hg, 5 psi, etc.).

State Property Inventory: The state property inventory from the DEP equipment website (www.depeq.com) can be copied/pasted into the INVENTORY sheet. This is done by:

1. Pull up the inventory for the site using the website procedures.
2. Click on "Printable Version".
3. Right click anywhere in the equipment list.
4. From the pop-up menu, select "Select All"
5. Put the mouse pointer over any highlighted item and right click again.
6. Select "Copy" from the pop-up menu.
7. Open the Inventory page in the Excel spreadsheet.
8. Left click the top left box to select it.
9. With the mouse pointer still in the top left box, right click.
10. Select "Paste" from the pop-up menu.

Flow Conversion Formulas

VACUUM Flows

Diff Press	ACFM	Vacuum	Flow Temp	SCFM	Comments
" WC		" WC	°F		

Flow Conversion Formulas

PRESSURE Flows

Diff Press	ACFM	Pressure	Flow Temp	SCFM	Comments
" WC		PSI	°F		

ATTACHMENT R

LOCAL PROGRAM
NON-PROGRAM SITE MANAGEMENT PROCEDURES

The following are procedures to be taken for management of non-program sites. In order to assure and validate that these procedures are consistently followed, it will be necessary for the Local Program to establish a tracking system of the actions taken on non-program sites and the dates those actions were taken.

1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), the Local Program shall send out a Site Assessment Report (SAR) initiation letter.

2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, the Local Program shall send follow up letter if confirmation letter is not received.

3. If a response to follow up letter is not received within ten (10) days of due date, the Local Program shall refer site to the DEP District and copy the Department for enforcement action.

4. The Local Program shall track the due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after SAR initiation letter), send out warning letter within ten (10) days to the person(s) on the DRF.

5. If the warning letter is not responded to within ten (10) days, the Local Program shall refer the non-program site to the DEP District and copy the Department for enforcement action.

6. The Local Program shall review the, SAR within thirty (30) days of receipt, approve or issue comments, and record dates of receipt and comments or approval in STCM. The Local Program shall track due date for SAR Addendum if applicable.

7. If applicable, the Local Program shall review the SAR Addendum within thirty (30) days of receipt. he Local Program shall record date of SAR Approval letter in STCM.

8. If applicable, the Local Program shall the track the due date for Remedial Action Plan (RAP) (ninety (90) days after SAR approval date) and issue warning letter within ten (10) days of due date if the RAP is not received.

9. The Local Program shall review the RAP within forty-five (45) days of receipt and issue comments or RAP Approval Order. The Local Program shall track due date for RAP Addendum if applicable.

10. If applicable, the Local Program shall review the RAP Addendum within thirty (30) days of receipt and issue comments or RAP Approval Order.

11. The Local Program shall the input the date of RAP Approval in STCM and track due date for system startup report (one hundred twenty (120) days from RAP approval date).

12. The Local Program shall review status reports within thirty (30) days of receipt and issue comments or acceptance letter. The Local Program shall record dates of receipt and comments or approval in STCM.

ATTACHMENT R

LOCAL PROGRAM
NON-PROGRAM SITE MANAGEMENT PROCEDURES

13. The Local Program shall review RAP Modification proposals within thirty (30) days of receipt and issue approval or comments. The Local Program shall record dates of receipt and comments or approval in STCM.

14. The Local Program shall review post-remediation monitoring proposal within thirty (30) days of receipt and issue comments or approval. The Local Program shall record dates of receipt and comments or approval in STCM.

15. The Local Program shall review a No Further Action Proposal or a Low-Scored Site Initiative closure proposal within thirty (30) days of receipt and issue comments or prepare a draft SRCO or LSSI NFA Order for Department review. The Local Program shall record dates of receipt and comments or approval in STCM.

ATTACHMENT S

Administrative Performance Procedures and Criteria

The performance criteria of the Local Program Agreement will be based on an average of performance metrics to include the following areas of responsibility related to turnaround times, STCM data entry and appropriate database as designated by the Department insertion.

1. Data entry into the STCM database and insertion of copies of all documents and relevant correspondence into an appropriate database as designated by the Department.
    a. A site manager's name must be entered into STCM once the site is assigned to the Local Program by the Department.
    b. All data entry in STCM must be done within fifteen (15) calendar days of receipt of information, approval of a document by the Local Program, or date extension.
    c. Scanned copies of all documents and relevant correspondence must be inserted into appropriate database as designated by the Department within thirty (30) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the Facility ID number.
    d. The Local Program shall ensure that a Facility ID number has been assigned prior to beginning work. Monthly Invoices will not be accepted for non-registered sites.

2. Program and Non-Program Timeliness
    a. For program sites, submit a Scope of Work to the Department within thirty (30) days of obtaining site access, being assigned to a site that already has site access, or receiving a final invoice for a Purchase Order (PO) that has been completed or cancelled. For non-program sites the site manager's name must be entered in STCM and a letter sent to the responsible party requesting compliance with Chapter 62-780, F.A.C., in accordance with **Attachment S**.
    b. Submit a Task Assignment Package to the Department within five (5) days of receiving notification of acceptance of an offer.
    c. Prepare or Negotiate a Change Order within five (5) business days of a change order proposal request. Only 20% of change orders requested in a month may exceed this established turnaround time due to documented site specific issues.
    d. Approve an invoice in AOD within one (1) business day of receiving notification that the accounting department has entered the invoice into AOD.
    e. Review of deliverables, requests for change in scope of work, and response to applicable parties, initiated within the timeframes established in 62-780, F.A.C. and Tables 1 and 2 of this Attachment.
    f. Review of deliverables and responses to applicable parties not addressed in 62-780, F.A.C., shall be conducted within sixty (60) days of receipt.

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Memorandum

TO: Petroleum Restoration Program, FDEP
FROM: Site Manager 1 or Supervisor
SUBJECT: Delegation of Authority
DATE:

Site Manager 1 has delegated approval to certify the satisfactory receipt and acceptance of services and approval of the contractual services invoice in AribaOnDemand to Site Manager 2. The delegation will be effective from X to X. During that time period, Site Manager 2 will review and approve all invoices, purchase orders and change orders that would normally approved by Site Manager 1.

If you have any questions, please contact me at (123)456-7890.

ATTACHMENT U

	DEP GUIDANCE DOCUMENTS AND FORMS					
	Title	**References***	**Site Assess.**	**Remedial Options and Design**	**RA Impl.**	**Site Closure**
1.	Applicability of Soil Cleanup Target Levels at Contaminated Sites (9/29/00)	62-713, FAC; 62-777, FAC; 62-782, FAC; 62-785, FAC	X	X	X	X
2..	Approval to Construct Class V, Group 4 Injection Wells for Contaminated Site Rehabilitation (9/14/12)	373, FS; 62-528, FAC		X	X	
3.	BPSS Enforcement of Laboratory NELAP Certification Requirements (2/15/07)	62-160, FAC; *62-770, FAC	X	X	X	X
4.	BPSS Field Notes Guidance (8/17/17)	FD 1000	X	X	X	X
5.	BPSS PCS-003: Complete Streamlined Assessment Procedures for Inland Protection Trust Funded Sites (9/1/01)	62-777, FAC	X			
6.	BPSS PCS-004: Soil Sampling and Sampling Methods (10/1/01)	*62-770, 62-777, *17-70, FAC	X	X	X	X
7.	BPSS PCS-005: Groundwater Sampling Standard Operating Procedures Variances and Clarifications for Bureau of Petroleum Storage System Sites (5/2/05)	62-160, FAC	X	X	X	X
8.	BPSS PCS-006: Design, Installation, and Placement of Monitoring Wells (9/3/25)	*62-770, FAC; 62-777, FAC**	X	X	X	X
9.	BPSS-1: Non Petroleum Contamination at Petroleum Contaminated Sites (5/1/98)	None	X	X	X	X
10.	BPSS -2: In Situ Sparging, Pilot Studies, Design Requirements (5/1/98)	None		X		
11.	BPSS-3: Design Requirements and Procedures for NPDES Discharges (5/1/98)	None		X	X	
12.	BPSS-4: Vacuum Extraction, Multi-Phase Extraction, Pilot Studies, Air Emissions Treatment and Monitoring Requirements (5/10/00)	*62-770, FAC; 62-777, FAC		X	X	
13.	BPSS-5: Record Drawings (6/4/98)	*62-770, FAC		X	X	
14.	BPSS-6: Modifications to Approved RAPs (5/1/98)	None		X	X	
15.	BPSS-7: Administrative Procedures (5/1/98)	*62-770, FAC	X	X	X	X
16.	BPSS-8: Effluent Disposal via Injection Well (6/8/00)	62-528, FAC; 62-520, FAC; 62-550, FAC; 62-777, FAC		X	X	
17.	BPSS-9: PE Certification Requirements (5/1/98)	471, FS	X	X	X	X
18.	BPSS-10: In Situ Chemical Additives (3/14/11)	*62-770, FAC; 62-777, FAC; 62-550, FAC; 62-528, FAC; 62-522, FAC	X	X	X	
19.	BPSS-11: Natural Attenuation Evaluation Procedures (5/8/98)	*62-770, FAC	X	X	X	
20.	BPSS-12: Pilot Test Guidelines for Pre-Approval Program Sites (2/3/04)	None		X		

	DEP GUIDANCE DOCUMENTS AND FORMS					
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
21.	BPSS-12A: In-Situ Air Sparging Pilot Test Guidance (9/2/03)	None		X		
22.	BPSS-12B: Soil Vapor Extractions Pilot Test Guidance (9/2/03)	None		X		
23.	BPSS-12C: Biosparging Pilot Test Guidance (9/2/03)	None		X		
24.	BPSS-12D: Multi-Phase Extraction Pilot Test Guidance (9/2/03)	None		X		
25.	BPSS-12E: Bioventing Pilot Test Guidance (9/2/03)	None		X		
26.	BPSS-12F Groundwater Recovery Guidance (1/30/04)	None		X	X	
27.	Calculated SCTLs for TRPH Fractions Based on TPHCWG and MADEP Methods (4/17/05)	62-777, FAC	X	X	X	X
28.	Clarification of Analytical Requirements of the Generic Permit for Discharges from Petroleum Contaminated Sites (8/6/10)	62-620, FAC; 62-621, FAC; 403, FS		X	X	
29.	DEP Quality Assurance Program Field SOPs https://floridadep.gov/dear/quality-assurance/content/dep-sops	62-160, FAC	X	X	X	X
30.	Difficult Sites Memo (5/21/03)	*62-770, FAC; 62-777, FAC		X	X	
31.	Receptor Survey & Exposure Pathway Identification Form (2/5/15)	None	X	X	X	X
32.	Executive Summary of Source Removal Guidance for Preapproval Program (Funded) Sites (2/15/07)	376, FS		X	X	
33.	Free Product Recovery Initiative Guidance Revised (5/23/17)	376, FS	X	X	X	
34.	Generic Permit for Short Term Discharges from Petroleum Contaminated Sites, Supplemental Procedural Guidance (6/23/04)	62-621, FAC		X	X	
35.	Guidance and Procedures for Implementation of the Statutory Rule Notification Requirements for Discovery of Contamination Beyond Property Boundaries (11/14/08)	1003.01, FS; 376.30702, FS; *62-770, FAC; 62-780, FAC; 62-782, FAC; 62-785, FAC	X	X	X	X
36.	Procedures for CSX Property Site Access and Direct Payment for Railroad Flag Protection (5/09/18)	376, FS; Title 49, Part 214, Code of Federal Regulations	X	X	X	X
37.	Guidance for Comparing Background and Site Chemical Concentrations in Soil (January 2012)	62-780, FAC	X	X	X	X
38.	Guidance for Completing the Groundwater Sampling Log (Form FD 9000-24) for Chapter 62-770, F.A.C.	*62-770, FAC	X	X	X	X
39.	Guidance for the Determination of Subsequently Discovered Discharges at Sites with Preexisting Eligible Petroleum Discharges Pursuant to	62-761, FAC; *62-770, FAC; 376, FS; 67.30716(4), FS	X	X	X	X

	DEP GUIDANCE DOCUMENTS AND FORMS					
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
	Section 376.30716, Florida Statutes (2/15/2007)					
40.	Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites (10/29/98)	376, FS; 492, FS; *62-770 FAC	X	X	X	X
41.	Institutional Controls Procedures Guidance (November 2013)	62-777, FAC; 62-780, FAC; 62-782, FAC; 62-785, FAC; *62-770, FAC; 5J-17, FAC; 319, FS; 320, FS; 321, FS; 322, FS; 373, FS; 376, FS; 403, FS	X	X	X	X
42.	Interim Guidance for Laboratory Analyses for Soil Samples for Petroleum Contamination Site Assessments (2/3/98)	*62-770, FAC	X	X	X	X
43.	Interim Source Removal, Supplemental Guidance	*62-770, FAC	X	X		
44.	Investigations Near Petroleum Storage Systems (9/25/00)	Please refer to 44a and 44b below.	X	X	X	
44 a.	Restatement of Memo dated September 25, 2000 Amending Guidance for Amended & Restated Agency Term Contracts and Protocol for Contractor Damage to Petroleum Storage Systems and Utilities, (11/16/16)	None	X	X	X	X
44 b.	Performance Standards for State-funded Investigations Near Petroleum Storage Systems and Utilities, 11/16/16)	62-761.200(63), F.A.C.; 62-761.450(2) and (3), F.A.C.; 62-761.900(6), F.A.C.; 62-761.900(1), F.A.C.; 556, FS; 556.105, FS	X	X	X	X
45.	LTNAM Procedure and Technical Guidance with Attachments (1/20/11)	376.3071, FS, *62-770, FAC, 62-777, FAC		X	X	
46.	Memorandum of Understanding with DOT Regarding Petroleum Cleanup and Right of Way (10/29/12)	376, FS; 403, FS; 334, FS; 337, FS;339, FS; *17-70, FAC	X	X	X	X
47.	Off-Site Access Instructions-All Contractors (3/2/12)	376.3071(4)(1), FS	X	X	X	X
48.	Preapproval Program Allowable Cost Related to recommendation for NFA with condition (9/1/11)	61-770, F.A.C.	X	X	X	X
49.	Preapproval Program Backfill Quality Assurance Procedures for Site Undergoing Excavation (Updated 10/10/10)	62-173 FAC		X	X	
50.	Preapproval Program Guidance for Technical and Cost Justification for Contaminated Soil Source Removal (February 2007)	*62-770, FAC; 376, FS		X	X	
51.	Preapproval Program Policy on Disclosure of Relationships between Preapproval Program Contractors and Subcontractors for Professional Engineering and Geological Services (9/30/04)	None	X	X	X	X

	DEP GUIDANCE DOCUMENTS AND FORMS					
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
52.	Priority Pollutant Volatile and Extractable Organics (8/11/10)	*62-770, FAC	X	X	X	X
53.	Procedural and Technical Guidance for Site Characterization Screening (7/1/12)	*62-770, FAC	X			X
54.	Professional Certification of Technical Documents (3/31/00)	471, FS; 472, FS	X	X	X	X
55.	Quality Assurance - Basic Dilution Principles Supplement to the BPSS Memorandum "Quality Assurance and Related Issues" (6/10/10)	62-160, FAC; *62-770, FAC	X	X	X	X
56.	Quality Assurance and Related Issues (5/14/07)	62-160, FAC; *62-770, FAC; 62-777, FAC	X	X	X	X
57.	Revised Policy on Establishment and Use of Milestones for Evaluating the Operation of Active Remediation Systems in the Preapproval Program (4/19/99)	None		X	X	
58.	Revised Procedures and Required Documentation for the Transfer of Title, Registration and Licensure of State-Owned Remediation System Trailers (Supersedes memo of same title dated 12/14/04) (2/28/05)	319, FS; 320, FS;			X	
59.	Rounding Analytical Data for Site Rehabilitation Completion (11/17/11)	62-302, FAC, 62-520, FAC, 62-777, FAC	X	X	X	X
60.	PRP Site Access Agreement (4/5/24)	768.28, FS	X	X	X	X
61.	Soil Cleanup Target Levels, Application to Site Rehabilitation Decisions (2/1/11)	62-777, FAC; *62-770, FAC	X	X	X	
62.	SPLP Procedures for Petroleum Contaminated Sites (3/8/10)	*62-770, FAC	X	X	X	X
63.	State-Owned Tangible Personal Property Procedures an Requirements (Revised) (3/3/08)	273, FS; Section 10.370 Auditor Guidance; DEP Directives 320			X	
64.	Supplement to Milestone Policy - Time to Switch Evaluation Procedures (9/6/01)	62-777, FAC		X	X	
65.	Supplemental Guidance for 62-770.300 Interim Soil Source Removal (2/15/07)	*62-770, FAC		X	X	
66.	Supplemental Guidance for Air Emissions Control from Active Remedial Action Systems (11/24/09)	*62-770, FAC		X	X	
67.	Use of Out-of-State Facilities for Soil Treatment, Disposal, or Sources of Backfill for Preapproval Program Sites (5/20/08)	62-713, FAC	X	X	X	X
*All rule references include any subsequent replacement rules. Note, 62-770 and its predecessor 17-70 are now part of 62-780, effective 6/12/13.						
**ASTM, Standard Practice for Design and Installation of Ground Water Monitoring Wells in Aquifers (D5092-90, Reapproved 1995).						
**ASTM, Standard Guide for Decommissioning of Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities (D5299-92).						
**ASTM, Standard Guide for Use of Hollow-Stem Augers for Geoenvironmental Exploration and the Installation of Subsurface Water-Quality Monitoring Devices (D5784-95, Reapproved 2000).						

	DEP GUIDANCE DOCUMENTS AND FORMS					
	Title	**References***	**Site Assess.**	**Remedial Options and Design**	**RA Impl.**	**Site Closure**
**ASTM, Standard Guide for Installation of Direct Push Ground Water Monitoring Wells (D6724-01).						
**ASTM, Standard Guide for Direct Push Installation of Prepacked Screen Monitoring Wells in Unconsolidated Aquifers (D6725-01).						
**USEPA, Environmental Investigations Standard Operating Procedure and Quality Assurance Manual, Section 6: Design and Installation of Monitoring Wells, November 2001						

Attachment V

Monthly Site Management Rate Calculation Spreadsheet

_____ County Task Assignment _____ Fiscal Year _____

Baseline Cost Per Source Property	# Program (non-LSA) sites* at 100%	# Program (non-LSA) sites* at 200%	# Number Program (non-LSA) Site* at 60%	# Non Program Sites* at 75% of 100%	# Non Program Sites* at 75% of 200%	# Non Program Sites* at75% of 60%	LSA sites**	Total Number of Source Properties	Total Cost on Annual Basis for Non-LSA Sites
$ 3,400.00	40	30	20	10	10	25	10	145	$ 495,550.00

*Percentage of baseline cost for each source property determined by site with highest level of effort

** A source property for which an LSA is being conducted shall only be paid once regardless of how many sites the property contains or how long the assessment takes

Total Cost on an Annual Basis Including LSA Sites	Total Cost per Month for Non-LSA Sites	Total Cost per Month Inlcuding LSAs
$ 529,550.00	$ 41,295.83	$ 44,129.17

Attachment W - PRP Staff Deliverable Review Turnaround Time

REPORTT_TYPE_ID	DESCRIPTION	TAT Expected in Days
BORE LOG	BORING LOGS	5
COC	CHAIN OF CUSTODY	5
FIELD	FIELD NOTES	5
GW LOG	GROUNDWATER SAMPLING LOGS	5
HASP	HEALTH AND SAFETY PLAN	5
LAB REPT	LABORATORY REPORT	5
MAPTABLE	MAP AND/OR TABLE	5
OTHER	OTHER REPORT TYPE	5
PHOTOS	PHOTO DOCUMENTATION	5
PROPERTY	PROPERTY REPORTING FORM	5
SUB INV	SUB INVOICE (INTERIM ONLY)	5
WELL LOG	WELL LOGS	5
ACCESS	SITE ACCESS AGREEMENT	15
DISP MAN	DISPOSAL MANIFEST	15
INTERIM	INTERIM REPORT	15
LCARA	LIMITED CONTAMINATION ASSESSMENT REPORT ADDENDUM	15
LSSI RPT	LOW SCORE SITE INITIATIVE REPORT	30
MAIN TARG	MAINTAIN TARGET LEVELS	15
MILESTONE	MILESTONE REPORT	15
MOP	MONITORING ONLY PLAN	30
NA ANNUAL	NA ANNUAL REPORT	15
NA QTR	NA QUARTERLY REPORT	15
NA SEMI	NA SEMI ANNUAL REPORT	15
NA TRI	NA TRI ANNUAL REPORT	15
PBC 25	25% REDUCTION	15
PBC 50	50% REDUCTION	15
PBC 75	75% REDUCTION	15
PBC 90	90% REDUCTION	15
PBC START	SYSTEM STARTUP (PBC)	15
PRAMANN	POST RA MONITORING ANNUAL REPORT	15
PRAMQRTLY	POST RA MONITORING QUARTERLY REPORT	15
PRAMRSEMI	POST RA MONITORING SEMI ANNUAL REPORT	15
PROPOSAL	PROPOSAL	15
RA LETTER	REMEDIAL ACTION LETTER REPORT	15
RESPONSE	RESPONSE TO NON TECHNICAL COMMENTS	15
SARA	SITE ASSESSMENT REPORT ADDENDUM	15
SSA	SUPPLEMENTAL SAR (NOT A RESPONSE TO COMMENTS)	15
TARGETS	TARGET LEVELS, ALL CONTAMINANTS, ALL MEDIA	15
TECH RESP	RESPONSE TO TECH COMMENTS (NOT RAP OR SA)	15
VSR	VERIFICATION SAMPLING REPORT	15
W ABAND	WELL ABANDONMENT REPORT	15
WEIGH	WEIGH TICKETS	15
AS BUILT	AS BUILT DRAWINGS	30
BID PACK	BID PACKAGE	30

REPORTT_TYPE_ID	DESCRIPTION	TAT Expected in Days
CLOSREPT	CLOSURE REPORT	30
CONS DRAW	CONSTRUCTION DRAWINGS	30
ERA	EVALUATION OF REMEDIAL ALTERNATIVES	30
FREEPROD	FREE PRODUCT REMOVAL REPORT	30
GEN RA	GENERAL REMEDIAL ACTION REPORT	30
LCAR	LIMITED CONTAMINATION ASSESSMENT REPORT	30
LETTER	LETTER REPORT	30
NAP1	LEVEL 1 NATURAL ATTENUATION MONITORING PLAN	30
NAP2	LEVEL 2 NA MONITORING PLAN WITH MODELING	30
NFAP	NO FURTHER ACTION PROPOSAL	30
NPDES	NPDES DMR	30
O&M ANN	ANNUAL O&M REPORT	30
O&M QRT	QUARTERLY O&M REPORT	30
PILOTPLAN	PILOT TEST PLAN	30
PILOTREPT	PILOT TEST REPORT	30
PRAMP	POST REMEDIAL ACTION MONITORING PLAN	30
RAPA	RAP ADDENDUM	30
RAPM	REMEDIAL ACTION PLAN MODIFICATION	30
SAR	SITE ASSESSMENT REPORT	30
SCS	LOW SCORE ASSESSMENT REPORT	30
SOURCE RE	SOURCE REMOVAL REPORT	30
SRCO ISSU	SITE REHABILITATION COMPLETION ORDER ISSUED (PBC)	30
STARTUP	REMEDIAL ACTION STARTUP REPORT	30
STATUS	STATUS REPORT	30
TSAR	TEMPLATE SITE ASSESSMENT REPORT	30
FSIR	FORENSIC SITE INVESTIGATION REPORT	45
J	RISK ASSESSMENT JUSTIFICATION	45
LSRAP	LIMITED SCOPE RAP	45
PBCRAP	PBC RAP	45
RAP	REMEDIAL ACTION PLAN	45
RK	RISK ASSESSMENT	45

Exhibit A - PUR 1000

General Contract Conditions

Contents

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12. Cooperative Purchasing.

1. Definitions. Capitalized terms used herein are defined as follows:

(a) "Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

(b) "Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S").

(c) "Contract" means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C.").

(d) "Contractor" means the person or entity that is a party to the Contract and is providing Products to the Customer.

(e) "Customer" means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.

(f) "Product" means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) “State” means the State of Florida.

2. Contract Formation and Amendment.

a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor’s performance under the purchase order is deemed to be acceptance of the terms thereof.

b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer’s issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

3. Contract Construction and Administration.

a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such

agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. Administration.

i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.

iii. Notices. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party’s Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer’s right

thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

vi. Survivability. The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.

vii. Third Party Beneficiaries. The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

a. Term. The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

b. Suspension of Work. The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

c. Termination.

i. Termination for Convenience. The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other

material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

5. Performance.

a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.

d. Employees, Subcontractors, and Agents.

i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor

acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer's Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor's proposed method of subcontractor performance monitoring; (v) certification of subcontractor's compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor's use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

ii. Qualifications and Access. All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer's security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

iii. E-Verify. The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.

iv. Independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor's employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or

conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.

f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.

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

h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the

Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.

j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., 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 SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, 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

DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will 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, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar 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 (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

6. Inspection.

a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any

reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

7. Payment.

a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on

the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.

d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.

e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.

f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.

g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.

h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

8. Disputes and Liabilities.

a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

i. Dispute Resolution Process.

(a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.

(c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work,

such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.

c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

d. JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.

e. Insurance Requirements.

i. Coverages.

(a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.

(b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.

ii. Terms.

(a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.

(b) No Loss Deductible Clause. The Customer will be exempt from, and in no way

liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

(c) Duration. The insurance policies identified above must be "per occurrence" and maintained throughout the Contract term.

(d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.

f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

9. Compliance with Laws.

a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1),

F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

10. Public Records.

a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of

action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor's Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Customer may disclose such Confidential Information without liability hereunder.

c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer's Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Customer to perform the service.

ii. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.

iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer 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 records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

11. Security and Confidentiality. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

12. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

    State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.

EXHIBIT C

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Contractor Certification / Release of Claims Form

This certification must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. Final payment for a Task Assignment 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
(name of Contractor)

make this statement on its behalf;

2. _____ ("the Contractor") entered into an
(name of company or person)

Agreement with the Department to perform certain work under Task Assignment No. _____.

3. Contractor has completed the work in accordance with the aforementioned Task 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 Task 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 Task Assignment, 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 Task Assignment number. Any exemptions not attached are waived.

_____
(Signature of Authorized Contractor Representative)

EXHIBIT H

State of Florida
Department of Environmental Protection
Foreign Country of Concern Attestation (PUR 1355) Form

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true. Printed Name: Title: Signature: Date:

EXHIBIT I

PUR 2024

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: Date:

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: _____

Senior Management's Printed Name: _____

Senior Management member's Title: _____

Signature: Date: