FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT – PETROLEUM RESTORATION PROGRAM

ADVANCED CLEANUP APPLICATION

In accordance with Section 376.30713, Florida Statutes (F.S.) (2023), the Florida Department of Environmental Protection ("**DEP**" or "**Department**") is accepting applications for Advanced Cleanup (AC) from owners, operators or persons otherwise responsible for site rehabilitation at facilities with discharges eligible for restoration funding under the Abandoned Tank Restoration Program (ATRP), including Innocent Victim Petroleum Storage System Restoration (IVPSSR), Early Detection Incentive (EDI) Program, Petroleum Cleanup Participation Program (PCPP), or Petroleum Liability and Restoration Insurance Program (PLRIP). Discharges funded under Consent Orders, Final Judgments, and Site Rehabilitation Funding Allocation (SRFA) Agreements (except for 100% DEP funded) are excluded from participation in AC. All eligibility and other cost share agreements should be finalized and in place prior to application submittal. Applications will be accepted by the Department of Environmental Protection, Division of Waste Management, Petroleum Restoration Program c/o Dona Milinkovich, Bob Martinez Center, 2600 Blair Stone Road, Mail Station #4530, Tallahassee, Florida 32399-2400 from **May 1, 2026,** until 5:00 PM on **June 30, 2026**.

One electronic (provided on flash drive) copy of all applications must be submitted in a sealed envelope and contain the non-refundable application review fee of $250.00 as described below. Applications received after 5:00 PM **June 30, 2026,** will not be considered and will be returned to the Applicant unopened. Applications received beginning **May 1, 2026**, and on or before 5:00 PM on **June 30, 2026**, shall be publicly opened at the Department of Environmental Protection located at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, in Room 433, on **July 7, 2026**, beginning at 10:00 AM. A virtual option will also be made available upon request. Applications will be considered received by the Department when the sealed application is opened and only at this time shall it be subject to Section 119.07(1), F.S.

A separate application must be submitted for each site either as an individual site application or as part of a bundled application package. Only one application per site shall be submitted during this application period. Only one proposed course of action and one proposed cost share shall be submitted in the application for each facility.

NOTE: If the Application Package and supporting documents (i.e. file review, site assessment summary, conceptual proposed course of action, etc.) cannot be enclosed in the same sealed envelope, the supporting documents may be included in a separate package with the following statement appearing on the package: "Supporting documentation for the AC Sealed Application for Facility No. Click or tap here to enter text.*." In addition, all packages submitted in support of this application must contain the Facility Identification Number and indicate the package number of the total number of packages submitted (i.e. Package 1 of 2, Package 2 of 2, etc.). Finally, packages should be bound together, with the sealed envelope on top, to avoid separation during mailing.*

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NOTE: THERE ARE ADDITIONAL APPLICATION MATERIALS FOR APPLICANTS PURSUING A BUNDLED PERFORMANCE-BASED CONTRACT. SUPPORTING DOCUMENTATION IS THE SAME FOR INDIVIDUAL AND BUNDLED SUBMISSIONS. In accordance with Section 376.30713(2)(a)1.a., F.S., a bundle must consist of a minimum of five (5) or more eligible facilities. The information requested below must be provided to enable the Department to properly review and consider your application.

I. GENERAL SITE INFORMATION

Note: If submitting an application for a Performance-Based Advanced Cleanup (PBAC) Bundle, the following form must be completed in full, unless otherwise instructed, for each Facility in the bundle, as well as, an overall application.

Facility Identification No.: Click or tap here to enter text.

Facility Name: Click or tap here to enter text.

Facility Address: Click or tap here to enter text.

Real Property Owner(s): Click or tap here to enter text.

Real Property Owner's Address: Click or tap here to enter text.

Real Property Owner's Phone Number: Click or tap here to enter text.

Real Property Owner's Email: Click or tap here to enter text.

II. APPLICANT INFORMATION – SIGNATORY (This individual MUST be listed in the Division of Corporations – Florida Department of State (https:dos.myflorida.com/sunbiz) or be a delegated signatory authority (letter supporting delegation must be provided))

Name of Business (if applicable): Click or tap here to enter text.

Name of Applicant (signatory as indicated above): Click or tap here to enter text.

Applicant's Address: Click or tap here to enter text.

Applicant's Phone Number: Click or tap here to enter text.

Applicant's Email: Click or tap here to enter text.

Applicant's Relationship to the Facility *(mark appropriate choice)*

- ☐ Real Property Owner
- ☐ Real Property Owner and Operator
- ☐ Real Property Operator
- ☐ Persons Otherwise Responsible for site rehabilitation

If the Applicant is different than the Property Owner, a letter from the property owner(s) accepting the Applicant's course of action under an AC Agreement must be included with this application. If the Local Contact is different from the applicant signatory, please provide contact information.

Contact name: Click or tap here to enter text.

Contact phone number: Click or tap here to enter text.

Contact Email: Click or tap here to enter text.

The Department must immediately be informed if property ownership changes during the course of finalizing and implementing the AC agreement. A change in property ownership will require an executed Site Access Agreement, signed by the new property owner and the Department, and may require an Assignment and Assumption Agreement signed by both the previous owner/applicant and new property owner to be submitted to the Department before cleanup activities under the AC Agreement can proceed.

III. AGENCY TERM CONTRACTOR INFORMATION - SIGNATORY (must be listed in the Division of Corporations – Florida Department of State (https:dos.myflorida.com/sunbiz))

ATC Business entity: Click or tap here to enter text.

ATC (signatory listed in **Division of Corporations – Florida Department of State (https:dos.myflorida.com/sunbiz))**: Click or tap here to enter text.

ATC Address: Click or tap here to enter text.

ATC Phone Number: Click or tap here to enter text.

ATC Email: Click or tap here to enter text.

FEIN: Click or tap here to enter text.

GC# for Region: Click or tap here to enter text.

Contractor ID Number (CID): Click or tap here to enter text.

If the local Contact is **different** than above, please provide contact information.

Contact name: Click or tap here to enter text.

Contact phone number: Click or tap here to enter text.

Contact Email: Click or tap here to enter text.

IV. ELIGIBILITY

To be considered for AC funding, all discharges at the facility must be included in the application, or have completed cleanup, or have documentation submitted to show that the

plumes are not mingled with the included AC eligible discharges. Discharges included in the **application at the facility must have an ATRP, IVPSSR, EDI, PCPP and/or PLRIP eligibility** to receive funding. If the AC Applicant is not the responsible party, the application must contain written documentation that the responsible party was notified of and granted permission for the AC package submission. All eligibility and other cost share agreements must be finalized and in place prior to application submittal. Applicants must commit to providing a cost share/cost savings of no less than 25-percent (25%) of the proposed estimated cost to closure. Applicants with a PCPP eligibility must also meet the PCPP 25% co-payment/cost savings requirement independent of the required minimum 25% AC cost share commitment.

Please check the appropriate box(es) indicating eligibility funding program(s):

- ☐ Abandoned Tank Restoration Program (ATRP)
- ☐ Early Detection Incentive Program (EDI)
- ☐ Innocent Victim Petroleum Storage System Restoration (IVPSSR)
- ☐ Petroleum Cleanup Participation Program (PCPP)
- ☐ Petroleum Liability and Restoration Insurance Program (PLRIP)

If eligibility is PLRIP or PCPP, the estimated cost for the conceptual course of action must not exceed the remaining eligibility funding cap.

If eligibility is PCPP, an executed PCPP agreement must be **included** with this application. The PCPP agreement specifies if the 25% co-pay is met through cost savings, an applicant co-pay, or a conditional closure. PCPP eligibility co-pay requirements will apply in addition to the AC Applicant Share (minimum 25%).

If at any time the facility falls out of compliance, AC application review, negotiation and remediation activities may be put on hold until compliance issues have been resolved.

Additionally, if a non-program discharge is present at the facility, the application must include information showing how the non-program discharge is being addressed and that the plume is not mingled with the eligible discharge(s) included in the application.. If a new discharge is recorded for the facility prior to the Agreement finalization, negotiation of the AC Application may be terminated.

V. APPLICATION EVALUATION

The Department shall rank applications based on the percentage of Cost Sharing/Saving commitment proposed by the Applicants, with the highest ranking given to the Applicant that proposes the highest percentage of Cost Sharing/Cost Savings. If the Department receives applications that propose identical commitments, and which exceed the funds available to commit to all such proposals during the AC application period, the Department shall notify and provide these applicants a second opportunity to revise their cost share/savings commitment percentage(s). If such an opportunity is offered, the date and time for submittal of the revised commitment percentage shall be included with the request.

Pursuant to Section 376.30713(4), F.S., the Department is authorized to enter into contracts for a total of up to $**12.5 million** of Advanced Cleanup work for this AC application round.

a. Applicant's Cost Sharing/Saving Commitment

Participation in Advanced Cleanup requires a commitment to pay 25 percent or more of the total cleanup cost deemed recoverable under the PRP Agency Term Contract along with proof of the ability to pay the cost share. The Department shall determine whether the cost savings demonstration is acceptable. This determination is not subject to chapter 120. For an individual or bundled aggregate application, the applicant may use a commitment to pay (cost share), a demonstrated cost savings to the Department, or a combination of both to meet the requirement. Please see below for more information.

For a bundled PBC application relying on a cost commitment (cost share and/or cost savings), the Applicant must complete Table 1 and Table 2 below. The total aggregate cost sharing commitment for bundled sites must be at least 25 percent.

STATEMENT OF APPLICANT:

Note: 'Statement of Applicant' must be filled out for each Individual Application

Cost Share: As an applicant for the Advanced Cleanup (AC) Program, the Applicant commits to pay **Click or tap here to enter text.%** of the total cost of the proposed course of action for an individual Facility or a bundle aggregate. The undersigned applicant understands that any expenditures made prior to the execution of an AC Agreement with the Department will not be eligible for funding under the AC Program. The current estimated total cleanup cost before the Cost Share for the proposed course of action for this facility is **$Click or tap here to enter text..**

Cost Savings: If the Applicant commits to demonstrate a Cost Savings, as part of an application, the percentage (%) of the demonstrated Cost Savings (as provided by an Agency Term Contractor rate reduction) will be **Click or tap here to enter text.%** of the current estimated total cleanup cost for the individual facility or a bundle aggregate. The current estimated total cleanup cost before the Cost Share for the proposed course of action for this facility is **$Click or tap here to enter text..**

TABLE 1: COST SHARE/SAVINGS FOR INDIVIDUAL FACILITIES IN A **BUNDLE**

Note: Provide facility information in a table as shown below in a separate attachment for each facility.

	Facility FAC ID	Facility Name	Total Cost of Cleanup **before** Cost Share/Savings	% of Cleanup Cost – Cost Share	% of Cleanup Cost – Cost Savings	Total Cost of Cleanup **after** Cost Share/Savings
1			$			$
2						
3						
4						
5						

Note: Add rows as needed to include all facilities in bundle.

TABLE 2: AGGREGATE COST SHARE/SAVINGS FOR FACILITIES IN A **BUNDLE**

Total Cost of Cleanup of Bundle **before** Cost Share/Savings	Total Percentage of Cost Share and Cost Savings commitment (Share + Savings)	Total Cost of Cleanup of Bundle **after** Cost Share/Savings
$	%	$

b. Contractor Recommendation

The Contractor performing the work on an AC Agreement must either be an Agency Term Contractor (ATC) with a current contract in the region with the Department that is recommended by the Applicant, or the Department will assign the work to an ATC in accordance with the ATC assignment process: https://floridadep.gov/waste/petroleum-restoration/content/atc-work-assignment-and-contractor-selection. The Applicant must submit a completed and signed "Cost Share Site Contractor Recommendation Sheet" with the AC application.

c. Limited Contamination Assessment Completion

Upon acceptance of an AC application, if it is determined that the level of assessment cannot adequately support the proposed course of action and total proposed cost to closure, the applicant's selected ATC shall be asked to submit to the Department a scope of work for a limited contamination assessment within 14 days of final execution of the AC Agreement. When the scope of work is negotiated and agreed upon, the Department shall issue one or more purchase orders of up to $35,000 each for the limited contamination assessment. The limited contamination assessment report must be sufficient to support the proposed course of action and to estimate the cost of the proposed course of action. By virtue of submitting this application, the property owner or responsible party commits to continue to participate in the Advanced Cleanup program upon completion of the limited contamination assessment and finalization of the proposed course of action.

d. Proposed Course of Action

The Applicant must provide the proposed course of action with task breakdown, submittal of an ATC Schedule of Pay Items (SPI) showing the total estimated cleanup cost using

rates not exceeding current ATC SPI unit rates for that region, the timetable for conducting the activities described in the proposed course of action, and a figure showing the proposed remediation plan layout. The proposed closure endpoint must be clearly identified. If the proposed course of action does not include the required cost estimate and timetable, the submittal will be deemed insufficient. The AC Agreement requires the parties to continue with the work under the Agreement regardless of changes in ranking or score.

An interim declaration of restrictive covenant and conditional closure agreement must be submitted with the application, and recorded prior to beginning work, if the desired endpoint for the cleanup is an RMO-II or RMO-III under Chapter 62-780.680(2) and Chapter 62-780.680(3), F.A.C.

Proposals for facilities to be included in a bundle scoped for less than total cleanup (*i.e. not reaching a RMO-I*) and for a Conditional Closure (RMO-II or RMO-III) may be appropriate in cases where the cost of total cleanup pursuant to Chapter 62-780.680, F.A.C. (with or without conditions), will cause the Department to exceed the **$12.5 million** annual limitation per Applicant pursuant to Section 376.30713(4), F.S. If the proposed course of action is for less than total cleanup, the application must clearly demonstrate that the proposed course of action will achieve substantial environmental and economic benefits to the State. Failure to clearly demonstrate substantial environmental and economic benefits to the State may result in unsuccessful negotiation of the Agreement.

e. Non-Refundable Application Review Fee

All Applicants must include a cashier's check or money order (**DO NOT SEND CASH OR PERSONAL OR CORPORATE CHECKS**) issued to the "*Florida Department of Environmental Protection*" in the amount of $250.00 to cover the non-refundable application review fee for the application to be reviewed for responsiveness and completeness. Failure to submit the non-refundable application review fee, as required above, shall result in the application package being disqualified from further consideration. Remitter of the application fee must be the Applicant/Owner/RP. If the ATC is the Remitter, then an invoice with a cancelled check must be submitted showing where the Applicant has paid the ATC. All Applicants submitting incomplete application packages shall forfeit the non-refundable application review fee of $250.00.

f. Site Access Agreement

A fully executed Site Access Agreement, that has been signed by all parties including the property owner and Department, must be submitted with the application. Sites without an attached, fully executed, Site Access Agreement will be deemed insufficient. This agreement is between the Property Owner(s) and the Department. A printout of the County Property Appraiser's Parcel and Property information should be included. If ownership has recently changed and the County Property Appraiser's website has not been updated to reflect the ownership change, include a copy of the recorded deed. A change in property ownership during implementation of the AC Agreement will require a Site Access Agreement executed with the new property owner and Department before work may continue.

g. AC Application Sufficiency Checklist

Completed checklist must be included with the AC Application.

h. Past Performance Considerations

In situations where, previous AC Agreements with the Applicant(s) for a specific facility have failed to reach the agreed upon endpoint, the Department may discuss with the Applicant and ATC other approaches to successfully remediate the site or deny the application for failure to perform during the previous AC Agreement.

In situations where the ATC has performed "poorly" (based on the average of their Contractor Performance Evaluations (CPE) of work performed), the Department may request the Applicant select another ATC.

i. Conflict of Interest

The Department believes that the president or manager of an ATC who is also an owner, president or manager of the Limited Liability Corporation (LLC) that owns the source property eligible for a state-funded cleanup constitutes a conflict of interest pursuant to the "Amended and Restated Agency Term Contract" (ATC), Paragraph 30. Subparagraph 30.A. of the ATC states that the contractor will not "acquire any interest which would conflict in any manner or degree with its performance of this" ATC. Contractors are then instructed by Subparagraph 30.B. to notify the Department of any "contractual or other business relationships between the Contractor and any of the persons or entities who are, or may be, responsible for contamination of a site on which it is assigned work."

Subparagraph 30.D. defines a business relationship as a contractor or subcontractor is "deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest regarding any site, if it has given or offered remuneration, in cash or in kind, directly or indirectly, to the site owner or operator, or his or her designee to obtain the work associated with such site."

If there is the appearance of a potential conflict of interest, among the affiliates and/or the contractor, the Applicant shall be given three (3) business days from date of notification by the Department to provide documentation that proves otherwise. The documentation must prove to the satisfaction of the Department there is no conflict of interest. If the Applicant fails to produce documentation to the Department's satisfaction within the state timeframe, the application will be rejected in its entirety.

VI. <u>APPLICANT'S CERTIFICATION</u>

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The undersigned applicant hereby certifies that he or she has the authority to negotiate and enter into an Advanced Cleanup Contract with the Department and qualifies as an Applicant pursuant to Section 376.30713(2), F.S., and furthermore confirms that;

I UNDERSTAND THAT I MAY NOT RECEIVE ANY REMUNERATION (i.e. anything of value), IN CASH OR IN KIND, DIRECTLY OR INDIRECTLY, FROM A PETROLEUM SITE REHABILITATION AGENCY TERM CONTRACTOR PERFORMING SITE CLEANUP ACTIVITIES IN THE PETROLUEM RESTORATION PROGRAM. This prohibition does not allow accepting free assistance from an ATC to prepare an Advanced Cleanup application. If an ATC assisted you with this application, please provide a copy of the cancelled check or other proof of payment to that contractor for the services provided.

_____ _____
Signature of Applicant Date

_____
Print Name of Applicant

_____
Applicant's Title
(If Applicant's name is not listed with the Florida Division of Corporations, provide documentation or legal opinion from the entity's attorney of evidence of authority to bind the corporation, LLC, etc.)

_____
Name of Corporation, LLC or Partnership
(if applicable)