# ADVANCED CLEANUP APPLICATION

In accordance with Section 376.30713, Florida Statutes (F.S.), the Florida Department of Environmental Protection (“**Department**”) is accepting applications from owners, operators or persons otherwise responsible for site rehabilitation at facilities eligible for restoration funding under the Abandoned Tank Restoration Program (ATRP), Early Detection Incentive (EDI) Program, Innocent Victim Program (IVP), Petroleum Cleanup Participation Program (PCPP), or Petroleum Liability and Restoration Insurance Program (PLRIP). Consent Orders and Final Judgments are excluded from participation in AC. Applications will be accepted by the Department of Environmental Protection, Division of Waste Management, Petroleum Restoration Program, Bob Martinez Center, 2600 Blair Stone Road, Mail Station #4530, Tallahassee, Florida 32399-2400 **until 5:00 PM on** July 1, 2019.

One paper copy and one electronic (flash drive preferred) 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 on July 1, 2019, will not be considered and will be returned to the Applicant unopened. Applications received beginning May 1, 2019, and on or before 5:00 PM on July 1, 2019, shall be publicly opened at the Department of Environmental Protection located at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, in Room 603, on July 3, 2019, beginning at 8:30 AM. 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.

*NOTE: If the Limited Contamination Assessment Report (LCAR) and the Application Package cannot be enclosed in the same sealed envelope, the LCAR may be included in a separate package with the following statement appearing on the package: “Section IV.B. of 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.

NOTE: THERE ARE ADDITIONAL APPLICATION MATERIALS FOR APPLICANTS PURSUING A BUNDLED PERFORMANCE-BASED CONTRACT. LCAR REQUIREMENTS ARE 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.

1. **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.

1. **APPLICANT INFORMATION**

Name of Applicant: Click or tap here to enter text.

 *(if different than the Real Property Owner in Section I.)*

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 Operator

 [ ]  Real Property Owner and Operator

 [ ]  Persons Otherwise Responsible for site rehabilitation

1. **ELIGIBILITY**

To be considered for Advanced Cleanup (AC) funding, applicants’ facility must have an ATRP, EDI, IVP, PCPP and/or PLRIP eligibility. Applicants in the ATRP, IVP or PLRIP must make deductible payments **prior to** application submission. Applicants in PLRIP, if not the PLRIP applicant, must provide information that the PLRIP applicant was notified of the AC package submission. Applicants must commit to provide a cost share/cost savings of no less than 25-percent (25%) of the proposed course of action exclusive of the cost for the LCAR and any costs previously expended on this facility. Applicants with a PCPP eligibility must also meet the 25% co-payment requirement (for a minimum total of 50%).

 [ ]  Abandoned Tank Restoration Program (ATRP)

 [ ]  Early Detection Incentive Program (EDI)

 [ ]  Innocent Victim Program (IVP)

 [ ]  Petroleum Cleanup Participation Program (PCPP)

 [ ]  Petroleum Liability and Restoration Insurance Program (PLRIP)

[ ]  If AC Applicant is not the PLRIP Applicant, written documentation that

the PLRIP applicant was notified is attached to this application.

1. **APPLICATION EVALUATION**

The Department shall rank applications based on the percentage of Cost Sharing/Savings commitment proposed by the applicants, with the highest ranking given to the Applicant that proposes the highest percentage of Cost Sharing/Cost Saving. 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 **$**15 million of advanced cleanup work for this AC application round.

* 1. **Applicant’s cost share/saving commitment**

Per Section 376.30713(2)(b)(I)-(II), F.S., the cost share/saving for individual facilities may be submitted in one of two formats:

1. For an Individual application proposing that the Department enter into a Performance-Based Contract (PBC), the individual may use a commitment to pay (cost share), a demonstrated cost savings, or both.
2. For an Individual or Bundled application relying on a demonstrated cost savings to the Department, the Applicant shall, in conjunction with the proposed Agency Term Contractor (ATC), establish and provide in the application the percentage of cost savings to the Department for cleanup of the facility(ies) under the application compared to the cost of cleanup of the same facility using the current Agency Term Contract rates.

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.

STATEMENT OF APPLICANT:
**Note: ‘Statement of Applicant’ must be filled out for each Individual Application**

**Cost Share**: As an applicant for the 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 also commits to demonstrate a Cost Savings, as part of an application, the percentage (%) of the demonstrated Cost Savings (as explained by the Applicant in the proposed course of action) will be Click or tap here to enter text.% of the current estimated total cleanup cost for the individual facility or a bundle aggregate.

TABLE 1: COST SHARE/SAVINGS FOR INDIVIDUAL FACILITIES IN A **BUNDLE**
**Note: Only Fill out Table for an Overall (Bundled) Application in separate attachment**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | 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 |  |  | $ |  |  | $ |

TABLE 2: AGGREGATE COST SHARE/SAVINGS FOR FACILITIES IN A **BUNDLE**
**Note: Only Fill out Table for an Overall (Bundled) Application in separate attachment**

|  |  |  |
| --- | --- | --- |
| 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 |
| $ |  | $ |

* 1. **Contractor Recommendation**

The Contractor performing the work with an Advanced Cleanup Agreement must either be a current ATC with the Department recommended by the Applicant or the work must be competitively bid via the Contractor Selection Formula (CSF) by the Department. The Applicant must submit a completed and signed “Cost Share Site Contractor Selection Sheet” with the AC application.

* 1. **Limited Contamination Assessment Report**

The purpose of the LCAR is to support the proposed course of action and the associated cost estimate. A LCAR is required as part of the application package for the AC Program as stated in Section 376.30713, F.S. The LCAR must be sufficient and conform to the requirements set forth in the LCAR Guidance document, dated February 14, 2017, and the required information and data for the application package. If not, the application will be returned as insufficient. If there are any conflicts between that guidance and the instructions in the AC bid package, the instructions in the AC bid package shall govern.

The LCAR **MUST PROVIDE SUFFICIENT SOIL AND GROUNDWATER DATA** to **characterize** and **delineate** the contamination at the site and contamination migrating off the site so that a reasonable remediation strategy and cost estimate can be developed. Along with any available historical data, soil laboratory analytical data no older than five (5) years for historic contaminated areas must be provided and be sufficient to justify the proposed remedial activity for soil cleanup. The latest groundwater analytical data presented in the LCAR must not be older than 270 days from the time of the application per Chapter 62-780.700(3)(c), F.A.C. All soil and groundwater data must be presented in proper Table and Figure format.

If, in the determination of the Department, the LCAR is insufficient and does not meet the requirements set forth in Section IV of this application, the application shall be deemed insufficient and will be returned to the applicant. Any costs incurred related to conducting the requirements of the LCAR are not payable from the Inland Protection Trust Fund (IPTF) which supports the AC Program.

*NOTE: As stated earlier, if the information for Section IV.C. and the Application Package cannot be enclosed in the same sealed envelope, it may be included in a separate package with the following statement appearing on the package: “Section IV.C. of 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.

* 1. **Proposed Course of Action**

The applicant must provide the proposed course of action with task breakdown, submittal of an SPI showing the total estimated cleanup cost using rates not exceeding ATC Schedule of Pay Items (SPI) unit rates, the timetable for conducting the activities described in the proposed course of action, and a figure showing the proposed remediation plan layout, and the proposed cleanup endpoint . If the proposed course of action does not include the required cost estimate and timetable, the submittal will be deemed non-responsive and returned to the Applicant. The Advanced Cleanup Agreement (“**Agreement**”) requires the parties to continue with the work under the Agreement regardless of changes in ranking or score.

Proposals for less than total cleanup (*i.e. not reaching a RMO-I*) or a Conditional Closure 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 **$5 million** annual limitation per Applicant pursuant to Section 376.30713(4), F.S., if the total cleanup would exceed the eligibility-defined cap, or if the Property Owner/Responsible Party (Owner/RP) is seeking an alternate closure. 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.

* 1. **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. 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 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.

* 1. **Site Access Agreement**

Site Access Agreements must be submitted with the application and be **signed by each Property Owner** of the Facility (or an authorized representative). 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.

* 1. **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 other approaches to successful remediation.

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.

* 1. **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 and 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.

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1. **APPLICANT’S CERTIFICATION**

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)* |  |  |