FY 2026 IRL Council Request for Proposals

(October 1, 2025 – September 30, 2026)

CATEGORY 5: Priority Communities Projects

RFP SECTIONS:

1. Background and IRLNEP Priorities
2. Proposal Submission Requirements
3. Proposal Review and Award Information
4. Letter of Intent
5. Proposal Application

ATTACHMENTS:

1. Submittal Checklist
2. Maps and information on IRLNEP Priority Communities
3. Proposal Scoresheet
4. Sample Statement of Work
5. Sample IRLNEP Contract Agreement

PROPOSAL SUPPORT:
Please address any questions regarding this RFP in writing to info@irlcouncil.org. All submitted questions and responses will be posted on the Open RFPs page on the IRLNEP website at one lagoon.

The IRLNEP will offer several webinars about proposal development that could be of assistance to organizations that plan to submit a proposal. Details will be posted to our website at: https://onelagoon.org/open-proposal-requests/

PROPOSAL SUBMISSION DEADLINES:
Letters of Intent (Section 4) are due on Friday November 15, 2024 by 5:00 p.m. Letters of Intent received after this deadline will be considered non-responsive and returned to the applicant. Letters will be reviewed and evaluated. The projects aligning most closely with the intent and goals for this funding opportunity will be invited to submit a full proposal by December 13, 2024.

Full proposal packages are due on Friday, March 14, 2025 by 5:00 p.m. Proposals received after this deadline will be considered non-responsive and be returned to the applicant. The time of receipt of each application shall be determined by the time of receipt indicated on the IRL Council email. Please be aware that emails are not always received instantaneously, and it is incumbent upon the applicant to ensure that the email is timely received by the IRL Council. Applicants are encouraged to submit a day early and seek confirmation of the IRL Council's timely receipt of the application.

1. BACKGROUND AND IRLNEP PRIORITIES

Background
When the IRL Council, an independent special district of Florida was created in 2015 to serve as the host agency and fiscal agent for a reorganized IRLNEP, a new mission statement was created: "One Lagoon - One Community - One Voice". Our goal was to engage with and better represent all of our communities throughout the Indian River Lagoon watershed. With modest annual funding from local, state and federal sources, the IRLNEP administers an annual competitive grants program each year.

Source of Funds:
In fiscal years 2024 through 2026, approximately $1,180,400 is expected to be available from the IRL Council and IRLNEP for projects that can demonstrate direct benefits to priority communities identified in Attachment 1. The funding source for this RFP is from the Federal Bipartisan Infrastructure Law (BIL) administered through the U.S. Environmental Protection Agency with funding allocated to each of the 28 National Estuary Programs. The IRLNEP expects that multiple awards will be issued. A condition of BIL funding is that forty percent of funds must benefit traditionally underrepresented or underserved communities. The IRLNEP uses the term 'priority communities' to identify these communities.

The IRLNEP sees this funding as an opportunity to establish relationships with priority communities where little or no relationship had existed previously; to better understand and address the particular issues faced by priority communities; and to work more closely with communities to inclusively fulfil our mission of One Lagoon, One Community, One Voice. The Program is committed to project excellence and assisting communities in improving conditions within neighborhoods while also benefitting the Indian River Lagoon.

Priorities for Fiscal Year 2026:
The IRLNEP recognizes that needs within communities are not uniform within the region and that small projects have the potential for making large differences at the neighborhood level. For that reason, we are seeking high-quality proposals that benefit priority communities while also improving conditions in the Indian River Lagoon. Proposals may address local-scale environmental issues (e.g., flooding, litter, Lagoon-Friendly gardening and landscaping to reduce fertilizers and pesticides, etc.) or building capacity within non-profit organizations that serve priority communities to help them sustain projects and programs.

A broad range of approaches to problem-solving will be considered. Priority community projects and programs must align with the IRLNEP *Comprehensive Conservation and Management Plan (CCMP) – Looking Ahead to 2030*. The graphic below illustrates the thirty-two Vital Signs addressed in the CCMP. The project or program submitted for funding consideration must address a minimum of one Vital Sign. For more in-depth information

Fig. 1: IRLNEP Vital Signs wheel showing the thirty-two areas where action can be taken to improve health in the Indian River Lagoon.

about each vital sign and the types of actions that may be taken to address them, the IRLNEP CCMP can be found here.

Examples of project and program types include:

- Projects that:
    - **Improve community infrastructure** (e.g., preventing stormwater

flooding in neighborhoods, improving recreational opportunities through environmental improvements, etc.). Note that landowner, local government, or agency approvals and/or permits will be required for projects of this nature. The IRLNEP strongly recommends consultation and partnership with appropriate entities in advance of proposal development.

- **Improve community engagement, training and education about the environment** (e.g., installing community gardens, citizen science programs, native plant gardening, anti-litter campaigns, storm drain marking, clean-ups, etc.). Note that projects of this type should tie to water quality improvements in the Indian River Lagoon.
- **Build organizational capacity** for the applicant organization to expand its effectiveness and capability (e.g., capacity-building projects may include strategic planning to guide organizational development, leadership development, building effective boards of directors, developing and expanding staff skills, strengthening internal systems, etc.). Note that applicants must make clear connections between internal improvements to the organization and the long-term benefit(s) to the community being served. In cases where the organization desires to add additional staff, sound strategies should be proposed for how the organization will sustain capacity-building benefits after the funding period ends. Priority for funding will be given to organizations having established relationships in priority communities whose projects demonstrate direct and meaningful benefits to communities being served.

Eligibility Criteria:
Eligibility to apply as a primary applicant for funding under this RFP is restricted to legal non-profit organizations with 501(c)(3) status that are located within or near one of the IRLNEP's defined priority communities (see Attachment 2). Applicants are encouraged to develop strategic partnerships among local governments, agencies and other organizations that can improve and expand the project outcomes, benefits and sustainability. If partners are identified in a proposal, letters of support outlining the roles and responsibilities of every partner organization are required. Beyond demonstrating benefits to neighborhoods or communities, all proposals must also demonstrate a direct benefit to the Indian River Lagoon.

Conditions for funding:
The IRL Council, an Independent Special District of Florida, is the host organization and fiscal agent of the Indian River Lagoon National Estuary Program. The IRL Council will consider funding projects submitted to this request under the requirements set forth below. **Failure to meet all the requirements listed below at the time of proposal package submission will result in a proposal being deemed non-responsive. Please refer to Attachment 1 Submittal Checklist to make sure your proposal package is complete.**

- A Letter of Intent is submitted and accepted on or before the deadline. See Section 4 of this RFP for additional details pertaining to the Letter of Intent.
- The 6-page proposal is complete, submitted and received by the IRL Council office on or before the deadline per the instructions herein.
- The one-page executive summary is in the format defined per the instructions herein and included with the proposal (The one-page limit executive summary is not counted toward the 6-page limit).
- Any images (maps, photos, graphics) are provided as separate files and attached to the submittal email. Images should be no less than 300 dpi. Do NOT embed these images in a document. They should be attached to the email when submitting your proposal.
- The proposal must be accompanied by a cover letter from the director, or another person authorized to submit the proposal for the organization, company or individual. **The cover letter may only originate from the proposing agency. Another organization may not submit on behalf of the primary applicant.** This letter is not counted toward the 6-page limit.
- The proposal must be accompanied by a letter from an authorized representative of **every** partner listed in the proposal. A partner is any agency or organization that commits to working on the project and/or providing funding for the project (including volunteers, indirect or direct funding support). Letters should endorse the project, specify the partner's role in the project, and describe the partner's commitment (cash or in-kind) to the project (these letters are not counted toward the 6-page limit).
- The project must clearly benefit a priority community as defined and described in Attachment 2.

Requirements for Match:

Matching funds are not required under the terms of this funding.

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2. PROPOSAL SUBMISSION REQUIREMENTS

Submittal Deadlines and Information:

Letters of Intent are due no later than **5:00 p.m. on November 15, 2024**. All Letters will be reviewed and ranked by the IRLNEP Priority Communities Task Force and subject matter experts invited to review project ideas. Those projects most closely matching the goals for this funding will be invited to submit full proposals. Uninvited proposals will not be reviewed. See Section 4 for additional details about the Letter of Intent.

Full proposals are due no later than 5:00 p.m., March 14, 2025 for organizations invited to submit full proposals. Applications received after the deadline will be considered non-responsive and returned to the applicant without review. The time of receipt of each application shall be determined by the time of receipt indicated on the IRL Council email. Please be aware that emails are not always received instantaneously, and it is incumbent upon the applicant to ensure that the email is timely received by the IRL Council. Applicants are encouraged to respond a day early and seek confirmation of the IRL Council's timely receipt of the application.

Proposal Format:
Proposals must be submitted via electronic mail in Portable Document Format (PDF) to Daniel Kolodny, Chief Operating Officer (kolodny@irlcouncil.org), with a copy to Kathy Hill, Deputy Director (hill@irlcouncil.org). Applications will not be accepted via U.S. Postal Service or other mail carrier.

Proposals must include all information requested on the Project Proposal Application Form (included herein). Proposals will not be considered if the application form is incomplete. During the review and evaluation process, applicants may be asked to provide additional details of the work and associated financial information.

"Cone of Silence" and Award Timeframe:
Because members of the IRLNEP Management Conference may participate in the review of proposals, applicants should have no contact with IRLNEP Management Conference members for purposes of influencing decisions on which proposals receive funding during the review and award period of March 15, 2025 to May 13, 2025.

After review and ranking of proposals is complete, The IRL Council will prepare and post a Notice of Intended Decision regarding proposal awards on the IRL Council website. Applicants are responsible to monitor the website for addenda and notices regarding the Request for Proposals.

Once awards are authorized by the IRL Council Board of Directors, IRL Council staff will enter negotiations and begin working with the successful applicants in finalizing the award amounts and Statements of Work. The goal is to have all Statements of Work completed and agreements executed on or before October 1, 2025 or as soon as possible after the October 1 start of the fiscal year. Funds administered through this program are typically provided as a single reimbursement after project completion or in response to quarterly reports of progress and invoicing of work completed during the quarter.

- **IMPORTANT**: Proposed work cannot be reimbursed by the IRL Council if expenditures to be reimbursed are incurred by the applicant in advance of the IRL Council fiscal year and contract start date of October 1, 2025.

Sample IRL Council Agreement:
A sample IRL Council agreement is included as an attachment for informational purposes only and is not part of the application. While the IRL Council intends to use the sample agreement as a basis for the ultimate agreement entered into with selected proposers, the IRL Council reserves the right to add, delete, or amend terms contained in the sample agreement.

Legal Requirements:
Each applicant must comply with all federal, state, and local laws, ordinances, policies, rules, and regulations that are applicable to this RFP and the work to be performed under the awarded contract. An applicant's lack of knowledge about the applicable laws shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

Public Records:
Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If an applicant contends that part of its application is not subject to disclosure, the applicant shall identify specifically any information contained in the qualifications that the applicant considers confidential or otherwise exempt from disclosure under the Public Records Law, and the applicant shall cite the specific section of the law creating the exemption for such information. The IRL Council reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP.

Litigation Concerning the RFP and Agreement:
By submitting an application, the applicant agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the resulting Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Indian River County, Florida.

Public Entity Crimes:
As provided in the IRL Council Operating Procedures Manual, a person or affiliate who has been placed on the Convicted Proposers list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list (see section 287.133, Florida Statutes).

Non-Lobbying:
Pursuant to section 216.347, Fla. Stat., as amended, funds received from the IRL Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

Right to Protest:
Any actual proposer aggrieved in connection with the solicitation or award of a contract may file a written protest in accordance with the procedures outlined in the IRL Council Operating Procedures Manual.

IRL Council Discretion:
In its sole discretion, the IRL Council may withdraw this RFP either before or after receiving applications, may accept or reject any or all applications, may accept applications which deviate from the non-material provisions of this RFP, and may postpone the application due date and time. The IRL Council may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the applicant an unfair competitive advantage over other applicants, or (3) adversely impact the interests of the IRL Council.

Funding Contingencies and Restrictions:
Project funding from the IRL Council is subject to annual funding received from IRL Council local stakeholder contributions, Congressional appropriation to the U.S. EPA under Section 320 of the Clean Water Act for the National Estuary Program, and projected annual revenues from the sales of Indian River Lagoon license plates.

Strategic decisions related to IRLNEP work plan funding are determined annually by the IRLNEP Management Conference with final decision for project priorities and budget allocations by the IRL Council Board of Directors.

Funding of proposals selected under this Request for Proposals (RFP) is contingent upon availability of funds. There is no guarantee that sufficient funds will be available to make awards for all qualified projects. The exact amount of funds awarded for each project will be determined in
pre-award negotiations between the applicant and IRL Council staff with final award decisions by the IRL Council Board of Directors.

Proposals accepted for funding may have their requested amounts reduced based on Management Conference recommendations or availability of funding. In the event that a proposal is selected for funding but becomes subject to funding reduction, IRLNEP staff will notify applicants in advance of any reductions and will meet with proposers to provide a opportunity to consider the effect(s) that a funding reduction will have on the project scope and deliverables. The IRL Council is under no obligation to expend all funds allocated within a proposal category.

U.S. EPA Quality Assurance Project Plan (QAPP):
QAPPs are required for any project that collects data and receives funding from the U.S. EPA. Science and Innovation projects funded from this RFP are funded from **federal funds** and therefore require a QAPP before the project can begin. Guidelines for developing a QAPP can be found at Quality Assurance Project Plan (QAPP) Standard.

Spatial Boundaries:

All projects funded by the IRL Council are subject to spatial boundaries. IRL Council funds may be used for projects within the formal IRLNEP watershed boundary (Ponce de Leon Inlet, Volusia County to Jupiter Inlet, Palm Beach County), and the IRL-Halifax Buffer Planning Boundary (from Ponce de Leon Inlet, north 25 miles to High Bridge Road, Volusia County). A map of the IRLNEP watershed and IRL-Halifax Buffer Planning Boundary is attached. Projects outside of the IRLNEP watershed and planning boundaries will not be considered for funding.

Cost Sharing:

Cost share is not required for this RFP. However, for projects that have matching funds, applicants will be required to provide a declarative statement detailing the source of matching funds and when the matching funds will be secured for the project. Applicants using in-kind match should describe in detail the method for documenting in-kind matching contributions and/or volunteer time.

3. PROPOSAL REVIEW AND AWARD INFORMATION

An IRLNEP Proposal Review Committee will review and rank Letters of Intent and recommend which projects will be invited to submit full proposals. The proposal review committee will be comprised of a minimum of eleven members from the IRLNEP Priority Communities Task Force, members of the Management Conference, or external subject matter experts. The IRLNEP reserves the right to invite up to three (3) volunteers from outside of the IRLNEP Management Conference who possess special skills, expertise, or interest relevant to this RFP category to serve on the proposal review committee.

No oral presentations to the IRL Council Proposal Review Committee will be conducted. Written proposals will be reviewed and ranked based on their substance, adherence to guidelines and ranking criteria as presented herein.

Proposals will be reviewed by the IRL Council staff to determine if the proposal is complete (responsive) pursuant to RFP instructions herein. Proposals determined to be non-responsive will be neither reviewed nor scored by the proposal review committee. Responsive proposals will be reviewed and scored independently by members of the proposal review committee. Review committee members may declare conflicts of interest and recuse themselves from review and scoring of any proposal. After all ranking sheets are received by IRL Council staff, staff will review score sheets and assign addendum points as appropriate (see sample score sheet herein).

IRL Council staff will compile all the review sheets for each proposal and place them in numeric ranked order and normalized ranked order (high and low scores removed). If review of scores and ranking reveal additional concerns about outliers, the IRL Council staff may apply a third-level ranking using an appropriate statistical outlier analysis.

IRL Council staff will provide the following information to the IRLNEP Management Conference advisory committees (i.e. Management Board, STEM AC and CAC) for review, discussion, and recommendations at their respective publicly noticed meeting.

- Access to all submitted proposals.
- Project scores and rankings in EXCEL spreadsheets

A sample Proposal Score Sheet is provided (Attachment 3) for informational purposes only and is not part of the proposal application. Applicants should pay close attention to the attached score sheet when developing the proposal. Proposals with a numeric rank score below 75% will not be considered for funding.

Successful applicants will negotiate a detailed scope of work and enter into a contract with the IRL Council. All contract awardees are required to comply with all IRL Council contract provisions, including relevant insurance requirements. IRL Council project funding will be made available October 1, 2025 for the 2026 fiscal year (October 1, 2025 – September 30, 2026).

4. LETTER OF INTENT

A letter of intent is required as a first step in the application process. The letter of intent should provide a concise description of the work being proposed and outline the relevance and benefit(s) of the work to the priority communities being served. The IRLNEP Priority Communities Task Force will review all letters. Applicants who submit letters of intent that strongly align with program goals will be invited to submit a full proposal. Applicants may not submit a full proposal unless they receive an invitation from the IRLNEP. Any proposal submitted without completing this step will not be reviewed.

The required letter of intent should be sent via email to Daniel Kolodny, kolodny@irlcouncil.org, with a copy to Kathy Hill, hill@irlcouncil.org. Letters of intent must be received by electronic mail by 5:00 p.m. Eastern Time on November 15, 2024.

No more than one application may be submitted by any organization.

The format for the Letter of Intent should follow the template provided below and should not exceed four pages (one page cover page and three-page letter of intent).

Cover Page:

Project Title:	(Include the full title for the proposed project.)
Applicant:	(Include the full organization name, and contact information, including phone number, mailing address, and email address.)
Project Manager:	(Include the full name, title, and contact information, including phone number, mailing address, and email address.)
Amount Requested:	(Indicate the total amount of funds being requested.)
County/City:	(Include a brief description of the geographic extent of the proposed project.)
Partners (if any):	(List all organizations, local governments, or academic institutions that are participating in the proposed project.)
Project Timeline:	(Indicate the desired start and end dates for the proposed project. Note that projects cannot begin any sooner than October 1, 2025)

Letter of Intent (not to exceed 2 pages):

Background and Statement of Need:
Briefly define the community being served, description of the issue being addressed, need for this project to be accomplished, estimated number of people that will be served by the project, etc.

Proposed Activities:
Briefly describe the proposed activities for the project. Be sure to highlight proposed engagement with and involvement of priority communities.

Organizational Credentials:
Describe how the applicant organization is equipped to successfully accomplish the project. Briefly outline relevant expertise of the project manager and key staff, relationship to the community being served. Describe the organization's grant management capacity or identify a partner in the project with appropriate grant management experience.

Partner Role(s):
Provide a summary of the role(s) of each partner organization in the project, including their monetary contributions and in-kind contributions if applicable. The IRLNEP encourages non-profit organizations to partner with their local cities or counties to work jointly in solving environmental problems.

Expected Outcome(s) for the Project:
Outline the expected benefits that will inure to the communities being served by the project. Explain how success will be measured when assessing outcomes.

Budget Summary:
Provide a summary of the total budget for the project including estimates for personnel, fringe, travel, supplies, equipment, construction, contractual, other, and, indirect costs. Accompanying narrative for this section should be concise and brief. View this link for a definition of budget object classes. https://www.epa.gov/sites/default/files/2018-02/documents/budget_information_samplebudget_20_oct_09.pdf

Budget Categories	Description	Estimated Cost
		$00.00
		$00.00
		$00.00
		$00.00
		$00.00
		$00.00
		$00.00
		$00.00
TOTAL:		$00.00

5. PROPOSAL APPLICATION

INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM
FY 2026 PROPOSAL APPLICATION

Proposals must be received no later than 5:00 p.m., March 14, 2025.

Use the format below to submit your application. Submission of a full application is by invitation only after review of letter of intent. All items and questions must be addressed to receive funding consideration.

SUBMIT APPLICATION VIA EMAIL AS A PDF TO:
Daniel Kolodny (kolodny@irlcouncil.org) with a copy to Kathy Hill (hill@irlcouncil.org).

EXECUTIVE SUMMARY: (1-page limit)

Provide a one-page, single-sided Executive Summary that includes the following information and follows the 1-page format provided below.

Project Title:

Lead Organization and Partners:

Key CCMP Vital Sign(s) Addressed: (Link to Vital Signs)

Funding Amount Requested from IRLNEP:

Matching Funds (Optional but not required):

Total Project Cost (Requested IRLNEP funding plus Matching Funds, if any):

Project Description:
Provide a brief description of the project, not to exceed 250 words.

Key Outputs (Deliverables):
Outline the specific project deliverables as a list with brief descriptions of each (Examples could include number of clean ups conducted, number of educational workshops conducted, number of trainings held, etc.).

Key Outcomes (Benefits to priority communities and the IRL):
Outline the specific project benefits as a list with brief descriptions of each. Identify how the communities being served will benefit and include how the project benefits conditions in the Indian River Lagoon (Examples could include cleaner neighborhoods as the result of community cleanups and prevention of litter entering the lagoon; reduced fertilizer and pesticide use as the result of gardening workshops and reduced nutrients in the lagoon).

FULL PROPOSAL (6-Page Limit)

Section 1: Title Page

A. **Project title**.

B. **Project Applicant and Partners.** Identify primary applicant with a list of all partners and their specific roles in the project.

C. **CCMP Alignment**: Identify key CCMP Vital Signs (See Fig. 1 above) and levels of IRL health concern addressed by this project. Describe the deliverables for the project and any expected benefits.

Section 2: Project Description

A. **Background and Overview**
Provide a brief, succinct narrative of the issue being addressed and why the project is needed, what work will be done, the location of the project, etc.

B. **Project Outline and Deliverables**
Provide an overview of what the project will accomplish and define the specific project deliverables and timeline.

C. **Project Benefits**
Clearly describe and quantify, where possible, the expected benefits of the project to the communities being served and to the IRL. Be specific. Do not overstate expected outcomes.

D. **Justification**
Clearly articulate the need or urgency for implementing the project. Describe the effect(s) the project will have on priority communities.

E. **Partner Commitment**
Identify all project partners, and what components of the project they will be responsible for. If applicable, provide a statement detailing all sources and amounts of matching funds. Note that a letter must be provided by every project partner acknowledging their role and commitment to the project.

F. **Evaluation of Success**
Describe how success will be achieved, monitored, and evaluated. Provide key points in the project where evaluation will occur.

G. **Project Sustainability**
If the project seeks funding from the IRL Council for capacity-building, describe how the organization will prepare to sustain momentum after the funding period expires. If the project continues over multiple years without IRL Council funding, describe how the project will be sustained in future years.

H. Community Engagement

Document how the project plans to engage the community being served. Outline any behavioral changes encouraged by the project and state how you plan to assess improved knowledge, awareness, and behavior change in the community being served and among any volunteers participating in the project.

I. Experience and Past Performance

Clearly define the project team's expertise and experience to successfully implement the project. Document similar projects implemented in the last 5 years.

Section 3: Project Funding and Required Affidavits

A. Project Funding and Partnership

Note that matching funds are not a requirement under this Request for Proposals but should matching funds be available, they should be included in the Budget Table. Proposals must include a summary of the budget as shown in the example below:

Budget Category	*Cash*	In-kind
Total Project Cost	$ [Amount]	*N/A*
Funds requested from IRL Council	$ [Amount]	*N/A*
Applicant matching funds and type (cash and/or in-kind, if any)	$ [Amount]	*$XX.XX*
Partner 1 matching funds and type (cash and/or in-kind, if any)	$ [Amount]	*$XX.XX*
Partner 2 matching funds and type (cash and/or in-kind, if any)	$ [Amount]	*$XX.XX*
Partner 3 matching funds and type (cash and/or in-kind, if any)	$[Amount]	*$XX.XX*
Total Matching funds (cash)	$XX.XX	*N/A*
Total Matching funds (in-kind) Value of In-kind match (volunteer labor time is $31.61/hr.)	N/A	*$XX.XX*
% Match: (Total Match/Total Project Costs)	*X%*	

B. Detailed Project Budget Table

A detailed budget must be provided. It is recommended that the table below be utilized as a model. Include a list of all deliverables, detailed accounting of in-kind and cash match (if any), and sources of all funds: Identify all indirect or overhead costs and the rate used to calculate them (e.g., percent of total funding received from the IRL Council).

Task Line Item	Deliverables	IRLNEP Funding	Cost Share Funding	Cost-Share Source (Cash/In-Kind)
1	Deliverable 1	$	$	
2	Deliverable 2	$	$	
3	Deliverable 5	$	$	
4	Deliverable 6	$	$	
	Summary Costs	$	$	
	Total Project Costs	**$**		

Exhibit A

(not counted towards 6-page limit)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Non-procurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. To support this Certification, the prospective lower-tier participant shall attach documentation establishing that the participant is not debarred or suspended. Such documentation may be in the form of a printout of a search conducted using the name of the participant on the following website: www.sam.gov.
3. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Signature Date

_____ _____

Participant (potential recipient) RFP Number

_____

Name of Individual Signing

_____

Title

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) [ ] in person or [ ] online and subscribed before this _____ day of _____, 2024, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

_____ [Notary Stamp]

Notary Public Signature
Printed Name of Notary
My Commission expires:

ATTACHMENTS

Information on the following pages is provided for information only.

Attachments are NOT part of the proposal application.

ATTACHMENT 1:
Submittal Checklist

- ☐ Letter of Intent (Due November 15, 2024 by 5:00 pm.)
- ☐ Project Proposal (By invitation only, due by March 14, 2025 at 5:00 pm)
  - ☐ Cover letter from submitting organization's Director or other authorized individual that outlines the project scope and goals.
  - ☐ One-page Executive Summary.
  - ☐ Six-page proposal outlining the project's goals, deliverables and outcomes.
  - ☐ Any images, maps or graphics are provided as separate files and attached to the submittal email. Images are no less than 300 dpi.
  - ☐ Letters from each partner in the project that outline the partner's role, responsibilities and financial commitment (if any).
  - ☐ Certification Regarding Suspension and Debarment

ATTACHMENT 2:
Maps and Information on IRLNEP Priority Communities.

The entire document outlining the IRLNEP strategy for use of BIL funds and county-specific maps can be found here.

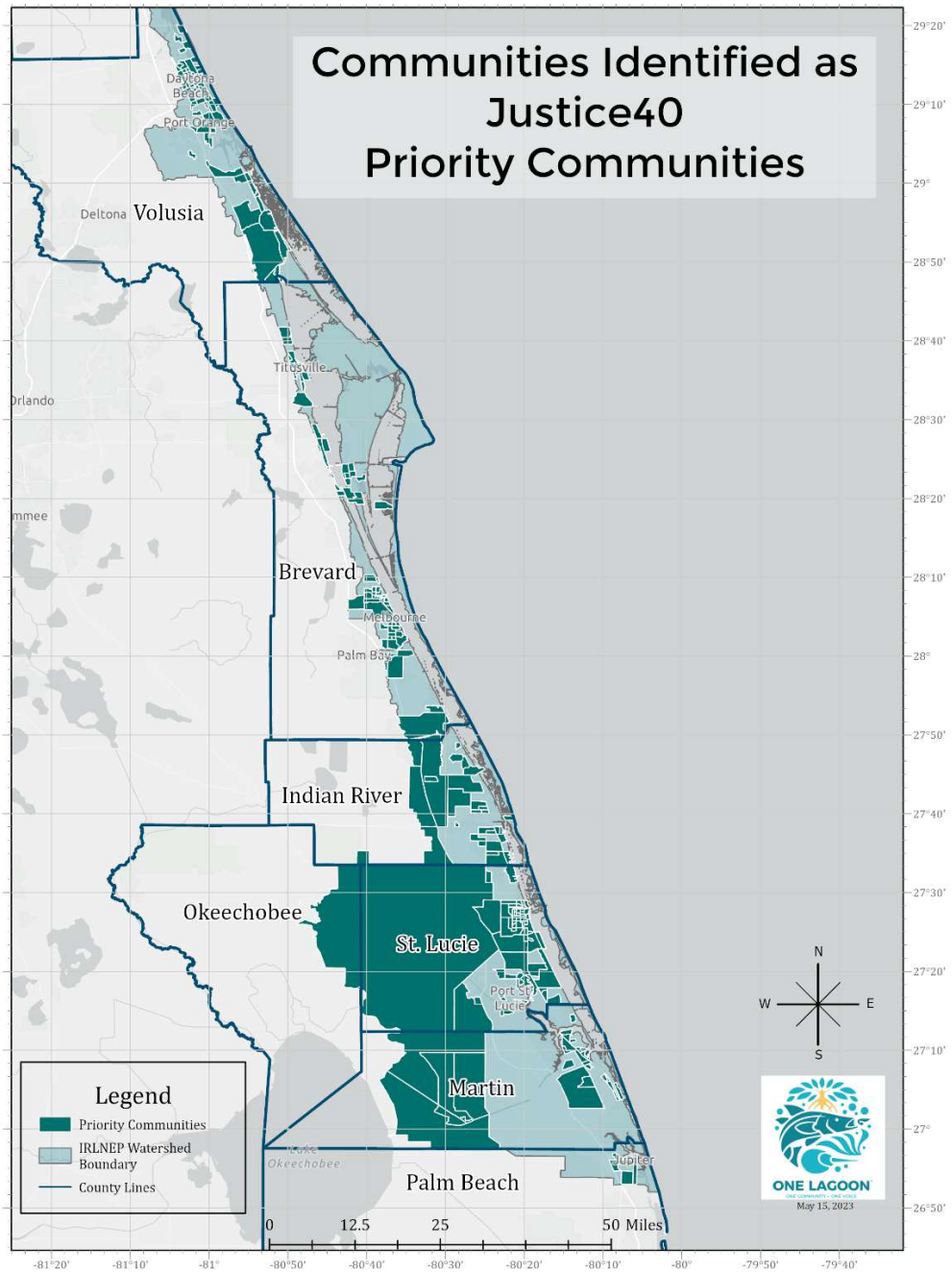

Fig. 1: The IRLNEP Priority Communities map identifies 321 census blocks within the seven-county watershed of the IRLNEP. The IRLNEP incorporated the 125 identified census blocks from the Environmental Protection Agency's Environmental Justice Tool 2.0 and overlaid the following datasets: 1. The Climate and Economic Justice Screening Tool 1.0 (CEJST) developed by the U.S. White House Council on Environmental Quality; 2. The U.S. Department of Education's Title 1 Schools; and 3. The Rural Economic Development Initiative (REDI) communities identified by Florida Statues, Section 288.0656.

Volusia County	**Brevard County**	**Indian River County**	**St. Lucie County**
Daytona Beach	Titusville	Fellsmere	Lakewood Park*
South Daytona	Cocoa	Gifford*	Fort Pierce North*
Port Orange	Mims*	Vero Beach	Fort Pierce
Holly Hill	Melbourne	Vero Beach South*	
Oak Hill	Palm Bay	West Vero Corridor*	
	Malabar	Florida Ridge*	
	Grant-Valkaria		
Martin County	**Palm Beach County**	**Okeechobee County**	
Stuart	Jupiter	Eastern Okeechobee Co.	
Port Salerno*	Limestone Creek*		
Indiantown			

Table 1: IRL communities having census blocks identifying them as priority communities. Note that not all places are cities or towns. Some are Census Designated Places (CDPs), statistical geographies representing settled, unincorporated communities that are locally recognized and identified by name. The purpose of CDPs is to provide meaningful census statistics for well-known, unincorporated communities. CDPs do not have a city hall or government and fall under county rule.

Attachment 3:
IRLNEP Proposal Score Sheet
RFP Category 5: Priority Communities Projects

IRLNEP FY 2026 Request for Proposals
Reviewer Name:
RFP Category:
Project Title:
Project Applicant:
Project Partners:
Requested Funding from IRLNEP: $
Applicant Match Amount (Not required, but list if any):
Total Project Cost (Requested Funding + Match Amount):

Bonus Points: This section will be filled out by IRLNEP staff and provided to reviewers as part of the proposal review process.		
PRIORITY COMMUNITIES PROJECTS EVALUATION CRITERIA	**POINTS AVAILABLE**	**POINTS EARNED**
Does the project promote coastal community resilience or adaptation? **If Yes, add 2 points.**	**2**	
Is the requesting organization a first-time applicant to the IRL Council?	**2**	
Does the project protect historical, archeological or cultural assets of significance? **If Yes, add 2 points.**	**2**	
Has the requesting organization failed to meet previous contract obligations to the IRL Council based on written documentation within the last 5 years? **If Yes, deduct 5 points.**	**– 5**	
Does the requesting organization have on-going projects that are past the 1-year contract deadline? **If Yes, deduct 5 points. For each additional year beyond the one year deadline, deduct another point.**	**– 5 to -9**	
Total bonus points awarded or subtracted:		

PRIORITY COMMUNITIES PROJECTS EVALUATION CRITERIA	POINTS AVAILABLE	POINTS EARNED
Executive Summary		
A 1-Page Project Executive Summary is provided, in proper format, and contains adequate information to explain the project. **Score 0 – 10 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
A. Project Overview		
Proposal is directly responsive to the priorities listed in the RFP. Proposal provides a succinct, descriptive overview of the work being proposed. **Score 0 – 20 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 8 points Good: 9 – 15 points Excellent: 16 – 20 points	**20**	
B. Project Deliverables		
Proposal is specific in quantifying project deliverables. Deliverables are appropriate to the project being proposed. **Score 0 – 10 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
C. Project Benefits		
Proposal clearly describes and quantifies, where possible, benefits to priority communities and to the Indian River Lagoon. Project outlines the expected benefits of the work to be done. **Score 0 – 20 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 8 points Good: 9 – 15 points Excellent: 16 – 20 points	**20**	

PRIORITY COMMUNITIES PROJECTS EVALUATION CRITERIA	POINTS AVAILABLE	POINTS EARNED
D. Experience and Past Performance		
Proposal outlines the project team's experience and expertise, ability to successfully manage financial responsibilities, track expenses and perform grant reporting. The proposal documents the organization's past performance in serving priority communities. **Score 0 – 10 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
E. Project Sustainability		
Proposal describes how the project can be sustained beyond the funding period of the RFP and outlines a strategy for how the project will continue beyond the funding period. **Score 0 – 10 points using the rubric below as a guide:** Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
F. Community Engagement		
Proposal clearly describes how the project will engage the community being served and how it plans to evaluate project success (via behavioral changes, improved knowledge or awareness in the community being served and among any volunteers participating in the project). **Score 0 – 20 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 8 points Good: 9 – 15 points Excellent: 16 – 20 points	**20**	

G. Project Partnership		
Proposal documents, via letters from each partner, the role of each partner and level of commitment throughout the project. Should there be matching funds identified, these are identified as either direct (cash) or indirect (in kind) **Score 0 – 10 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
H. Project Funding:		
Proposal contains a budget table that lists deliverables as tasks, identifies any matching funds, indirect and overhead costs and the rate(s) used to calculate them. **Score 0 – 10 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
I. Proposal Priorities		
Reviewers: Does the proposal align with the funding priorities outlined in the RFP and address at least one CCMP vital sign **Score 0 – 10 points using the rubric below as a guide:** Poorly presented/unresponsive: 0 points Adequate: 1 – 4 points Good: 5 – 7 points Excellent: 8 – 10 points	**10**	
J. Proposal Value Proposition		
Reviewers: Is the project a good use of IRL Council funding that will provide benefits to a priority community and the Indian River Lagoon? **Point Values: If Yes = 10 points; If No = 0 points.**	**10**	
Total Reviewer Score from above (Maximum 140 points):		
Total Staff-Assigned Bonus Points:		
Final Score:		

ATTACHMENT 4:
SAMPLE IRL COUNCIL STATEMENT OF WORK

I. NAME OF PROJECT

II. INTRODUCTION/BACKGROUND

III. VALUE PROPOSITION
Why are you doing this project? What are the expected benefits to the IRL based on the Vision, Mission and Goals of the IRLNEP?

IV. LOCATION OF PROJECT (Narrative and Project Location Map)

V. SCOPE OF WORK(Outputs/Deliverables)
- Output 1 (Deliverable) – Expected Outcome
- Output 2 (Deliverable) – Expected Outcome
- Output 3 (Deliverable) – Expected Outcome

VI. TASK IDENTIFICATION: Recipient shall complete the following tasks:
- Task 1. Identify Task.
- Task 2. Quarterly Progress Reports. The recipient shall submit quarterly progress reports starting after the first quarter following contract execution and continuing to project completion.
- Task 3. Identify Task.
- Task 4. Identify Task.
- Task 5. Project Administration and Final Report. The recipient shall complete 100 percent of the project and submit a project final report.

VII. DELIVERABLES AND TIME FRAMES

Task 1. Quarterly progress reports starting after the first quarter following contract execution and continuing to project completion. Quarterly reports must be provided in the standard format provided by the IRL Council as part of the contract agreement.

Deliverables due in Council office quarterly after contract execution. Deliverables: Quarterly Reports.

Task 2.

Deliverable due in Council office by (date). Deliverable:

Task 3.

Deliverable due in Council office by (date). Deliverable

Task 4. Project Final Report.

Deliverable due in Council office by (date). Deliverable: Project final report and 2 high resolution pictures as a separate file (jpeg or png).

VIII. BUDGET

Task Line Item	Deliverables	IRLNEP Funding Amount	Cost Share Funding Amount	Source of Cost-Share Funding (Cash/In-Kind)
1	Deliverable 1	$	$	
2	Deliverable 2	$	$	
3	Deliverable 3	$	$	
4	Deliverable 4	$	$	
5	Deliverable 5	$	$	
6	Deliverable 6	$	$	
	Summary Costs	$	$	
	Total Project Costs	**$**		

ATTACHMENT 5:
SAMPLE IRL COUNCIL CONTRACT AGREEMENT

RECITALS

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "The Project"):

Project Description: .
In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A.

Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents:
(1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until [Month/Day], 2026 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

(b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING.

(a) For satisfactory completion of the Project, the Council shall pay Recipient approximately xxx percent (xx%) of the total cost of the Project, but in no event shall the Council cost- share exceed $XXXXX. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) In-Kind Services. Recipient agrees to provide $XXXX in the form of in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost- share obligation of $XXXXX.

5. PAYMENT OF INVOICES

(a) Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to Dan Kolodny (kolodny@irlcouncil.org) with a copy to Kathy Hill (hill@irlcouncil.org). The invoice shall be submitted in detail sufficient for proper pre- audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses, the Council shall reimburse Recipient based upon the Council's xxx percent (xxx%) cost-share of the total approved expenses until the not- to-exceed amount of the Council's cost-share has been expended. The Council shall not withhold any retainage from this reimbursement. Council reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) End of Council Fiscal Year Reporting. The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional Project work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) Final Invoice. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

(d) All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice;(5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required);(9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) Travel expenses. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable.

(f) Payments withheld. The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) Annual budgetary limitation. For multi-year agreements, it is necessary for the Council to budget as accurately as possible the amount of funds that will be expended by the Council during each fiscal year. The Statement or Work, Attachment A, includes the parties' current projection of the Council's cost- share

on a fiscal year basis (October 1 – September 30). If Recipient's reimbursable costs exceed the budgeted amount during any fiscal year, the excess reimbursable costs shall be paid at the start of the next fiscal year. Recipient shall promptly notify the Council when it appears that Recipient's reimbursable costs will exceed the budgeted amount during any fiscal year and provide the Council with a revised funding plan. If the Council's annual budget permits, the Council may, in its sole discretion, prepare a Council Supplemental Instruction Form incorporating the revised funding plan and authorizing additional reimbursement during the current fiscal year.

6. INDEMNITY. Recipient shall indemnify and hold harmless, release, and forever discharge the Council, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Recipient, its employees or sub-contractors, in the performance of the Work. The Recipient shall further indemnify the Council for all costs and penalties the Council incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Recipient- employees performing under this contract.

7. INSURANCE. Recipient shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the Council as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Recipient waives its right of recovery against the Council to the extent permitted by its insurance policies. Recipient's insurance shall be considered primary, and Council insurance shall be considered excess, as may be applicable to Recipient's obligation to provide insurance.

8. FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the United States Environmental Protection Agency; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

9. PROJECT MANAGEMENT

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed

delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e- mail or fax are deemed delivered on the date transmitted and received.

IRL COUNCIL	**RECIPIENT**
[NAME], Project Manager	[NAME], Project Manager
IRL Council	[Agency/organization]
1235 Main Street	[Address 1]
Sebastian, Florida 32858	[City], FL [Zip]
[Phone]	[Phone]
[E-mail]	[E-mail]

(b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may issue a Council Supplemental Instruction (CSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the Council cost-share or Completion Date, or otherwise significantly modify the terms of the Agreement.

10. PROGRESS REPORTS AND PERFORMANCE MONITORING

(a) Progress Reports. Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.

(b) Performance Monitoring. For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

11. FAILURE TO COMPLETE PROJECT.

(a) Should Recipient fail to complete the Project, Recipient shall refund to the Council all of the funds provided to Recipient pursuant to this Agreement. However, the Council, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the Council may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the Council with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90- day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.

(c) This paragraph shall survive the termination or expiration of this Agreement.

12. TERMINATION

(a) Termination for Default. If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

(b) Termination for Convenience. The Council may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the Council, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

13. ASSIGNMENT. Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OFFUNDS.

(a) Maintenance of Records. Recipient shall maintain its books and records for the purpose of audit in accordance with the requirements of Attachment D, National Estuary Grant Program Requirements.

(b) Repayment of Funds. Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided

for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

(c) Inspector General. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

15. CIVIL RIGHTS. Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. DISPUTE RESOLUTION. Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.

17. DIVERSITY REPORTING. The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements. The Council encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

18. FEDERAL FUNDING REQUIREMENTS (<u>IF EPA FUNDED</u>). This Agreement is funded, in whole or in part, with funds received by the Council from the United States Environmental Protection Agency under the National Estuary Program for the Indian River Lagoon (CFDA No. 66.456), under the authority of section 320 of the Clean Water Act, 33 U.S.C. § 1251, et seq., and 40 C.F.R. Part 31 and 40 C.F.R. Part 35, Subpart P. The amount of federal funds provided under this Agreement is $[Amount]. Recipient, as a sub-grantee of these federal funds, must comply with the provisions of Attachment D.

19. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. INDEPENDENT ENTITIES. The parties to this Agreement, their employees and agents, are

independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.

21. INTEREST OF RECIPIENT. Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

22. NON-LOBBYING. Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. PERMITS. Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. PUBLIC ENTITY CRIME. 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 s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. PUBLIC RECORDS.

(a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

(b) IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS DANIEL KOLODNY AT KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.

(c) Recipient shall keep and maintain public records required by the Council to perform the Project.

(d) Upon request from the Council's custodian of public records, Recipient shall provide the Council 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, Fla. Stat. or as otherwise provided bylaw.

(e) Recipient shall 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 records to the Council.

(f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.

26. ROYALTIES AND PATENTS. Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the IRL Council has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

IRL COUNCIL	RECIPIENT XXXXXX
BY:	BY:
Signed	*Signed*
Duane E. De Freese, Ph.D. Executive Director	Typed and Title

APPROVED BY THE IRL GENERAL COUNSEL

	Attest:
Signed	*Signed*
IRLNEP, General Counsel	Typed Name and Title

ATTACHMENTS

Attachment A – Statement of Work
Attachment B – Insurance requirements
Attachment C – Council Supplemental Instructions Form
Attachment D – Terms and Conditions for Subawards or Subrecipients of EPA funds
Attachment E – Human Trafficking Affidavit

ATTACHMENT A - STATEMENT OF WORK

Inserted Here

See sample statement of work above on pages 28 – 29 of this RFP

ATTACHMENT B - INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which shall be considered primary coverage, with any Council insurance considered excess coverage. Contractor shall not commence the Work until it has provided Certificates of Insurance to the Council documenting such coverage. The "IRL Council" shall be shown as an additional insured under all policies to the extent of the Council's interests under this Agreement, except workers' compensation and auto liability. The insurance certificate shall include an endorsement requiring ten (10) days prior written notice to the Council before any change or cancellation is made effective. In addition, it shall have the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" stricken from the cancellation clause in the Certificate of Insurance. Any deductibles or self- insured retentions must be declared to and approved by the Council.

Contractor is responsible for any deductible or self-insured retention. Insurance is to be placed with insurers having an A.M. Best rating of A-:V or greater. Council receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) Workers' Compensation Insurance. Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers' compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to the Council.

(b) General Liability. Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than $300,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage, and (5) property damage resulting from explosion, collapse or underground (x, c, u) exposures. Extensions shall be added, or exclusions deleted to provide the necessary coverage. "Claims made" coverage will be accepted only after verification that "occurrence" coverage is not available.

(c) Automobile Liability. Minimum requirements of Florida law.

ATTACHMENT C

COUNCIL'S SUPPLEMENTAL INSTRUCTIONS (Sample)

DATE:

TO:

FROM: , Project

Manager CONTRACT/PURCHASE

ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Contractor's approval: (Choose one of the items below):

Approved: Date:

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: Date:

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: Date:

Attachment D

Terms and Conditions for Subawards or Subrecipients of EPA funds Inserted Here

Attachment E

Human Trafficking Affidavit

AFFIDAVIT OF _____ [individual's name]

STATE OF FLORIDA, COUNTY OF _____

Before me this day personally appeared _____, as the_____ [title], of _____, a company authorized to do business in the State of Florida, who, being duly sworn, deposes and says:

4. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
5. I am an officer or authorized representative of _____ [name of company].
6. _____ [name of company] does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

_____
Signature

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2024, by _____ [individual's name], as the _____ [title] of _____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [recipient/company's name] to the same.

_____
Notary Public Signature Notary Seal:

Print Name:_____

My commission expires: _____