# FY 2024 IRL Council and Indian River Lagoon National Estuary Program RFP Announcement

(October 1, 2023 – September 30, 2024)

## CATEGORY 1: Water Quality Restoration Projects

**RFP SECTIONS:**

1. Background and IRLNEP Priorities and Criteria
2. Proposal Submission Requirements
3. Proposal Review and Award Information
4. Proposal Application

**ATTACHMENTS:**

1. Map of the IRL Watershed
2. Proposal Scoresheet
3. Sample Statement of Work
4. 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 IRLNEP website at one lagoon.

**PROPOSAL SUBMISSION DEADLINE:**

Proposal packages are due on Friday January 6, 2023 by 5:00 p.m. Proposals received after this deadline will be considered non-responsive and returned to the applicant.

# CATEGORY 1 RFP: WATER QUALITY RESTORATION PROJECTS

## BACKGROUND

**Source of Funds:**
In FY 2024 approximately $450,000 is expected to be available for water quality improvement projects. Funding is from local contributions made by the IRL Council and specialty license plate funds from sales in Volusia, Brevard and Indian River counties. Multiple awards are anticipated.

The IRLNEP Management Conference makes funding recommendations based on the RFP review process detailed herein.

The IRL Council Board of Directors has the final decision on funding pursuant to annual availability of funds and recommendations from proposal review committees drawn from the IRLNEP Management Conference.

**Priorities and Criteria for 2024:**
The IRLNEP seeks high-quality, well-designed, water quality improvement proposals. Proposals must specifically identify outputs (deliverables) and outcomes (ecosystem benefits in the IRL) and provide quantitative estimates of nutrients, sediments and/or other pollutants to be recommended for funding.
In FY 2024, the IRLNEP will focus on water quality restoration projects that all meet criteria 1 through 3. Depending on the project type (Design and Engineering or Construction) additional criteria apply:

1. Water Quality project outputs and outcomes MUST align with the IRLNEP Comprehensive Conservation and Management Plan (CCMP) – Looking Ahead to 2030 for the IRL.

    - The graphic below illustrates the 32 Vital Signs contained in the CCMP. Funding priority will be given to the 3 critical health concern vital signs within the water quality category of the One Lagoon Vital Signs wheel (Impaired Waters, Stormwater and Wastewater). Health concern rankings for each vital sign are available online at one lagoon.

2. Water quality projects must address, but are not limited to, **reduction or removal of excess nutrients and other contaminants from land-based or legacy sources**. Examples include the following:
    - Stormwater projects.
    - Wastewater projects.
    - Septic to sewer conversions or septic to advanced septic conversions.
    - Groundwater remediation projects.
    - Muck removal and management projects.

3. Project proposals must quantitatively document how the project directly improves water quality (i.e. quantified projections of nutrient (minimum of TN and TP), sediment, and/or

contaminant reductions).

If a Design and Engineering (D&E) proposal the following criteria also apply:

4. Design and engineering projects must have 100% plans complete and permits secured to position a project for future funding. D&E projects MUST be completed within a 12- month period.

If a Construction proposal the following criteria also apply:

5. Construction projects must provide reasonable assurance that the project can be completed within a 12-month period. Priority will be given to projects that have secured all necessary permits at the time of submission.

6. Innovative, high-risk/high-reward, pilot-scale project proposals are encouraged. To be ranked highly and considered for funding, pilot projects must provide sufficient documentation that completion will deliver one or more of the following outcomes: enhanced effectiveness and efficiency that would transform lagoon-wide restoration practices; significant reduction of costs without sacrificing performance; and/or beneficial uses for waste streams that improve long-term sustainability.

Additional Priority Considerations:

- Large, complex, multi-agency projects that require multiple years of funding will be considered. Proposals must align with the priorities above and the following additional considerations:
    - Phased, multi-year projects requesting a final year of funding must provide evidence that one year of funding will assure project completion.
    - Proposals requesting the first year of funding for a phased, multi-year, multi-agency project must demonstrate and document:
        1. An urgent need to initiate the project for this funding cycle.
        2. A strategic pathway to project completion with definitive milestones and all funding sources identified and/or secured. If future years funding commitments are not identified or secured, applicant must demonstrate quantitative benefits from the phase 1 portion of the project.
        3. An ability to complete the first phase of work in 12 months with no expectation for the need for no-cost extensions.

**Conditions for funding:**

The IRL Council, an Independent Special District of Florida, is the host organization 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.**

- 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.
- Map and Photo(s) are included. Provide a high-resolution map of the project location and at least one photo representative of the project (site plan, technology, work of volunteers, etc.). These should be in JPEG or PNG format and a minimum of 300 dpi. Do NOT embed these images in a document. They should be attached to the email sent when submitting your proposal.
- The proposal must be accompanied by a cover letter from the director, or another person authorized to submit the proposal on behalf of the organization, company or individual. This letter is not counted toward the 6-page limit.
- **The proposal must be accompanied by a letter from an authorized representative of each partner listed in the proposal**. A partner is any agency or organization that commits to working on the project and/or 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.

**Requirements for Match:**

- Water quality restoration projects **must** demonstrate a minimum cost-share match of 50% of the total project cost of the project. Note that matching funds must be secured and documented prior to issuance of a contract.
    - Total project cost is calculated as: Amount requested from IRL Council + Cost-share match amount from all sources (cash and in-kind).
    - Cost-share match is calculated as: Match Amount/Total Project Cost.
- Proposals demonstrating higher cost-sharing levels will receive bonus points during proposal review and scoring (See Attachment 2: Proposal Scoresheet).
- All indirect costs may **NOT** be used as part of the cost share match portion of the total project cost. However, proposals demonstrating reduced indirect costs as part of the requested budget will receive bonus points during proposal review and scoring. Proof of federally negotiated indirect rates must be submitted to qualify for any reduced indirect bonus points.

## PROPOSAL SUBMISSION REQUIREMENTS

**Proposal Deadline:**

Applications for project funding are due no later than 5:00 p.m., January 6, 2023. Applications

received after the deadline will be considered non-responsive and returned to the applicant without review.

**Proposal Format:**
Proposals are required to be submitted via electronic mail in Portable Document Format (PDF) only 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 (attached). 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.

**Business Plan Development and Award Timeframe:**
Because members of the IRLNEP Management Conference will 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 January 7, 2023 through February 10, 2023. A full list of Membership Conference members can be found at: one lagoon.

The IRL Council will prepare and post a Notice of Intended Decision regarding proposal awards on the IRL Council website (one lagoon). 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, 2023 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.

- **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, 2023.

**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).

**Prohibition on Scrutinized Companies:**
As provided in F.S. 287.135(2)(a), by submitting an application, or entering into any agreement with the IRL Council, or performing any work in furtherance hereof, the applicant (if a company as defined in section 215.473, Florida Statutes) certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The applicant shall complete the attached Scrutinized Companies Certification Form which is attached here as Exhibit A.

**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. Water Quality projects funded from this RFP are not funded from federal funds and therefore require no QAPP. However, if you submit a water quality restoration proposal that includes data collection and monitoring, the IRLNEP suggests that you provide procedures you will use to ensure that samples, data, and subsequent reports are of high enough quality to meet project objectives.

**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 as Attachment 1. Projects outside of the IRLNEP watershed and planning boundaries will not be considered for funding.

**Cost Sharing:**
Applicants are encouraged to match requested funds at the highest possible level. Projects with higher cost-share ratios will receive higher scores within the applicable rating criteria. Both cash and in-kind contributions are acceptable for match calculations. 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 will be required to describe in detail the method for documenting in-kind matching contributions and/or volunteer time.

**Underserved and Underrepresented Communities:**
Proposals submitted by small, rural, economically challenged, underrepresented, or environmental justice communities will have bonus points awarded to balance the ability of more affluent communities to provide higher local cost-share matching funds. These considerations will be made in the proposal scoring and ranking process.

## PROPOSAL REVIEW AND AWARD INFORMATION

An IRLNEP Proposal Review Committee will review and rank projects. The proposal review committee will be comprised of a minimum of 9 members from the IRLNEP Management Conference. 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 that are determined to be non-responsive will not be reviewed nor scored by the proposal review committee. All responsive proposals will be reviewed and scored independently and individually by members of the proposal review committee. The only exception is when a committee member declares a conflict or potential conflict of interest associated with a 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 spread sheets.

A sample Proposal Score Sheet is provided (Attachment 2) 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 70% will not be considered for funding.

IRL Council project funding will be made available October 1, 2023 for the IRL Council 2024 fiscal year (October 1, 2023 – September 30, 2024). Applicants selected for inclusion in the IRLNEP FY 2024 Business Plan 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.

# PROPOSAL APPLICATION

### INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM
### FY 2024 PROPOSAL APPLICATION

Proposals must be received no later than 5:00 p.m., January 6, 2022.

Use this format to submit your application. 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. Headers are in Montserrat font (12 point). All other text is in Cambria font (11 point).

**Format for 1-Page Executive Summary**

| **Title of Project (Montserrat Font)** | |
|---|---|
| **Lead Organization and Partners:** | Name lead organization and all partners |
| **Project Location** | Descriptive location of project site with Latitude and Longitude |
| **Key CCMP Vital Sign(s):** | Name all Vital Signs that project addresses |
| **IRLNEP Contribution and Source:** | Dollars, IRL Council |
| **Partner Match:** | Dollars (XX%) for each partner |
| **Total Project Cost:** | Dollars Total |

**Project Description:**
Provide a brief overview of the project, not to exceed 250 words. List any quantitative reductions predicted, with estimates of TN and TP annual reductions.

**Key Outputs (Deliverables):**
Outline the specific project deliverables as a list with brief descriptions of each. Be sure to quantify any nutrient reduction estimates, acres of linear feet restored, etc.

**Key Outcomes (Benefits to the IRL):**
Outline the specific project benefits as a list with brief descriptions of each. Identify the short-, medium-, and long-term benefits that will be attained when the project is implemented.

## FULL PROPOSAL (6-Page Limit)

### Section 1: Title Page

A. Project title. Include the specific water quality improvement target(s) in the title.

B. Identify project primary applicant with a list of all partners and their specific role in the project.

C. CCMP Alignment: Identify all Indian River Lagoon Vital Signs and level of IRL health concern addressed by this project. Describe the expected quantifiable benefits. and describe quantified outputs (deliverables) and expected outcomes (benefits the project will provide over the short-, mid- and long-term) for each vital sign you list. Pay close attention to CCMP action recommendations.

## Section 2: Project Proposal Detail

**A. Project Overview**.
Provide a succinct narrative of the work being proposed. Describe the project and its location. Explain why the project is important; how CCMP priority areas are addressed by the project; and why the project is an urgent need that should be funded in Fiscal Year 2024.

**B. Quantify Project Outputs (Deliverables).**
Define the specific project deliverables and timeline. Possible examples include: pollutant or nutrient loading reductions in pounds per year; transformative impacts of a new technology; etc. Clearly cite methodologies used to quantify expected outputs.

**C. Project Outcomes (benefits to the IRL).**
Clearly describe and quantify, where possible, the expected benefits of the project to the IRL, its tributaries, or Halifax northern planning boundary. Example: If project deliverable is septic to sewer conversion, describe the expected short, medium and long-term benefits that are expected to arise as the result of project implementation.

Does the project provide other resource, infrastructure or economic benefits (e.g., aquifer recharge, water conservation, flood protection, coastal resiliency, endangered/protected species protection, public access, public safety, economic value, or sustainability? Be specific. Do not overstate expected outcomes.

**D. Technical Merit/Justification**
Clearly articulate the need or urgency for implementing the project. Describe why the project location was chosen and is appropriate to achieve success. Does the project enhance or continue ongoing programs? Describe why partners were chosen and identify the contribution each brings to the project. Confirm the project can be completed within the 1-year timeline and proposed budget.

**E. Partner and Local Commitment**
Specify whether the project is or is not a component of any adopted local or regional management plan such as a stormwater master plan, BMAP, Reasonable Assurance Plan (RAP) or local/regional IRL restoration plan. Document the amounts and status (funding in-hand, funding secured but not yet received, funding requested but not yet approved) of all partner funding provided to the project. Note that should the project be awarded IRLNEP funding, all match amounts must be secured before a contract will be issued.

**F. Project Readiness**
If you are proposing a Design and Engineering (D&E) Project, provide a detailed timeline of the D&E and permit process with expected milestones and dates. If you are proposing a Construction Project, document that the D&E process is complete, and list all required and secured permits. Provide status of any pending permit applications. For pending permits, provide documentation from the permitting agency or agencies that the permit has a high likelihood of being issued by the relevant agency.

For all projects, describe readiness to initiate proposed work by the October 1, 2023 contract start date. Provide a timeline that communicates the sequencing and timing of major tasks and identify any tasks performed by subcontractors or project partners.

- **IMPORTANT NOTE**: Construction projects that have D&E completed (100%) and all

permits issued will be ranked higher than those that are waiting on permit issuance and have uncertainties associated with project start dates and timeline to completion.

**G. Project Monitoring/Evaluation and Maintenance Plans**

Describe how success will be achieved, monitored, and evaluated. Provide key points in the project where evaluation will occur. Provide a description of the methodologies used for data quality control and management. Identify how long-term maintenance and/or monitoring of the project will be accomplished following completion.

**H. Project Sustainability**

If the project will seek funding from the IRL Council over multiple years, describe why recurring funding is needed. If the project will continue over multiple years without IRL Council funding, describe how the project will be sustained in future years.

**I. Citizen Engagement/Volunteers**

Citizen engagement will not be considered when ranking projects submitted under this RFP. Restoration projects utilizing volunteers to implement water quality restorations should be submitted under Community-Based Restoration, Category 3.

**J. Experience and Past Performance**

Clearly define the project team's expertise and experience to successfully implement the project. Include specific documentation of similar projects implemented in last 5 years with location, documentation of success, dates, cost of project and references to the agency or organization that funded the project.

Report whether the project has previously received funding from the IRLNEP or IRL License Plate (if yes, how much and identify years). Provide a statement for each project listed that addresses contract performance (i.e., timely delivery of quarterly reports and final report, project completion at or under budget, request(s) for no cost extension(s) and reasons for request(s)).

- **IMPORTANT NOTE**: If an applicant has failed to meet previous contract obligations to the IRL Council since October 1, 2015, as documented in writing, there will be a 5-point reduction in the overall score for the project.

Specify if the proposed project applied for or received funding from other sources. If yes, provide names of sources, amounts, timeline for funding decisions and if funds are or will be tied to specific project deliverables. If the project is ongoing using IRLNEP funding and has received a no cost extension to allow the project to be completed, explain the circumstances of the project's delay.

## Section 3: Project Funding

### Partnership and Cost Sharing

Identify all project partners, and what components of the project they will be responsible for. Provide a declarative statement detailing all sources of matching funds, amounts, and when the matching funds will be secured for the project.

Quantify and show calculations for all in-kind match. Note that Indirect Costs (Facilities and Administrative, F&A) will NOT be accepted as cost share.

Water Quality Restoration Projects (Category 1) are required to have a Minimum 50% (dollar for dollar) match of the Total Project costs. Match percent is calculated as Match

Amount/Total Project Costs.

Proposals must include a summary of the budget in the format below:

| **Example of a Summary Budget Table** | | |
|---|---|---|
| **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) | $ [Amount] | *$XX.XX* |
| Partner 1 matching funds and type (cash and/or in-kind) | $ [Amount] | *$XX.XX* |
| Partner 2 matching funds and type (cash and/or in-kind) | $ [Amount] | *$XX.XX* |
| Partner 3 matching funds and type (cash and/or in-kind) | $[Amount] | *$XX.XX* |
| Total Matching funds (cash) | $XX.XX | *N/A* |
| Total Matching funds (in-kind)<br>Value of In-kind match (volunteer labor time is $27.68/hr.) | N/A | *$XX.XX* |
| % Match: (Match/Total Project Costs) | *X%* | |

**Detailed Project Budget Table**

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

Sample Budget Table: Revise deliverable (task) descriptions and number of budget lines as appropriate to the type of your project and its scope – D&E Project or Construction Project:

| **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** | **$** | | |

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## Exhibit A

For a company as defined in section 215.473, Florida Statutes only
(Not counted towards 6-page limit)

SCRUTINIZED COMPANIES CERTIFICATION FORM
By execution below, I, _____, on behalf of _____ (hereinafter, the "Applicant"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Applicant has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Applicant is not on the Scrutinized Companies that Boycott Israel List nor is the Applicant engaged in a boycott of Israel.
3. If awarded a contract, the Applicant agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Applicant agrees that the certifications in this section shall be effective and relied upon by the IRL Council for the entire term of the contract, including any and all renewals.

**APPLICANT**:
By: Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
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:
## Map of the IRL Watershed and IRLNEP Project Planning Boundary

(Note: Project proposals within the IRL-Halifax planning boundary extension are encouraged).

## ATTACHMENT 2:
## IRLNEP Proposal Score Sheet RFP Category 1:
## Water Quality Restoration Projects

| IRLNEP FY 2024 Request for Proposals |
|---|
| Reviewer Name: |
| RFP Category: |
| Project Title: |
| Project Applicant: |
| Project Partners with Direct or In-Kind Support: |
| Requested Funding from IRLNEP: $ |
| Applicant Match Amount (must be no less than 50% of TOTAL PROJECT COST): |
| Total Project Cost (Requested Funding + Match Amount): |
| Percent Match (Match Amount/Total Project Cost): |

| **Bonus Points: This section will be filled out by IRLNEP staff and provided to reviewers as part of the proposal review process.** | | |
|---|---|---|
| **WATER QUALITY RESTORATION EVALUATION CRITERIA** | **POINTS AVAILABLE** | **POINTS EARNED** |
| Does the proposal show that the project is listed in an adopted Basin Management Action Plan (BMAP), or a Reasonable Assurance Plan? **If Yes, add 2 points.** | **2** | |
| Does the project promote coastal resilience, adaptation or implement strategies to address sea-level rise? **If Yes, add 2 points.** | **2** | |
| Will the project support IRL communities that are underserved or underrepresented? **If Yes, add 4 points.** | **4** | |
| Does the project protect historical, archeological or cultural assets of significance? **If Yes, add 2 points.** | **2** | |
| Has the requesting organization ever failed to meet previous contract obligations to the IRL Council based on written documentation? **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.** | **– 5** | |
| Project demonstrates reduced Indirect Costs.<br>– A minimum of 25% reduction: **1 point**<br>– 26% – 50% reduction: **2 points**<br>– Greater than 50% reduction: **3 points** | **1 – 3** | |
| Project demonstrates greater than the 50% match requirement. Note that reduced Indirect Costs may NOT be used as Match.<br>– 51% – 65%: **1 point**<br>– 66% – 75%: **2 points**<br>– 76% - 100%: **3 points** | **1 – 3** | |
| **Total bonus points awarded or subtracted:** | | |

| WATER QUALITY RESTORATION 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.<br>**Score 0 – 10 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 4 points<br>Good: 5 – 7 points<br>Excellent: 8 – 10 points | **10** | |
| **A. Project Overview** | | |
| Proposal is directly responsive to the restoration priorities listed herein and in the IRLNEP CCMP. Proposal provides a succinct, descriptive overview of the work being proposed, outlines the project deliverables and provides a time frame.<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |
| **B. Quantify Project Outputs (Deliverables)** | | |
| Proposal is specific in quantifying, the deliverables and cites, as applicable, the methodology used to quantify expected outputs.<br>**Score 0 – 10 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 4 points<br>Good: 5 – 7 points<br>Excellent: 8 – 10 points | **10** | |
| **C. Project Outcomes (Benefits to the IRL)** | | |
| Proposal clearly describes and quantifies, where possible, benefits to the IRL, its tributaries, watershed, or the Halifax northern planning boundary. Project outlines the expected benefits of the work to be done over the short-, mid- and long- terms and describes other resource, infrastructure, economic or quality-of-life benefits as appropriate.<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |

| WATER QUALITY RESTORATION EVALUATION CRITERIA | POINTS AVAILABLE | POINTS EARNED |
|---|---|---|
| **D. Technical Merit/Justification** | | |
| Proposal justifies the project's urgency and readiness; it identifies the projectlocation and explains why the site was selected and deemed appropriate for achieving success; connections to existing or ongoing programs are explained; and there is reasonable assurance that the project can be completed in one year.<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |
| **E. Partner and Local Commitment** | | |
| Proposal defines why partners were selected and clearly identifies the specific contribution(s) being made by all project partners. Proposal specifies whether the proposed project is included in any adopted local or regional management plans (stormwater master plan, BMAP, or local/regional IRL Restoration plan).<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |
| **F. Project Readiness** | | |
| If the proposal is for a Design and Engineering project (D&E), a detailed timeline is provided for D&E development and permitting, with expected milestones and dates noted.<br>If a construction project, proposal documents that D&E is completed, required permits are listed and the status of any required permit is noted. Proposal adequately describes project readiness to initiate work and a detailed timeline showing start/completion, milestones, dates for quarterly reports, and other major tasks are noted. **If permits are required, but have not been secured, 10 points is the maximum score for a construction proposal.**<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |

| WATER QUALITY RESTORATION EVALUATION CRITERIA | POINTS AVAILABLE | POINTS EARNED |
|---|---|---|
| **G. Project Monitoring/Evaluation and Maintenance Plans** | | |
| Proposal describes how project success will be evaluated or monitored and the timeline for any monitoring. Proposal notes the key points during the project where evaluation of success will take place.<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |
| **H. Project Sustainability Long Term** | | |
| Proposal describes the project's plan for phasing and funding if seeking multi-year IRL Council funding, OR. If the project will continue without IRL Council funding, describes how the project will be sustained long term.<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |
| **J. Experience and Past Performance** | | |
| Proposal clearly defines applicant expertise. Successful implementation of previous projects in the last 5 years is documented. References for funders of previous projects are provided. Proposal documents previous funding from IRL Council or IRLNEP and provides adequate explanation if a currently funded project is, or expects to, utilize a no-cost extension.<br>**Score 0 – 20 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 8 points<br>Good: 9 – 15 points<br>Excellent: 16 – 20 points | **20** | |

| WATER QUALITY RESTORATION EVALUATION CRITERIA | POINTS AVAILABLE | POINTS EARNED |
|---|---|---|
| **Project Funding: A. Partnership and Cost Sharing** | | |
| Proposal documents via letters from applicant and each partner the direct or in-kind match contribution to the project. Proposal details matching sources and amounts. Cost-share match is a minimum of 50% of total project cost. Proposal includes a summary budget table showing project cost, funds requested from IRL Council, total matching funds, and match as a percentage of the overall project cost.<br>**Score 0 – 10 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 4 points<br>Good: 5 – 7 points<br>Excellent: 8 – 10 points | **10** | |
| **Project Funding: B. Project Budget Table** | | |
| Proposal contains a budget table that lists deliverables as tasks, identifies all matching funds, indirect and overhead costs and the rate(s) used to calculate them, and notes reduced indirect charges, if applicable.<br>**Score 0 – 10 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 4 points<br>Good: 5 – 7 points<br>Excellent: 8 – 10 points | **10** | |
| **C. Proposal Priorities and Urgency** | | |
| **Reviewers:** Does the proposal document the project's immediate need for funding AND it addresses one of the 3 Critical Health Concern Levels in water quality (impaired waters, stormwater, wastewater)?<br>**Score 0 – 10 points using the rubric below as a guide:**<br>Poorly presented/unresponsive: 0 points<br>Adequate: 1 – 4 points<br>**Note: A project that does not address a Critical Health Vital sign cannot score above 4 points.**<br>Good: 5 – 7 points<br>Excellent: 8 – 10 points | **10** | |
| **D. Proposal Value Proposition** | | |
| **Reviewers:** Should the IRL Council/IRLNEP fund this proposal?<br>**Point Values: If Yes = 10 points; If No = 0 points.** | **10** | |
| **Total Reviewer Score from above (Maximum 220 points):** | | |
| **Total Staff-Assigned Bonus Points:** | | |
| **Final Score:** | | |

# ATTACHMENT 3:
# 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 4:
# 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], 2024 ("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 sixty (60) 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 fifty percent (50%) 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 fifty percent (50%) 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 OF FUNDS.

(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 by law.

(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.<br>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 A - STATEMENT OF WORK**

**Inserted Here**

**See sample statement of work above on pages 23 – 24 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