

Request for Proposals #09-01-2023

For:

Military Installation Resilience Review Development in East Central Florida

September 28, 2023

East Central Florida Regional Planning Council 455 N. Garland Avenue, Suite 414 Orlando, FL 32801

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PART I – PROJECT BACKGROUND AND GENERAL INFORMATION FOR RESPONDENTS

1. SUMMARY

Services Requested	Planning work for the East Central Florida Military Installation Resilience Review
Contract type	Time & Materials
Number of Contracts	One (1)
Duration	Eighteen (18) months
Contract Amount	\$800,000
Payment method	Net 30 or ACH
Planned duration of RFP advertisement	Four weeks
Start of advertisement period for RFP	September 28, 2023
Deadline for questions about RFP	October 11, 2023, at 4:00 p.m. Eastern Time
Deadline for responses to questions	October 16, 2023
Deadline for proposals	October 25, 2023, at 4:00 p.m. Eastern Time
Bid Opening	October 30, 2023 at 1:00 p.m. Eastern Time
Oral Interviews (if applicable)	November 9, 2023
Notice of Award	November 13, 2023

2. EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

East Central Florida Regional Planning Council (ECFRPC) is one of ten regional planning councils in the state of Florida. ECFRPC supports east central Florida by planning for and coordinating intergovernmental solutions to growth-related problems, providing technical assistance to local governments, and meeting the needs of the municipalities in our eight-county region: Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia.

The mission of East Central Florida Regional Planning Council is to serve our citizens and member governments by identifying and addressing regional issues through communication and collaboration to develop strategies that create a healthy, sustainable, thriving, and resilient region for future generations.

3. PROJECT OVERVIEW AND BACKGROUND

The need to increase the resilience of military installations is immediate in east central Florida. Major hurricanes and sea level rise are the most dramatic examples, but many other risks threaten the long-term sustainability of local military installations. These risks include natural hazards like shoreline erosion, increases in the frequency and intensity of tropical storms, and the risks imposed by heat, droughts, and wildfires. These hazards are compounded by manmade vulnerabilities such as incompatible urban development, lack of affordable housing and aging infrastructure.

The East Central Florida Military Installation Resilience Review (MIRR) will support the long-term resilience and sustainability of some of the Department of Defense's most significant military installations and the communities that support them. The MIRR will be a collaborative and strategic process that assesses the current and future resilience risks faced by the region's military installations, their respective tenant units, and the surrounding communities. Stakeholders will include county and municipal governments, military commanders, community stakeholders, educational institutions, and state and local agencies. The core purpose of the MIRR is to identify the risks, hazards, and vulnerabilities of concern.

It is anticipated that a time and materials contract will be awarded to the selected Respondent in the estimated amount of \$800,000.

ECFRPC is seeking a general consultant ("Contractor") who can:

- 1) Schedule project meetings and coordinate with ECFRPC staff, DoD representatives, and the project team;
- 2) Identify and facilitate regular project team meetings;
- 3) Submit monthly schedule, budget, and project status reports
- 4) Prepare a Project Management Plan (PMP) to include, at a minimum, the following elements: scope, budget, schedule, regular meetings and milestones, and expectations of the ECFRPC and Contractor
- 5) Serve as lead facilitator of all meetings of the Technical ("TAC") (Monthly) and Policy (Quarterly) Committees established by ECFRPC and the DoD OEA;
- 6) Conduct workshops (4-5) in collaboration with the ECFRPC and include outside experts, stakeholders, and committee members on specific topics;
- 7) Work with project participants to identify threats of concern;
- 8) Conduct a vulnerability and risk assessment based on identified threats;
- 9) Identify mitigation opportunities and funding pathways to reduce risk;
- 10) Develop benefit analysis; and
- 11) Carry out analysis, develop Military Installations Review Report and other work activities as outlined in the Scope of Work below.

ECFRPC's role on the project will be to:

- 1) serve as the prime applicant for the MIRR;
- 2) handle required federal reporting;
- 3) develop an initial list of key stakeholders and resources;
- 4) establish and coordinate both a technical and policy committee;
- 5) facilitate outreach with local governments;
- 6) Handle workshop logistics, committee coordination, and overall facilitation;
- 7) Plan and facilitate an eight and a half hour Functional Exercise (FE) and after action report; and
- 8) oversee Contractor activities, assignments, and deliverables.

4. SIGNATURES

The Proposal Signature page (see Part VI Submittal Forms) must be signed by an individual with authority to sign on behalf of the firm. If signature is by an agent, other than an officer of the corporation or firm or a member of a partnership, a notarized power-of-attorney must accompany the Proposal.

GOVERNING LAW

Interested firms agree that contractual agreements with ECFRPC shall be governed by the Laws of the State of Florida, and the venue for any legal action will be Orange County, Florida.

A person, affiliate, or corporate entity that has been placed on the State of Florida Convicted Vendor List and/or Federal Excluded Parties List may not submit an offer to perform work as contractor or subcontractor with ECFRPC, which is a public entity, and may not transact business with ECFRPC for a period of 36 months from the date of being removed from the Convicted Vendor List and/or the Excluded Party List.

6. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, SCRUTINIZED COMPANIES LIST, AND E-VERIFY REQUIREMENT

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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 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 awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who

has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply 5 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. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that ECFRPC has the option to terminate any contract for goods or services of \$1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.235 (5), been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that ECFRPC has the option to terminate any contract for goods or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. E-Verify: In accordance with Section 448.095 Florida Statutes, the Awardee/Contractor/Consultant agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Awardee/Contractor/Consultant must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Awardee/Contractor/Consultant enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor/Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor/Consultant shall maintain a copy of such affidavit for the duration of the award/contract.

If ECFRPC has a good faith belief that the Awardee/Contractor/Consultant has knowingly violated Section 448.09(1), Florida Statutes, ECFRPC shall terminate the Contract with the Awardee/Contractor/Consultant, and the Contractor may not be awarded a contract with ECFRPC for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor/Consultant is liable for any additional costs incurred by ECFRPC as a result of the termination of the award/contract. If ECFRPC has a good faith belief that a

subcontractor knowingly violated the law, but the Awardee/Contractor/Consultant has otherwise complied with the law, ECFRPC shall promptly notify the Awardee/Contractor/Consultant and order the Awardee/Contractor/Consultant to immediately terminate the award/contract with the subcontractor.

7. NOTIFICATION OF AWARD/RIGHT TO PROTEST

ECFRPC will award a contract to the highest-ranking competitive Contractor deemed most qualified to provide the services requested by this RFP. The awarded Contractor must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at http://dos.myflorida.com/sunbiz. Notification of ECFRPC's decision regarding this solicitation will be posted on ECFRPC's website.

8. FAILURE TO FILE A PROTEST

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida statutes. This includes, but is not limited to, any objection to or protest of this Request for Proposal, Notice of Award, the form and content of the Proposals, and/or the actions of ECFRPC.

9. ACCEPTANCE AND RIGHT OF REJECTION

Respondent understands that Proposals are to remain open for an acceptance period of 120 (one-hundred twenty) days after the submittal due date for evaluation purposes. ECFRPC reserves the right to reject any/all Proposals.

PART II - ADDITIONAL CONDITIONS

1. ADDENDA

ECFRPC reserves the right to revise or amend this RFP. Such revisions and amendments, if any, shall be announced by Addenda to this RFP. Revisions to this RFP, if any, shall be made by written addendum posted to: https://www.ECFRPC.org/RFP. Proposal due date shall be at least five (5) working days after the last Addenda.

2. MINOR IRREGULARITIES

ECFRPC reserves the right to either (1) waive any minor irregularities or clerical errors, which are not material and do not prejudice other Applicants; or (2) to reject any, and all, Proposals submitted as non-responsive. Conditional Proposals or those which take exception to any provision of the RFP may be considered non-responsive and may be rejected.

3. PUBLIC RECORDS DISCLOSURE

Pursuant to Section 119.0701(2), Florida Statutes, the following provision shall be included in any contract entered between the ECFRPC and the successful contractor:

Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

- 1) Keep and maintain public records required by ECFRPC to perform the service
- 2) Upon request from ECFRPC's custodian of public records, provide ECFRPC 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
- 3) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the ECFRPC
- 4) Upon completion of the contract, Contractor shall transfer to ECFRPC, at no cost to the ECFRPC, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the ECFRPC, upon request from ECFRPC's custodian of public records, in a format that is compatible with the information technology systems of the ECFRPC. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, ECFRPC may terminate the Agreement

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE BOWES AT: JBOWES@ECFRPC.org.

4. INSURANCE REQUIREMENTS

The Contractor shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to an Agreement.

The Contractor shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to an Agreement.

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to, coverage for bodily injury and property damage, personal and advertising injury, products and completed operations, and contractual liability. In general, coverage must be written on an occurrence basis, with limits of liability no less than:

Workers Comp

Part One: "Statutory"

Part Two: \$1,000,000 Each Accident

\$ 500,000 Disease - Policy Limit \$ 500,000 Disease - Each Employee

General Liability

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

Automobile

\$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Professional

\$ 3,000,000 Each Claim

\$ 3,000,000 Annual Aggregate

Please provide proof of insurance and existing level of coverage. Details will be worked out with the selected Contractor(s) during contract negotiation including the addition of East Central Florida Regional Planning Council as an additional insured, as appropriate.

5. OWNER'S RIGHTS

ECFRPC reserves the right, in its sole and absolute discretion, to:

- a. Amend, suspend, or terminate this RFP
- b. Revise and modify, at any time prior to the RFP due date, factors it will consider in evaluating Responses and to otherwise revise its evaluation methodology
- c. Extend dates, time periods or deadlines in this RFP
- d. Reject any and all responses in whole or in part which are non-conforming, non-responsive, or conditional responses
- e. Waive minor deficiencies, informalities, irregularities or defects
- f. Suspend and/or terminate this procurement process at any time
- g. Reissue the same RFP or a different RFP for this Project
- h. Hold meetings and conduct discussions and issue correspondence with one or more of the Respondents to seek an improved understanding and evaluation of the Responses to this RFP
- i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process
- j. Accept the RFP that in its judgment will be in the best interest of ECFRPC
- k. Suspend, discontinue, and/or terminate negotiations at any time prior to the actual authorized execution of a contract by all parties
- I. ECFRPC expressly reserves the right to exercise all rights available to it under this Section and other provisions of applicable Florida law pertaining to this Request without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Respondent, team member or any other person

6. DISQUALIFICATION/REJECTION

Without limiting the foregoing, ECFRPC may disqualify and reject any Respondent (including its sub-Contractors, affiliates, partners, and parent organizations) that:

- a. Fails to include information in its Response required by this RFP
- b. Engages in conduct prohibited by this RFP
- c. Fails to obtain the ECFRPC's consent for any action when required by this RFP
- d. Is involved in pending litigation concerning ECFRPC or its Member Governments
- e. Submits false or misleading information in its Response
- f. Has a conflict of interest
- g. Fails to disclose any information which, if disclosed, would materially adversely affect ECFRPC's evaluation of the Response, or
- h. Otherwise fails to comply with or breaches any material requirement of this RFP

7. PROPOSAL COSTS AND EXPENSES

All costs and expenses incurred by a Respondent, or any person working on behalf of a Respondent, in connection with the Request, including the preparation and submission of a Response, providing additional information, attendance at meetings, presentations or interviews, and any other actions taken by a Respondent in response to the Request shall be the sole responsibility of the Respondent. ECFRPC and its agents, officers, and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Respondent, team members or any other person as a result of this Request.

8. NON-COLLUSION

The Respondent shall declare that the only person(s) or party(s) interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that is made without collusion with any official of ECFRPC and that the Proposal is made without any connection or collusion with any person submitting another on the Contract included herein. By submitting a Response to this RFP, Contractor also represents that its Response has been prepared without collusion or fraud and in fair competition with other Contractors, without any restraint on free competition, and acknowledges that the ECFRPC is acting in reliance upon that representation.

9. ACCESS TO MILITARY INSTALLATIONS

The Contractor shall comply with all security, citizenship, and identification requirements of the DoD and each of the military installations to gain access to site visits.

PART III - PROJECT SCOPE AND TASKS

1. SCOPE OF WORK

ECFRPC seeks Contractor support for the Project, including the following:

- Subject matter expertise to conduct research, analysis, strategic guidance, advising, resolution strategies and outreach support;
- Technical support services for developing maps of locations of resilience risks and impacts in the study area that are readable within standard Geographic Information Systems (GIS) software (e.g., Esri's ArcMap, etcetera);
- Additional technical services to complete planning tasks.

The military installations that will be the subject of this Contract will include NSA Orlando, Patrick Space Force Base and Cape Canaveral Space Force Station. Additional special areas also include NOTU- Navy Port at Port Canaveral which supports mission capability and readiness of the Trident submarines and surface ships of the US Atlantic fleet; NSWC Carderok, operation of S Toto (STAFAC), a depot level maintenance facility which provides management and logistic support for East Coast full scale ship and submarine acoustic trials; and Army Command and US Coast Guard Command at Port Canaveral where the Army manages transportation command & US Coast Guard provides patrol of hazardous material at surrounding locations.

The Contractor shall present the proposed approach for completing the tasks outlined below. The Contractor shall demonstrate how the objectives will be achieved and how the Contractor will assist the ECFRPC staff in establishing priorities, timelines, task orders, schedules, and budgets. The Contractor shall describe unique models, methodologies, or products that will be utilized in fulfilling the scope of services. The efficient use of manpower and materials shall be considered. Contractors must demonstrate detailed understanding of the Federal, State, and local requirements and compliance with those requirements. Contractor must demonstrate their knowledge of Resilient Florida legislation and Implementation Funding mechanisms as well as alignment to ECFRPC resilience efforts including the integration of the R2C defined drivers of vulnerability, R2C Risk Assessment (available upon request), and application of the findings within ECFRPC vulnerability assessment methodology. Considerations for natural resources and the One-Water concept should be integrated into the proposal efforts.

KEY DEADLINES

ECFRPC envisions this Project to take approximately eighteen months. The project schedule originally submitted to DoD is outlined below. ECFRPC will consult with DoD regarding the project timeline.

- A. Unified Resilience Assessment Standard for the Region (**Due May 31,2024**)
- B. Geospatial data (**Due December 27, 2024**)
- C. Final Summary Report (**Due January 31, 2025**)
- D. Opportunity Assessment Report and Cost Benefit Analysis (**Due February 28**, **2025**)
- A. A performance measures report (**Due March 31, 2025**)
- Military Installation Resilience Review Report and supporting documents (Due March 31, 2025)
- C. Emergency Preparedness Exercise and After Action Report (**Due March 31, 2025**)

Further details on these deliverables may be found under the tasks below. ECFRPC is open to recommendations on improving the work program, including timing of activities, if it satisfies the needs of the Department of Defense and East Central Florida's Military Installations.

TASK 1 - PROJECT MANAGEMENT

The selected contractor will, at a minimum: regularly schedule project meetings and coordinate with ECFRPC staff, DoD representatives, and the project team; identify and facilitate milestone meetings; and submit monthly schedules, budgets, and project status reports. The selected contractor will prepare a Project Management Plan (PMP) to include, at a minimum, the following elements:

- a. Scope
- b. Budget
- c. Schedule of tasks, meetings, milestones, and delivery dates
- d. Regular meetings and milestones
- e. Expectations of ECFRPC and stakeholders (e.g., documents to be provided, coordination required, etcetera)
- f. Team structure, include subcontractors if applicable
- g. Team member contact information, including names and locations of key staff
- h. Quality Assurance / Quality Control plan

At various points, the selected Contractor will meet with the project team selected for RFP #09-01-2023. This Contractor will be performing a separate piece of the larger MIRR process to work towards the development of formal partnership agreements among the military installations of east central Florida and the surrounding communities. These meetings will be for basic coordination and discussion of how the community partnership agreements could be integrated into the implementation of the MIRR.

Deliverables:

- a. A project orientation workshop with the selected contractor, ECFRPC staff and DoD representatives to discuss the goals and tasks of the project and to establish working relationships among the installation representatives, ECFRPC, and the selected contractor
- b. Project Team Meetings (at least monthly)
- c. Progress Reports (monthly and final)
- d. Prepare a Project Management Plan (PMP)
- e. Financial and other federal reports (4-6)

TASK 2 – BASE AND COMMUNITY ENGAGEMENT

The Contractor shall handle the following part of this task:

A. Serve as lead facilitator of all meetings of the Technical ("TAC") (Monthly) and Policy (Quarterly) Committees established by ECFRPC and the DoD OEA;

- 1). Develop agendas, handle meeting logistics (virtual and in-person to the extent possible), develop and distribute meeting materials, prepare meeting summaries, handle meeting follow-up;
- B. Facilitate and determine analysis priorities;
- C. Confirm preferred data sources and stakeholders for project research;
- D. Identify security concerns and limitations for military installations research that will be incorporated in public facing deliverables;
- E. Conduct workshops (4-5) with including outside experts, stakeholders, and committee members on specific topics to understand risk, vulnerability, and potential impacts;
 - 1). Define stakeholder workshop(s) goals, objectives, format, and anticipated outcomes;
 - 2). Create summary outline with Project Team feedback;
 - 3). Confirm meeting(s) format (virtual or in-person);
 - 4). Brainstorm preliminary list of desired experts, work with ECFRPC and individual military installations to develop stakeholder lists;
 - 5). Develop the draft and final agendas;
 - 6). Facilitate workshop discussions;
 - 7). Take notes and Create summary;
 - 8). Summarize workshop feedback;
 - 9). Facilitate workshop debriefing with project team;
 - 10). Create an outline of the final workshop report;
 - 11). Solicit Project Team and TAC feedback;
 - 12). Deliver presentations on technical materials from research and report tasks

Deliverables:

- a. Technical Committee Meetings (at least monthly)
- b. Policy Committee Meetings (at least quarterly)
- c. Community workshops (at least 4)
- d. Priority analysis
- e. Draft and final interim white papers, memoranda, and reports

TASK 3 – INITIAL RESILIENCE ASSESSMENT

Under this task, the contractor shall work with ECFRPC staff, DoD installation representatives and other stakeholders to identify key threats and vulnerabilities, and possible priorities for mitigation. This will include the following:

A. Determine analysis scope and priorities with DoD, ECFRPC, and Technical and Policy Committees;

- 1). Identify and scope sectors to be analyzed (infrastructure systems, transportation systems, communication systems, water and wastewater, power, housing, and other relevant sectors) to assess how potential hazards will impact critical services;
- 2). Scope the identified hazards, climate projections, and non-climate stressors to be included;
 - a) Hazards should include current probability, frequency, intensity, and level impact. Hazards should include future probability and projected impact;
 - b) Climate projections in general should include but are not limited to sea level rise, increased temperatures, and precipitation predictions (including use of NOAA/SERDP sea level rise models, Florida legislative requirements, and ECFRPC regional data);
 - c) Non-climate stressors may include but are not limited to land use change, population and demographic change, housing, childcare and economic development patterns;
- 3). Establish projected climate-risks, scenarios, and time periods to be evaluated, assuring alignment with Federal and State legislative requirements;
- B. Identify and maintain resources on previous studies, data, and relevant reports as background information to Project Tasks;
 - 1) Identify and gather regional climate studies, geospatial, and other relevant data, and studies to identify hazards. Gather local and regional utility data, transportation, infrastructure, and other sector studies, in cooperation with ECFRPC and the TAC;
 - 2) Identify data gaps;
- C. Perform interviews with key installation and community personnel to identify risks to operations;
- D. Identify and map military installations' resilience threats;
 - 1) Develop preliminary outline for identifying and mapping military installations' resilience threats and scope the project;
- E. Develop deliverable content (e.g., key hazards, issues, gap identification, GIS maps, etc.);

Deliverables

- a. Priority Sector Analysis. Introductory presentation, straw proposal including selection criteria, draft and final report with final recommendations on sector selections
- Threat and Hazard Analysis. Introductory presentation, straw proposal including selection criteria, draft and final report with final recommendations on threats and hazards
- c. Data and Resource Archive
- d. Technical presentations
- e. Hazard Analysis will be used to develop a Unified Resilience Assessment Standard for the Region

TASK 4 – MODELLING IMPACTS OF POTENTIAL THREATS

Under this task, the Contractor shall work with ECFRPC staff, DoD installation representatives and other stakeholders to understand the consequences of the identified resilience failures. This task will further refine the priorities identified in Task 3 and include the following:

- A. Conduct vulnerability assessment
 - 1) Assess impact of hazards (short, medium, and long-term) on sectors and community. Determine ability to respond during an event
 - 2) Determine adaptation capability (adaptation measures, capital improvement plans, human capital, built environment, financial resources, etc.)
- B. Work with Committees to identify short, medium, and long-term impacts and consequences for risks to operations;
 - 1) Evaluate and prioritize vulnerabilities and consequences for risks to operations
 - 2) Develop any appropriate recommendations and provide associated draft documentation;
- C. Map out existing responsibilities / capabilities of installations and surrounding communities and organizations;
 - 1) Identify emergency response capabilities and responsibilities;
 - 2) Identify short- and long-term facility and capital improvement plans and requirements;
 - 3) Identify environmental stewardship responsibilities;
 - 4) Identify existing leadership responsibilities / capabilities for identified tasks;
 - 5) Develop any appropriate recommendations and provide associated draft documentation;

Deliverables Vulnerability assessments

- 1) Maps
- 2) Technical presentations
- 3) Draft and final interim white papers, memoranda, and reports

TASK 5 – MUTUAL SUPPORT AMONG REGIONAL INSTALLATIONS AND LOCAL GOVERNMENTS

Under this task the Contractor will work with ECFRPC, the TAC and Policy Committee on the development of mutually beneficial intergovernmental partnerships among the region's military installations, organizations and local governments. The goal of Task 5 is to evaluate the feasibility of mutual support agreements among DoD installations, local governments and support organizations. Task 5 of this RFP is focused on the potential for agreements for mutual aid in short term disaster response or for long-term cooperation in mitigation and recovery. Task 5 should be coordinated with Task 8. The tasks will include:

- A. Identify regional synergies for resilience support, collaborations, and potential solutions
- B. Identify Continuity of Operations Plan (COOP) mission / task alignment opportunities across installations
- C. Identify other mission / task alignment opportunities with regional partners
- D. Develop benefit analysis
- E. Work with installations to develop Unified Resilience Assessment Standard appropriate for the geography and climate of east central Florida;
- F. Develop any appropriate recommendations including funding pathways and provide associated draft documentation

Deliverables

- 1) Continuity of Operations Plan (COOP) mission / task alignment opportunities report
- 2) Recommendations
- 3) Draft and final interim white papers, memoranda, and reports
- 4) Unified Resilience Assessment Standard

TASK 6 – DEVELOP RECOMMENDATIONS AND IMPLEMENTATION PLAN

Under this task the Contractor will identify recommendations and actions for DOD, stakeholders, and relevant agencies to address shared responsibility of climate risks. The Contractor will identify appropriate responsible parties, timelines of impacts, identification of priorities (short, medium, and long-term), estimated costs, a monitoring plan, appropriate financing mechanisms to implement the recommendations, and recommendations for an organizational structure and process that promotes participants to continue collaboration on resilience issues beyond completion of the project. The tasks will include:

- A. Develop implementation site-specific solutions and implementation strategy;
 - 1) Assess feasibility of implementing site-specific solutions;
 - 2) Work with DOD and stakeholders to develop site-specific solutions and identify feasibility (cost analysis, structural and non-structural mitigation measures will

be evaluated and compared);

- 3) Develop recommendations and implementation plan;
- 4) Identify recommendations and actions for DOD, stakeholders, and relevant agencies to address shared responsibility of climate risks. The Contractor will identify appropriate responsible parties, timelines of impacts, identification of priorities (short, mid-term, and long-term), estimated costs, a monitoring plan, appropriate financing mechanisms to implement the recommendations, and recommendations for an organizational structure and process that promotes participants to continue collaboration on resilience issues beyond completion of the project;
- 5) Conduct site visits where applicable to determine feasibility;
- 6) Assess feasibility of implementing site-specific solutions;
- 7) Handle verbal and written review and feedback on progress reports and draft analyses;
- 8) Draft and provide periodic update to the Project Team and TAC

Deliverables

- a. Continuity of Operations Plan (COOP) mission / task alignment opportunities report
- b. Recommendations
- c. Draft and final interim white papers, memoranda, and reports

TASK 7 - FINAL REPORT, DELIVERABLES, AND DISSEMINATION

The Contractor shall review and incorporate all input and feedback from ECFRPC and the DoD OLDCC. All final documents will require approval for release from each military installation. The contractor will work with ECFRPC to incorporate changes and feedback from each military installation. Tasks will include:

- A. Create outline for draft Military Installations Resilience Review final report
- B. Draft Military Installations Resilience Review final report
- C. Draft Performance Measures Report including
 - 1) Outcomes from engagement with the military installations and the number of interactions that occurred
 - 2) A summary of deliverables from the project and their benefits for reducing impairments to the local mission or improvements to the resilience of the installation
 - 3) A summary of actions from the project that will be or have been carried out regardless of whether Federal funds are supporting it
- D. Present draft report to Technical Advisory Committee, Policy Committee, and relevant entities
- E. Incorporate feedback into final report
- F. Complete Final Deliverables: Military Installation Resilience Review report and supporting documents, geospatial data, and high-level summary

recommendations memo

Deliverables

- 1) Geospatial data
- 2) A performance measures report
- 3) Military Installation Resilience Review report and supporting documents
- 4) High-level summary recommendations memo
- 5) Presentations on final report to the appropriate identified stakeholders (4-7)

Task 8 - Community Partnership Development

Under this task, the CONTRACTOR will coordinate and conduct the following activities in conjunction with Task 5:

- A. Hold meetings with selected regional bases to establish understanding of the benefits of and support for the partnership development process;
- B. Form working groups to identify and develop long term partnership opportunities for each base;
- C. Create cost benefit analysis for all installations and potential community or state partners;
- D. Draft agreement vehicle(s) that provide optimal opportunities for return on investment and rapid implementation of MIRR priorities;
- E. Present draft agreements to Technical Advisory Committee, Policy Committee, and other stakeholders. Please attach any additional supporting documents (PDF Only)

Deliverables

- 1) Cost benefit analysis report
- 2) Draft agreements in pdf format

PART IV- QUALIFICATIONS AND SUBMITAL PROCESS AND REQUIREMENTS

1. STATEMENT OF QUALIFICATIONS

Applicants are encouraged to assemble complete, multidisciplinary, collaborative teams as needed to provide a proposal that addresses all disciplines and areas of expertise.

The proposal should include a Statement of Qualifications that strongly demonstrates the following elements:

- A. Demonstrate proven ability to collaboratively work with the Department of Defense, military installations, federal, state, and local government agency officials, staff, and elected officials, regional planning organizations, utilities, private sector stakeholders, and community representatives.
- B. Provide examples of corporate and personnel experience with threat and hazard identification, risk assessment, and vulnerability assessments, both qualitative and quantitative.
- C. Provide examples of corporate and personnel experience with community engagement, developing public-private partnerships, including with military installations.
- D. If the proposal involves partnering with another contractor, qualifications for both the principal Contractor and subcontractor(s) should be included as well as a reference sheet for each subcontractor.
- E. The Contractor (or subcontractors) must demonstrate an established reputation and successful experience in hydrologic modeling, One Water concepts, data analysis, resilience planning (risk identification and adaptation/mitigation), meeting facilitation, community engagement, and multi-stakeholder coordination and coalition building. The contractor is expected to have appropriately experienced staff and resources to provide comprehensive and reliable services regarding the East Central Florida MIRR Project and will be required to demonstrate this via the submittal documents and/or associated interviews.

2. TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

Contractors shall submit a detailed technical proposal for the project. The proposal shall include sufficient information to enable the East Central Florida Regional Planning Council to fully evaluate the capabilities of the Contractor and the proposed approach to providing the specified services. Contractors and/or teams should demonstrate understanding of the proposed project. Unnecessarily elaborate or voluminous proposals are neither required nor wanted. Discussion of the Contractor's experience that is not relevant to the specified services for the project should not be included.

The Applicant's Proposal must be submitted in accordance with these instructions. Failure to follow these instructions could be cause for rejection of the proposal. Submittals should be tabbed and divided in accordance with Section 7. TECHNICAL PROPOSAL CONTENT.

Submittals must be easy to read in Times New Roman or Arial, no smaller than 11 and adhere to the page limits set forth herein. Proposals may be two-sided and each side of type size 8 ½" by 11" will equal one page.

The Proposal Signature page (Section VI. SIGNATURE PAGE) must be signed by an individual with authority to sign on behalf of the firm. If signature is by an agent other than an officer of the corporation or firm or a member of a partnership, a notarized power-of-attorney must accompany the Proposal.

One clearly marked original and one (1) additional hard copy of the proposal, and one digital copy (flash drive), shall be enclosed in a sealed envelope or carton clearly marked "RFP "#09-01-2023 Project RFP Response."

Options for Delivery

The response may be delivered by U.S. Mail by October 25, 2023 at 4:00 PM Eastern Standard Time to:

East Central Florida Regional Planning Council

Attn: Jenifer Rupert, Resilience Officer

455 N. Garland Ave. Suite 414; Orlando, FL 32801

<u>OR</u>

The response may be delivered by U.S. Mail, Courier Service, or hand delivery **only on October 25, 2023** between **9;00 AM and 4:00 PM Eastern Standard Time** to:

East Central Florida Regional Planning Council

Attn: Jenifer Rupert, Resilience Officer

455 N. Garland Ave. Suite 414; Orlando, FL 32801

Late Proposals will not be considered. No Proposals can be withdrawn after the submission deadline without the written permission of ECFRPC. Any inquiries, discrepancies or inconsistencies in the instructions or proposal requirements should be submitted via email to jrupert @ECFRPC.org.

CONFIDENTIAL AND PROPRIETARY INFORMATION

ECFRPC is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RFP will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the RFP. Any claimed exemption must specify the page(s) and paragraph number(s) of the RFP response where the exemption is being invoked. An incorrectly claimed exemption will not disqualify the firm, rather the exemption claim.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE BOWES AT: lbowes@ECFRPC.org.

QUESTIONS AND CLARIFICATION

All questions regarding this RFP shall be submitted via email to <u>jrupert @ECFRPC.org</u> by 4:00 p.m. on October 11,2023. All questions and responses will be posted on the ECFRPC website, by October 16, 2023 at: https://www.ECFRPC.org/rfp.

Except as provided above, during the bid process, all prospective contractors are hereby prohibited from contacting any member of the ECFRPC Board or employees in any respect regarding this RFP. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator.

3. TECHNICAL PROPOSAL CONTENT

This section details the instructions and order to be followed in preparing a response to this Request for Proposal (RFP). ECFRPC reserves the right to reject any proposal as non-responsive if the proposal fails to include any of the required information in the specified order. Each part of the proposal should be clearly labelled for easy reference.

ALL PROPOSALS MUST INCLUDE THE FOLLOWING INFORMATION:

Section 1 - Transmittal Letter (limit to 3 pages)

- A. Name and address of the Applicant and the contact individual authorized to execute agreements with the ECFRPC.
- B. Briefly describe the Applicant's history, ownership, organizational structure, location of headquarters, and other facilities.
- C. Describe the type of services provided by the Applicant, types of clients and length of time in the industry. Provide contact information for the project manager. Provide an overview of the Applicant's service capabilities.
- D. Complete appendices including Non-collusion and Debarment Affidavit (Attachment B), E-Verify form (Attachment C) and include in this section, and Complete Scrutinized Companies form (Attachment D). (Not included in page count).
- E. Complete Addenda and Proposal Signature pages (Section VI. SIGNATURE PAGE). (Not included in page count).

Section 2 - Disclosures and Conflict of Interest: Provide the following statements/clarifications (limit 5 pages)

- A. State that the Applicant is not currently in violation of any regulatory rules and regulations that may have an impact on its operations.
- B. Describe any past, pending, or threatened litigation, or regulatory action involving consulting for projects provided by the Applicant or indicate if none are known to exist.
- C. State that the Proposal has been prepared independently without consultation or communication with any other Applicant for the purpose of restricting competition. Consultation or communication to develop teams is permitted.
- D. Disclose any potential conflict of interest which would adversely affect the Applicant's ability to provide fair, loyal, and competitive services to ECFRPC. Such disclosures shall include, but not be limited to: the Applicant's contractual obligations, property interests, or clientele relationship; or the property interests, contractual obligations or relationships of the Applicant's principals, officers, directors, employees, or agents which are directly or indirectly related to ECFRPC and its operations.

E. Identify current and previous (past 5 years) contractual relationships with ECFRPC and any of our member governments.

Section 3 - Organizational Chart & Project Team Availability (limit 5 pages)

- A. Include a chart graphic showing team organization, highlighting account/contract manager, key team member (prime, subcontractors, etc.) names (including Project Managers), associated company, primary office location, and identify team member's role, responsibility, or specialty.
- B. In addition, this section should include a description, table, or graphic of the availability of the key Project team members and sub-Contractors/specialists.

Section 4 - Lead Project Manager Experience (limit 5 pages)

Briefly identify the following information for the person being listed as a project manager:

- A. Project Manager Name
- **B.** Title/Position
- **C.** Applicant
- **D.** Primary Office Location
- **E.** Education
- **F.** Licenses, Registrations, Certifications, Professional Affiliations
- **G.** Years of Relevant Experience
- **H.** Role and Responsibilities
- **I.** List examples of representative projects for the last five (5) years.

Section 5 - Key Project Team Members Experience (limit 15 pages)

Identify the following information for the key project team members:

- **A.** Team Member Name
- **B.** Title/Position
- **C.** Applicant
- **D.** Primary Office Location
- **E.** Education
- F. Licenses, Registrations, Certifications, Professional Affiliations
- **G.** Years of Relevant Experience
- **H.** Role and Responsibilities
- **I.** List examples of representative projects for the last five (5) years.

Section 6 – Additional Applicant & Team Member Information and/or Resumes (limited to no more than a total of 20 pages).

Please provide any additional supporting information.

Section 7 – Project Scope of Services, Method to Accomplish Work, Staff Availability, and Schedule (limit to 30 pages)

A. Method to Accomplish Work

In this section of the proposal, Applicants must provide a detailed description of their approach for accomplishing the tasks specified herein. Considering the challenges presented by the travel distances, travel time, among other factors, alternative approaches to include both in-person and remote engagement are expected.

This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication supporting the project requirements and logically lead to the deliverables required in this RFP.

B. Staff Availability

Timely completion of the tasks outlined for this project is of critical important. Please identify, by task, key personnel assignments, and the estimated hours to be performed by each proposed project member by task. Please provide a list of current projects, project end dates, and the availability of key personnel proposed in this project.

C. Schedule

Timely completion of the tasks outlined for this project is of critical important. Please identify by task and deliverables a monthly schedule to reach successful completion.

Section 8 - Statement of Qualifications (see, pg. 21 above) Limit to 10 pages.

Section 9 - Contractor References (Reference Form - Appendix A)

A USB drive including PDF copies of the above documents

<u>Sealed Cost proposal including all expenses, profits, and fees to be charged to ECFRPC for providing the services described above.</u>

PART V - SELECTION PROCESS

1. CONTRACTOR SELECTION CRITERIA & PROCEDURE

The Selection Committee shall review the written technical proposals. The Selection Committee shall consider and weigh the following areas in their selection process:

- A. Contractor Description and Experience (up to 25 points)
- B. Project Approach / Unique Concepts (up to 25 points)
- C. Previous Projects (up to 25 points)
- D. Key Staff Assigned to Project (up to 25 points)

Responses to this RFP will be evaluated based on the contractor's response to all relevant criteria stated in the RFP. The ECFRPC has the right to reject and/or honor any and all proposals.

Public Bid Opening

All sealed bids will be opened at a public meeting in our Office on October 30, 2023 at 1 pm.

Address:

East Central Florida Regional Planning Council 455 N. Garland Ave. Suite 414 Orlando. FL 32801

Contractor Selection Procedure & Oral Interviews

The Selection Committee will evaluate, score, and rank the contractors based on the selection criteria provided in this RFP. The top contractors will be short-listed and if deemed necessary, will be invited to oral interviews scheduled for the morning of November 9, 2023 or will be provided interview questions to be returned by November 9, 2023.

If interviews are needed, the order of these oral interviews will be random. All oral interviews for this solicitation will be conducted on the same day. Oral interviews may be conducted in person, remotely, or in a hybrid format.

At the conclusion of this process, the Selection Committee members will discuss the overall merits of each selected contractor. At the conclusion of this discussion, each member of the Selection Committee will be required to consider the contractor's original proposal and any additional information obtained during interview process. At the conclusion of this discussion, the Selection Committee members shall finalize their choices, record the ranking of the contractors as presented and make a final decision for contractor negotiations. The successful contractor is anticipated to be selected by November 13, 2023, followed by budget negotiation.

A contract is anticipated to be executed within 15 days. ECFRPC reserves the right to modify this schedule if needed.

The Selection Committee may recommend that if negotiations with the top ranked contractor are not successful, negotiations may continue with the other contractor(s) in order of ranking.

2. FINAL SELECTION, CONTRACT NEGOTIATIONS, AND RIGHT OF REJECTION

The East Central Florida Regional Planning Council reserves the right to, at any time, and in their sole discretion, the following:

- reject any or all proposals
- waive any informality in such proposals
- request new proposals
- revise the RFP
- extend the submission date, time periods, or deadlines in this RFP
- withdraw the RFP
- reissue the same or a different RFP for this Project
- use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process
- reject all proposals
- not award contract(s)
- reject a member of the contractor's team

The receipt of proposals shall NOT in any way obligate the ECFRPC to enter into a contractor agreement or contract of any kind with any contractor. The notification of intent to award a contract to a contractor does not create a relationship of any kind between the ECFRPC and the contractor, and the contractor shall not rely on such notification. Unless explicitly written to the contrary, all contracts to be awarded by the ECFRPC require the approval of the Board of Directors.

The successful Contractor is anticipated to be selected on November 13, 2023. A contract should be executed within 15 days.

The winning Contractor must affirm that they will comply with the following:

• The selected Contractor will manage all funds received and ensure that the use of such funds is in accordance with all applicable laws, bylaws or contractual

requirements, including providing a report on the use of minority and service disabledveteran businesses and accounting for proper use of funds provided under the contract including the provision of audit rights.

- The Contractor shall comply with all regulations regarding debarred or suspended entities, specifically including 24 C.F.R. 570.609. Contracts will not be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
- The Contractor shall comply with Title VI and Title VII, as enacted as part of the Civil Rights Act of 1964. The contractor and its subcontractors must not violate Title VI or Title VII and must not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability status, or national origin. The contractor shall take an affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, color, religion, sex, disability status, and national origin.
- The Contractor shall be an Equal Employment Opportunity Employer pursuant of 24 CFR Part 130 regulations and Executive Order 11246.

The Contractor shall comply with the terms, conditions and requirements found in the following U.S. Department of Defense, Office of Local Defense Community Cooperation documents:

- OLDCC General Assistance Agreement Terms & Conditions
- OLDCC Grant Program Specific Terms & Conditions
- National Policy Requirements
- The Contractor shall follow all State, Federal and local laws and regulations.

PART VI - RFP SUMBITTAL FORMS

1. SIGNATURE PAGE

This signed form must be included with the submission to be considered responsive.

Contractor's Check list and Required Forms -

ITEM						YES	NO
 Attachment A - CC Attachment B - NC Attachment C - E-N Attachment D - SC 	ON-COLLUS VERIFY AFFII	ION AND DEI DAVIT		T AFFIDAVIT			
Addendums Acknowl	edged (if a	pplicable) – /	All Adder	ndums must	be acknowle	edged	
Addendum #1 YES	NO	N/A		_			
Addendum #2 YES	NO	N/A		_			
Addendum #3 YES	NO	N/A		_			
Addendum #4 YES	NO	N/A		_			
Others							
I have read, understoo The undersigned agree	•						
NAME:	_						
COMPANY:							
ADDRESS:							
TELEPHONE:			_ FAX:				
EMAIL:							
SIGNATURE:							
TITI C.							

ATTACHMENT A - CONTRACTOR REFERENCES

CONTRA	ACTOR:
THE PAS imperat Client in ability to	E THE INFORMATION REQUESTED BELOW ON ALL CONTRACT PROJECT WORK FOR ST THREE (3) YEARS TO DATE. YOU MAY PHOTOCOPY ADDITIONAL PAGES. It is ive that accurate contact names and phone numbers be given for the projects listed. If or a comment on the contractor's perform the services required under this contract. Ensure that telephone numbers tact names given are up-to-date and accurate.
Project	Number 1
1.	Name of Client Organization
2.	Name and Title of Point of Contact (POC) for Client Organization:
	Phone Number of POC: Email:
3.	Approximate Value of Contract:
4.	Duration of Contract:
5.	Description of Services Provided:
6.	Team Member(s) Involved:
Project	Number 2
1.	Name of Client Organization
2.	Name and Title of Point of Contact (POC) for Client Organization:
	Phone Number of POC: Email:
3	Approximate Value of Contract:

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4.	Duration of Contract:
5.	Description of Services Provided:
6.	Team Member(s) Involved:
0.	reall Member(3) involved.
Project l	Number 3
1.	Name of Client Organization
2.	Name and Title of Point of Contact (POC) for Client Organization:
	Phone Number of POC: Email:
3.	Approximate Value of Contract:
4.	Duration of Contract:
5.	Description of Services Provided:
6.	Team Member(s) Involved:
Project	Number 4
1.	Name of Client Organization
2.	Name and Title of Point of Contact (POC) for Client Organization:
	Phone Number of POC: Email:
3.	Approximate Value of Contract:
4.	Duration of Contract:
5	Description of Services Provided:

6.	Team Member(s) Involved:						
Project	Number 5						
1.	Name of Client Organization						
2.	Name and Title of Point of Contact (POC) for Client Organization:						
	Phone Number of POC: Email:						
3.	Approximate Value of Contract:						
4.	Duration of Contract:						
5.	Description of Services Provided:						
_							
6.	Team Member(s) Involved:						
Project	Number 6						
1.	Name of Client Organization						
2.	Name and Title of Point of Contact (POC) for Client Organization:						
	Phone Number of POC: Email:						
3.	Approximate Value of Contract:						
4.	Duration of Contract:						
5.	Description of Services Provided:						
6.	Team Member(s) Involved:						

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ATTACHMENT B - NON-COLLUSION AND DEBARMENT AFFIDAVIT

DAIE_	
TO:	East Central Florida Regional Planning Council 455 N. Garland Ave. Suite 414 Orlando, FL 32801
	Onando, 1 E 32001
To Wh	om it May Concern:
any ag compe	to certify that the undersigned bidder has not, either directly or indirectly, entered into greement, participated in any collusion, or otherwise taken any action in restraint of free etitive bidding in connection with this Bid submitted to the East Central Florida Regionaling Council.
	lition, the bidder also certifies that they are in good standing and not on any debarred ith any government agency including Federal, State or Local Governments.
Name	of Bidder
Signat	ure
Title o	f Authorized Representative
Swore	to and subscribed before me this day of, 20 My commission
expire	es, 20
Notary	y Public (Notary Seal)

ATTACHMENT C - E-VERIFY AFIDAVIT

7.

STATE OF				
COUNTY	DF	-		
BEFORE M	1E, the undersigned authority, a	ppeared	, who first being	
duly swor	n hereby swears or affirms as fo	ollows:		
1.	I make this affidavit on person	al knowledge.		
2.	I am over the age of 18 years and otherwise confident to make this Affidavit.			
3.	I am the	of		
		(the	"Contractor/Vendor").	
4.	I am authorized by		to make this Affidavit on	
	behalf of Contractor/Vendor.			
5.	Contractor/Vendor acknowledge	ges that Section 448.0	9, Florida Statutes, makes it	
	unlawful for any person to kno	wingly employ, hire, r	ecruit, or refer, for private or	
	public employment, an alien w	ho is not duly author	ized to work in the United	
	States.			
6.	Contractor/Vendor acknowledge	ges that Section 448.0	95, Florida Statutes, prohibits	
	public employers, contractors,	and subcontractors f	rom entering into a contract	
	unless each party to the contra	act registers and uses	E-Verify.	

448.095, Florida Statutes.

Contractor/Vendor is in compliance with the requirements of Sections 448.09 and

- **8.** Contractor/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with East Central Florida Regional Planning Council.
- **9.** Contractor's/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
- **10.** Contractor/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

- 11. Neither the Contractor/Vendor, nor any subcontractor of Contractor/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.
- 12. If the Contractor/Vendor, or any subcontractor of Contractor/Vendor, has a of

contract terminated by a public emp	ployer for any such violation during the term o
any contract with ECFRPC, it shall pr	ovide immediate notice thereof to Emerald
Coast Regional Council.	
Signature o	of Affiant on behalf of Contractor/Vendor By:
<u> </u>	
Д	as its:
	Pated:
STATE OF	
COUNTY OF	
Sworn to (or affirmed) and subscribed befo	re me by means of □ physical presence or □
online notarization, this day of	, 20, by
, on behalf of	, who is personally
known to me or who has produced	as identification.
My Commission Expires:	Print Name:
	Notary Public of the State of Florida

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ATTACHMENT D - SCRUTINIZED COMPANIES

Contractor, its principals, or owners, must certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Cuba, Venezuela, or Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 1) Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 2.2 Is engaged in business operations in Syria.

Name of Bidder
Signature
Title of Authorized Representative
Swore to and subscribed before me this day of , 20 My commission
expires , 20
Notary Public (Notary Seal)

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