



IRL Council and
Indian River Lagoon National Estuary Program
RFP Announcement for FY 2019-2020

CATEGORY 3:
State of the Lagoon Technical Report

RFP SECTIONS:

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

ATTACHMENTS:

1. Map of the IRL Watershed
2. Proposal Scoresheet
3. U.S. EPA Quality Assurance Project Plan (QAPP) checklist
4. Sample Statement of Work
5. Sample IRLNEP Contract Agreement

PROPOSAL SUPPORT:

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 <http://www.irlcouncil.com/requests-for-proposals.html>.

PROPOSAL SUBMISSION DEADLINE:

Proposals are due on Wednesday, April 10, 2019 by 5:00 p.m. Proposals received after this deadline will be considered non-responsive and returned to the applicant.

CATEGORY 3: State of the Lagoon – Technical Report

1. BACKGROUND

SOURCE OF FUNDS

In FY 2019-2020 approximately \$50,000 is expected to be available from U.S. EPA Section 320 funding for the first year of what is anticipated to be a multi-year project.

A single award is anticipated for this multi-year initiative with a renewable contract (up to 4 years) pursuant to IRL Council authorization of the contract and acceptable annual performance by the contractor. Future year funding will be determined by a scope of work and budget developed by the contractor and IRLNEP staff.

The IRL Council Board of Directors has final decision on fiscal-year project funding and funding allocations pursuant to IRLNEP Management Conference proposal review committee recommendations and annual funding availability from the U.S. EPA.

State of the Lagoon and It's Watershed Technical Document:

The IRLNEP seeks a highly qualified and experienced contractor to coordinate all aspects of developing a State of the Lagoon Technical Report that documents the current status of the Indian River Lagoon ecosystem and its watershed. For this first year of funding, the contractor will be responsible for the following deliverables:

Deliverable 1: Work with IRLNEP staff and the IRLNEP Management Conference to develop a preliminary work plan for developing the *State of the Lagoon Technical Report* that engages the IRLNEP Management Conference and other science and environmental management practitioners throughout the IRL watershed and the State of Florida.

Deliverable 2: Work with the IRLNEP staff and the Management Conference to identify appropriate Indian River Lagoon indicators for each of the 32 IRL Vital Signs identified in the IRL Comprehensive Conservation and Management Plan (CCMP) (see Vital Signs wheel, below). Contractor is expected to communicate with other National Estuary Programs, the U.S. EPA and other IRLNEP partners to seek best practices and approaches.

Deliverable 3: Assist the IRLNEP to identify data sources and data gaps, and map resources needed to develop a comprehensive State of the Lagoon technical report that is based on the best available scientific knowledge.

Ultimately, the State of the Lagoon technical report will:

- Evaluate key stressors to the IRL and its watershed;
- Assess physical, chemical and biological conditions (including landscape and development conditions);
- Describe past and recent trends;
- Look ahead to future stressors and anticipated changes;

- Identify data and research needed to advance our understanding of these changes;
- Provide recommendations to advise CCMP updates (expected in 2025) and CCMP revisions (expected in 2030).

Applicants are strongly encouraged to examine the scientific detail, data synthesis, and collaborative approach of the Narragansett Bay Estuary Program in development of its “The State of Narragansett Bay and its Watershed” (2017). The report is available online at <http://nbep.org/the-state-of-our-watershed/>.

Specific deliverables at the end of this multi-year phased project include a final technical document and a public executive summary that are camera ready for both print production and web uses.

Important note: This work is not intended to be an IRL Report Card, nor is it necessarily intended for a general public audience. It is a comprehensive, technical document that will be utilized by resource managers as a scientific baseline for determining the current status of the Indian River Lagoon, identifying scientific research needs and knowledge gaps, and advising IRLNEP CCMP updates, revisions and resource management decisions.

The IRLNEP expects that the contractor for this work will lead the considerable data sharing, data integration, data analysis, scientist/stakeholder coordination and IRLNEP Management Conference communication necessary to produce a comprehensive, high-quality document. The contractor will be encouraged to align this work with on-going efforts to produce an annual IRL Report Card.

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 solicited under this request under the following conditions:

- The 6-page proposal is complete and submitted on or before the deadline per the instructions herein.
- The proposal is received by the IRL Council office on or before the deadline for submission.
- The proposal is accompanied by a cover letter from the applicant organization director or a person authorized to submit the proposal on behalf of the applicant organization, company or individual. This letter is not considered as part of the 6- page proposal limit.
- The proposal must be accompanied by a letter (or letters) from authorized representatives of every partner listed in the proposal. This letter should endorse the project; specify the partner’s role in the project; describe the partner’s financial (cash or in-kind) commitment to the project. These letters are not considered as part of the 6-page proposal limit. Failure to provide letters from each project partner will cause the proposal to be deemed non-responsive.

- **Cost-Share Matching Requirements:**
 - No mandatory cost share is required for this RFP. However, those projects documenting an element of cost sharing will be awarded bonus points during proposal review and scoring.
 - Reduced indirect (F&A) costs will not be accepted as cost share. However, proposals demonstrating reduced indirect costs will receive bonus points during proposal review and scoring.



2. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Support:

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 <http://www.irlcouncil.com/requests-for-proposals.html>.

Proposal Application:

All applications for project funding are to be submitted as PDF attachments **no later than 5:00 p.m., March 29, 2019**, via electronic mail to Duane De Freese (ddefreese@irlcouncil.org) with a copy to Kathy Hill (hill@irlcouncil.org). Applications will not be accepted via U.S. Postal Service or other mail carrier. Applications received after the deadline will be considered non-responsive and returned to the applicant.

Proposal Format:

Proposals are required to be submitted in Portable Document Format (PDF) only.

To be considered for funding, proposals must include all information requested on the Project Proposal Application form (attached). During the review and evaluation process, applicants may be asked to provide additional details of the work and associated financial information.

Proposals are limited to a maximum of six (6) pages and must include a detailed description of the project; a budget showing how IRL Council funding will be allocated as well as matching/in-kind funding allocations.

Proposals must include a letter of support from authorized representatives of all cost-share partners in the project documenting their financial support of the project as either direct (cash) or in-kind. All cost-share funding must be fully secured prior to the project start date. The letter from the submitting entity should outline the funding request and document the entity's commitment of matching funds. A draft Statement of Work is also required. Note that the support letters and draft Statement of Work are not counted as part of the six-page limit.

Questions regarding this RFP, the submission process or required documents must be submitted in writing via email to info@irlcouncil.org. Answers will be provided in writing via email to the submitter. All questions and answers will be posted to the RFP section of the IRL Council website at: <http://www.irlcouncil.com/requests-for-proposals.html>.

Because members of the IRLNEP Management Conference will participate in the review proposals, Applicants should have no contact with IRLNEP Management Conference members. A full list of Membership Conference members can be found at: <http://www.irlcouncil.com/irl-council.html>.

Work Plan Development and Award Timeframe:

The IRL Council will prepare and post a Notice of Intended Decision regarding proposal

awards on the IRL Council website (<http://www.irlcouncil.com/requests-for-proposals.html>). 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, 2019, or as soon as possible after the October 1 start of the fiscal year. Funds administered through this program are typically provided as a single reimbursement after project completion or in response to quarterly reports of progress and invoicing of work completed during the quarter.

Sample IRLNEP Agreement:

A sample IRLNEP 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.

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.

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.

Right to Accept or Reject:

The IRL Council reserves the right to accept or reject any or all proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contracts on such coverage and terms it deems will best serve the interests of the Board.

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 an opportunity to consider the effect(s) 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):

An EPA QAPP may be required if new data will be collected as part of this RFP response. Any IRLNEP projects awarded funding through U.S. EPA Section 319 funds that conduct research and collect data are required to complete a QAPP. This will be submitted to the IRLNEP, sent to U.S. EPA Region 4 for review and comment, and returned to the proposer once approved. IRLNEP recommends that any project team that is collecting data or monitoring project performance should review the QAPP requirements in advance of proposal development and submission. This information is provided on the EPA website available at: <https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans>. The QAPP checklist is provided as an attachment to this document.

Spatial Boundaries:

All projects funded by the IRL Council are subject to spatial boundaries. IRL Council funds may be used for projects within the formal IRLNEP watershed boundary (Ponce de Leon Inlet, Volusia County to Jupiter Inlet, Palm Beach County), and the IRL-Halifax Buffer Planning Boundary (from Ponce de Leon Inlet, north 25 miles to High Bridge Road, Volusia County). A map of the IRLNEP watershed and IRL-Halifax Buffer Planning Boundary is attached. Projects outside of this IRLNEP 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.

3. PROPOSAL REVIEW AND AWARD INFORMATION

An IRLNEP Proposal Review Committee will review and rank projects. Proposal review committees will comprise a minimum of 9 members. The IRLNEP reserves the right to invite three (3) volunteers from the community with special skills, expertise or interest to serve on proposal review committees.

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.

The decision to award funding will be based upon the scores provided by the IRLNEP Proposal Review Committee using a score sheet developed by IRLNEP staff. Recommendations for awards are based on rank order, subject to the availability of funds. The projects recommended for funding by the committee will be presented to the IRLNEP Management Conference for review, discussion and recommendations at a publicly noticed meeting. The IRL Council Board of Directors has final authority to determine the projects that are recommended for funding.

A sample Proposal Score Sheet is provided for informational purposes only, and it 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, 2019 for the IRL Council 2019-2020 fiscal year. Applicants selected for inclusion in the FY 2019-2020 Work 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.

4. PROPOSAL APPLICATION

INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM FY 2019-2020 PROPOSAL APPLICATION

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:

Dr. Duane De Freese (ddefreese@irlcouncil.org) with a copy to Kathy Hill (hill@irlcouncil.org) UNTIL 5:00 p.m., March 29, 2019.

EXECUTIVE SUMMARY (One-page narrative; not part of 6-page proposal limit)

Provide a one-page, single-sided Executive Summary that includes:

- Project title and RFP category;
- Project Partners: Include applicant and all partners, with contact information for all;
- Project Description (2-3 sentences);
- List of specific outputs (Deliverables) and expected outcomes for first year of funding;
- Total amount of request with list of other funding sources (direct and indirect) and amount of total match from each project partner, if applicable.

FULL PROPOSAL (6-page proposal limit)

Section 1: Title Page

1. Project Title
2. Provide Applicant and all Proposal Partner Information
 - Name of applicant and partnering organization with full primary contact information (must include job title, mailing address, email, and telephone) for the point of contact.

Section 2: Project Specifics

- A. Project overview.
 - Provide a succinct narrative of the work being proposed.
- B. Project Outputs (Deliverables)
 - Define project deliverables and timeline.
 - Be specific. For this State of the Lagoon and Its Watershed project, provide specific output information for Year 1 of the project.
 - Provide a list of milestones and a timeline for deliverables anticipated for future years of the project.
 - If you believe that development of a comprehensive, integrated and up-to-date State of

the Lagoon and Its Watershed technical report will require less than 5 years to develop and deliver, show the timeline and major milestones that will be accomplished on a shortened timeline.

C. Project Outcomes (benefits to the IRL).

- Clearly describe and quantify, where possible, the expected outcomes of the project to the IRL, its tributaries, or Halifax northern planning boundary. Describe the expected short, medium and long-term benefits that are expected to arise as the result of project implementation.
- Be specific. Do not overstate expected outcomes.

D. Technical Merit/Justification

- Clearly articulate the need/urgency for the project and/or the IRL problem(s) that the project will address.
- Clearly articulate the process for coordinating and communicating with IRLNEP Management Conference stakeholders as well as the external science community at large.
- Confirm that Phase 1 deliverables for the project will be completed within the 1-year timeline and proposed budget.
- Outline a process and delivery schedule for the entire multi-year project with expected budget needs for each year of the project to completion.

E. Partner and Local Commitment

- Define why project partners were chosen and specific contribution that each partner brings to the project (i.e. unique expertise, history of proven performance, geographic or community representation).

F. Data and Information Quality Control and Quality Assurance (QAQC)

- Describe in detail the following: Process for acquiring and managing data; methodology that will be used to assure that data is accurate; process to coordinate with IRLNEP Management Conference and multiple stakeholders; process to reach out to other NEPs with particular attention to the Narraganset Bay Estuary Program to assure alignment of methodologies and metrics.

G. Experience and Past Performance

- Clearly define your expertise and experience relevant to successfully implementing the project. Have you developed a State of the Estuary Report for a National Estuary Program previously? If yes, document its success, date, cost of project and references to the NEP that funded the project.
- Include references to similar projects that you have successfully completed.

Section 3: Project Funding

NOTE: Be sure to include in the proposal package a letter from an authorized representative from

each of the project partners documenting their direct or in-kind support and commitment to the project.

A. Partnership and Cost Sharing

- Identify any project partners, and what project components they will accomplish.
- Provide a declarative statement detailing (if applicable) all sources of matching funds (direct or in-kind), amounts, and when the matching funds will be secured for the project.
- Reduced Indirect (F&A) Costs will not be accepted as cost share.
- Federal funds cannot be used to match Section 320 EPA grant funds.
- Cost-Share Matching Requirements: While cost sharing is not required as part of this RFP, projects documenting an element of cost sharing will be awarded additional points during proposal review and scoring.

Proposals must include the following Budget Summary Information in the format below:

Project Cost	\$XX.XX
Total Funds Requested from IRL Council	\$XX.XX
Total Matching Funds	\$XX.XX
Matching Funds by Partner and Type	
Applicant	\$XX.XX Direct \$XX.XX In-Kind
Partner 1	\$XX.XX Direct \$XX.XX In-Kind
Partner 2	\$XX.XX Direct \$XX.XX In-Kind
Matching as Percentage of Total Project Cost	XX%
Value of In-kind Match (volunteer labor time is \$22.14/hr.)	

B. Project Budget Table

Include a list of 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).

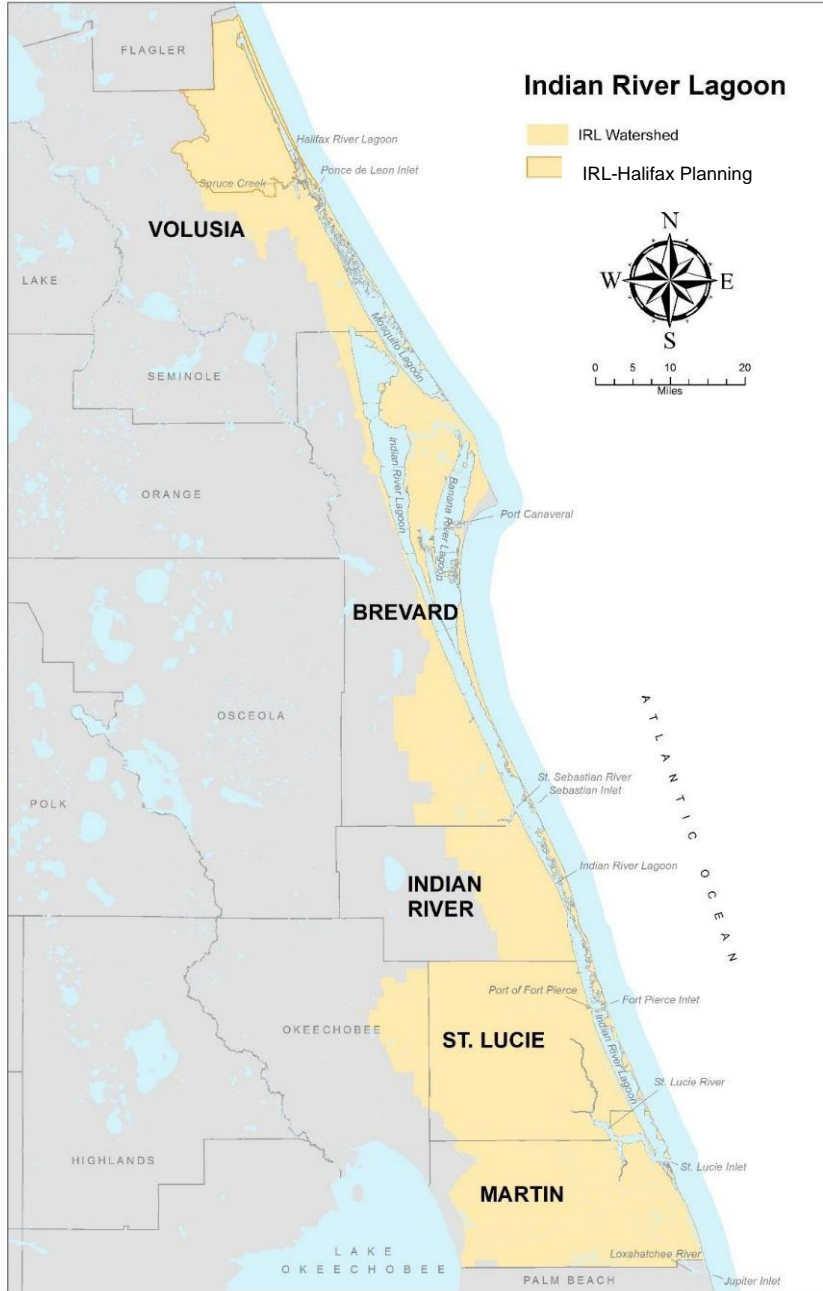
Sample Year 1 Budget Table: Revise deliverable (task) descriptions and number of budget lines as appropriate to your project type and scope.

Task Line Item	Deliverables	IRL Funding Amount	Cost Share Funding Amount	Cost-Share Funding Source (Cash or In-Kind)
1	Deliverable 1	\$	\$	
2	Deliverable 2	\$	\$	
3	Deliverable 3	\$	\$	
4	Deliverable 4	\$	\$	
5	Deliverable 5	\$	\$	
	Summary Costs	\$	\$	
	Total Project Cost	\$	\$	

ATTACHMENTS

**Information on the following pages is provided for information only
and is NOT part of the proposal application.**

ATTACHMENT 1: MAP OF THE IRL WATERSHED



ATTACHMENT 2: IRLNEP PROPOSAL SCORE SHEET
RFP Category 3: State of the Lagoon Technical Report

IRLNEP FY 2018-2019 Request for Proposals
<i>REVIEWER (PRINT):</i>
<i>REVIEWER (SIGNATURE):</i>
<i>Project Title:</i>
<i>Project Applicant:</i>
<i>List Project Partners with Direct or In-Kind Support:</i>
<i>RFP Category: Proposal activities and budget must correspond to the RFP category.</i>
<i>Total Project Cost:</i>
<i>Requested Funding from IRLNEP:</i>
<i>Applicant Match Amount: \$ XX</i>
<i>Percent Match of Total Project Cost: % XX</i>

Proposal Score Sheet: Proposals that do not achieve a minimum score of 70% (112/160 points) will not be considered for funding.		
EVALUATION CRITERIA	POINTS AVAILABLE	POINTS EARNED
Executive Summary		
A 1-Page Project Executive Summary is provided with required documentation, in proper format and contains adequate information to explain the project. Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 3 points Good: 6 points Excellent: 10 points	10	

Full Proposal – Project Specifics		
A. Project Overview		
<p>Proposal provides a succinct but descriptive overview of the work being proposed, outlines the project deliverables and timeframe, and is responsive to the Restoration Priorities listed on Pages 2-3.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 6 points Good: 13 points Excellent: 20 points</p>	20	
B. Quantify Project Outputs (deliverables)		
<p>Proposal is specific in outlining the outputs (deliverables) of the project and provides a list of project milestones and a timeline for deliverables anticipated in future years.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 3 points Good: 6 points Excellent: 10 points</p>	10	
C. Project Outcomes (Benefits to the IRL)		
<p>Proposal clearly describes the outcomes (benefits) to the IRL, its tributaries, 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.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 6 points Good: 13 points Excellent: 20 points</p>	20	
D. Technical Merit/Justification		
<p>Proposal clearly outlines the need to implement the project; proposal articulates the communication and coordination process to be used with Management Conference members and stakeholders; there is reasonable assurance that the project can be completed in one year; and, the process and delivery schedule is adequately outlined with anticipated budget needs for future years of the project.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 6 points Good: 13 points Excellent: 20 points</p>	20	

E. Partner and Local Commitment		
<p>Proposal defines why partners were selected and clearly identifies the specific contribution(s) being made by all project partners.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 6 points Good: 13 points Excellent: 20 points</p>	20	
F. Data and Information Quality Control and Quality Assurance		
<p>Proposal describes the process for acquiring and managing data; methodologies to assure data accuracy; the coordination process among Management Conference members and stakeholders and other NEPs.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 6 points Good: 13 points Excellent: 20 points</p>	20	
G. Experience and Past Performance		
<p>Proposal clearly defines applicant and partner expertise and experience. References to past development of State of the Estuary Technical Reports are clear; references to similar projects are provided.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 6 points Good: 13 points Excellent: 20 points</p>	20	
Project Funding		
A. Partnership and Cost Sharing		
<p>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. Proposal includes a summary budget table showing project cost, funds requested from IRL Council, total matching funds (if applicable), and notes reduced overhead charges, if applicable.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 3 points Good: 6 points Excellent: 10 points</p>	10	

B. Project Budget Table		
<p>Proposal contains a budget table that lists deliverables as tasks, identifies all matching funds (if applicable), indirect and overhead costs and the rate(s) used to calculate them.</p> <p>Reviewers: Use the following scoring rubric: Poorly presented/unresponsive: 0 points Adequate: 3 points Good: 6 points Excellent: 10 points</p>	10	
Point Total (Maximum 160 points)		
Addenda:		
Proposal Value Proposition		
<p>Reviewers: Determine the value this proposal brings to the IRLNEP and IRL Council. Rate on a scale from 0 – 20 points.</p> <p>Does the proposal document the project’s immediate need for funding (urgency)? Does it benefit IRL health? Is it consistent with the CCMP? Should the IRL Council fund the proposal?</p>	20	
Award or Subtract the Following Points as Applicable		
<p>If requesting organization has failed to meet previous contract obligations to the IRL Council based on written documentation in the past 5 years, deduct 5 points. Do not score. Information will be provided, if applicable.</p>		
<p>If requesting organization has on-going projects that are past the 1-year contract deadline and are anticipating that no-cost extensions will extend into the FY 2019-2010 year, deduct 5 points. Do not score. Information will be provided, if applicable.</p>		
<p>Project demonstrates reduced Indirect Costs. Award points as follows:</p> <ul style="list-style-type: none"> - A minimum of 10% reduction: 2 points - 10.1% – 25% reduction: 4 points - 25.1% – 50% reduction: 6 points - Greater than 50% reduction: 8 points 		
<p>Project demonstrates a cost sharing component. Award points as follows:</p> <ul style="list-style-type: none"> - 5.0 % – 15%: 2 points - 15.1% – 35%: 4 points - 35.01 to 50%: 6 points - Greater than 50%: 10 points 		
Total of additional awarded or subtracted points:		
Point total from above:		
New total:		

ATTACHMENT 3: EPA QUALITY ASSURANCE PROJECT PLAN (QAPP)

Required only for projects receiving total or partial funding from EPA Section 320 Funding.
 Not Applicable to D&E Projects or Construction projects in Category 1 Restoration RFP

QAPP Title: _____ Project Location: _____
 Originating Organization: _____ QAPP Date: _____
 Receipt Date: _____ Review Date: _____
 Reviewer: _____
 SESD Project # (for QAPP Review) _____

U.S. EPA
REGION 4 OFFICE of QUALITY ASSURANCE and DATA INTEGRATION QAPP
REVIEW CHECKLIST

P = Present & Acceptable; NP = Not Present; I = Incomplete; NA = Not Applicable

ELEMENT	COMMENTS
A1. Title and Approval Sheet	
Title	
Organization's name	
Dated signature of project manager	
Dated signature of quality assurance officer	
Other signatures, as needed	
A2. Table of Contents	
A3. Distribution List	
A4. Project/Task Organization	
Identifies key individuals, with their responsibilities (data users, decision-makers, project QA manager, subcontractors, etc.)	
Organization chart shows lines of authority and reporting responsibilities	
A5. Problem Definition/Background	
Clearly states problem or decision to be resolved	
Provides historical and background information	
A6. Project/Task Description	
Lists measurements to be made	
Cites applicable technical, regulatory, or program-specific quality standards, criteria, or objectives	
Notes special personnel or equipment requirements	
Provides work schedule	
Notes required project and QA records/reports	
A7. Quality Objectives and Criteria for Measurement Data	
States project objectives and limits, both qualitatively and quantitatively	
States and characterizes measurement quality objectives as to applicable action levels or criteria	
A8. Special Training Requirements/Certification Listed	
States how provided, documented, and assured	

ELEMENT	COMMENTS
A9. Documentation and Records	
Lists information and records to be included in data report (e.g., raw data, field logs, results of QC checks, problems encountered)	
States requested lab turnaround time	
Gives retention time and location for records and reports	
B1. Sampling Process Design (Experimental Design) States the following:	
Type and number of samples required	
Sampling design and rationale	
Sampling locations and frequency	
Sample matrices	
Classification of each measurement parameter as either critical or needed for information only	
Appropriate validation study information, for nonstandard situations	
B2. Sampling Methods Requirements	
Identifies sample collection procedures and methods	
Lists equipment needs	
Identifies support facilities	
Identifies individuals responsible for corrective action	
Describes process for preparation and decontamination of sampling equipment	
Describes selection and preparation of sample containers and sample volumes	
Describes preservation methods and maximum holding times	
B3. Sample Handling and Custody Requirements	
Notes sample handling requirements	
Notes chain-of-custody procedures, if required	
B4. Analytical Methods Requirements	
Identifies analytical methods to be followed (with all options) and required equipment	
Provides validation information for nonstandard methods	
Identifies individuals responsible for corrective action	
Specifies needed laboratory turnaround time	
B5. Quality Control Requirements	
Identifies QC procedures and frequency for each sampling, analysis, or measurement technique, as well as associated acceptance criteria and corrective action	
References procedures used to calculate QC statistics including precision and bias/accuracy	
B6. Instrument/Equipment Testing, Inspection, and Maintenance Requirements	
Identifies acceptance testing of sampling and measurement systems	
Describes equipment preventive and corrective maintenance	
Notes availability and location of spare parts	

ELEMENT		COMMENTS
B7.	Instrument Calibration and Frequency	
	Identifies equipment needing calibration and frequency for such calibration	
	Notes required calibration standards and/or equipment	
	Cites calibration records and manner traceable to equipment	
B8.	Inspection/Acceptance Requirements for Supplies and Consumables	
	States acceptance criteria for supplies and consumables	
	Notes responsible individuals	
B9.	Data Acquisition Requirements for Non-Direct Measurements	
	Identifies type of data needed from non-measurement sources (e.g., computer databases and literature files), along with acceptance criteria for their use	
	Describes any limitations of such data	
	Documents rationale for original collection of data and its relevance to this project	
B10.	Data Management	
	Describes standard record-keeping and data storage and retrieval requirements	
	Checklists or standard forms attached to QAPP	
	Describes data handling equipment and procedures used to process, compile, and analyze data (e.g., required computer hardware and software)	
	Describes process for assuring that applicable Office of Information Resource Management requirements are satisfied	
C1.	Assessments and Response Actions	
	Lists required number, frequency and type of assessments, with approximate dates and names of responsible personnel (assessments include but are not limited to peer reviews, management systems reviews, technical systems audits, performance evaluations, and audits of data quality)	
	Identifies individuals responsible for corrective actions	
C2.	Reports to Management: Identifies frequency and distribution of reports for:	
	Project status	
	Results of performance evaluations and audits	
	Results of periodic data quality assessments	
	Any significant QA problems	
	Preparers and recipients of reports	

ELEMENT	COMMENTS
D1. Data Review, Validation, and Verification	
States criteria for accepting, rejecting, or qualifying data	
Includes project-specific calculations or algorithms	
D2. Validation and Verification Methods	
Describes process for data validation and verification	
Identifies issue resolution procedure and responsible individuals	
Identifies method for conveying these results to data users	
D3. Reconciliation with User Requirements	
Describes process for reconciling project results with DQOs and reporting limitations on use of data	

Final QAPP disposition:

Approved, no comments

Approved with comments, resubmittal not required

Conditionally approved, comments must be addressed, resubmittal required

Not approved, comments must be addressed, resubmittal required

References

EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5, March 2001, EPA/240/B-01/003,
 Guidance for Quality Assurance Project Plans, EPA QA/G-5, December 2002, EPA/240/R-02/009 (Available
 from EPA's Website: <http://www.epa.gov/quality>)

ATTACHMENT 4: SAMPLE IRL COUNCIL STATEMENT OF WORK

I. NAME OF PROJECT

II. INTRODUCTION/BACKGROUND

III. PROJECT VALUE PROPOSITION STATEMENT

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. PROJECT 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.

VIII. BUDGET

Task Line Item	Task Description	IRL NEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source
1	Quarterly Progress Reports	\$	\$	
2	Design & Permitting	\$	\$	i.e. Recipient
3	Construction & Deployment	\$	\$	i.e. County
4	Project Final Report	\$	\$	
	Summary Cost	\$	\$	
	Project Total Cost	\$		

ATTACHMENT 5: SAMPLE IRL COUNCIL CONTRACT AGREEMENT

RECITALS

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

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

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

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

Project Description:

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

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

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until XXXXXXXXXX, 2018 ("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 XXXX@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,

submission 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 submission 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 submission of the final invoice. Recipient must request approval for delayed submission 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 of 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) e-mail 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
XXXXXX, Project Manager
IRL Council
1235 Main Street
Sebastian, Florida 32858
XXX-XXX-XXXX
E-mail: XXXX@irlcouncil.org

RECIPIENT
XXXXXX, Project Manager
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX, FL 329XX
XXX-XXX-XXXX
E-mail: XXXXXX

- (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 (IF EPA FUNDED). 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 \$XXXXXX. 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 RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS Kathy Hill AT Hill@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.
Executive Director

Typed and Title

APPROVED BY THE IRL GENERAL COUNSEL

Attest:

Signed

Signed

Carolyn S. Ansay, General Counsel

Typed Name and Title

ATTACHMENTS

- Attachment A – Statement of Work
- Attachment B – Insurance requirements
- Attachment C – Council Supplemental Instructions Form
- Attachment D – National Estuary Program Grant Requirements

Cost-share: Non-profit corporation Last updated: 11-15-2016

ATTACHMENT A - STATEMENT OF WORK

Inserted Here

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
National Estuary Program Grant Requirements – Inserted Here