



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street, Room B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

## Request for Proposals

Project Name: Vulnerability Assessment Study

RFP #: 2024032

RFP Opening Date: **February 22, 2024**

RFP Opening Time: **2:00 P.M.**

The following must be received by the Purchasing Division **prior** to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
5	Printed Copies for Committee (Committee sections only)
1	Single searchable PDF file of entire submittal (including all forms, which do not need to be searchable) by email or dropbox/filesshare link emailed to <a href="mailto:purchasing@indianriver.gov">purchasing@indianriver.gov</a> . <b>USB/CD copies are <u>not</u> acceptable, due to our IT security procedures.</b>

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**Refer All Questions to:**

[purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)

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## Scope of Services

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### 1. Introduction

Indian River County is located on south central Florida's eastern coast. With a current population of approximately 150,000, the County has an urbanized coastal area and a rural western area.

In 2019, County Staff successfully submitted a grant application to the Florida Department of Environmental Protection (FDEP) to complete a sea level rise analysis and vulnerability assessment covering critical property, infrastructure, and communities in Indian River County. In 2021, the grant-funded study was completed and the final report was issued. Shortly after the project was closed out, new statutory requirements under Section 380.093 F.S. took effect, and in order to be compliant with the new requirements, the County's vulnerability assessment study must be updated.

In 2022, County Staff submitted an FDEP Resilient Florida Grants program application to update the County's vulnerability assessment by making it compliant with State Statute, and also to improve upon the previous study's level of analysis. In early 2023, Staff was notified that the grant application was successful, and the County would be awarded \$248,675 to complete the updated study. At its September 26, 2023, meeting, the Board voted to accept the FDEP grant to update the County's Vulnerability Assessment Study.

### 2. Purpose

The purpose of this project is to conduct vulnerability assessments in order to comply with Florida Statute 380.093, as well as provide in-depth data on how to protect and adapt the County's most vulnerable critical assets. The project is generally comprised of five Tasks: (1) Internal Coordination Meetings, (2) Background Data Acquisition, (3) Exposure and Sensitivities Analysis, (4) Public Presentation and Outreach meetings, and (5) the Final Vulnerability Assessment Report, Maps, and Tables. The deliverables for each task are identified in the Scope of Service with descriptions, measures, and guidelines. All tasks must be completed, and all deliverables received by February 28, 2025.

### 3. Scope of Activities

#### **TASK 1 - INTERNAL COORDINATION MEETINGS**

**Description:** The Consultant will host internal meetings between the project team and county staff as necessary at key milestones throughout the project to be determined. The Consultant will prepare all meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Consultant will provide the following:

- 1.1:** Meeting agendas to include location, date, and time of meeting;
- 1.2:** Meeting sign-in sheets with attendee names and affiliation;
- 1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and

**1.4:** A summary report including attendee input and meeting outcomes.

## **TASK 2: ACQUIRE BACKGROUND DATA**

**Description:** The Consultant will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Consultant's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Consultant shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Consultant shall rectify any gaps of necessary data.

**Deliverables:** The Consultant will provide the following:

**2.1:** A technical report to outline the data compiled and findings of the gap analysis;

**2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and

**2.3:** A GIS file with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Consultant as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

## **TASK 3: EXPOSURE AND SENSITIVITY ANALYSES**

**Description:** The Consultant will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to Section 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. The Consultant will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Consultant will provide the following:

**3.1:** A draft VA Report that provides findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required

scenarios and standards and details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario;

**3.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset; and

**3.3:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

#### **TASK 4: PUBLIC PRESENTATION AND OUTREACH MEETING**

**Description:** The Consultant will present the VA results in two meetings to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentations is to share the findings from the VA and gain feedback for input into the planning process. The meetings will also allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during these meetings, the Consultant will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for later development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Consultant will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Consultant will provide the following:

**4.1:** Meeting agendas to include location, date, and time of meeting;

**4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);

**4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

**4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and

**4.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

#### **TASK 5: FINAL VULNERABILITY ASSESSMENT REPORT, MAPS, AND TABLES**

**Description:** The Consultant will finalize the VA Report pursuant to the requirements in Section 380.093, F.S., and based upon and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient

Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Consultant will provide the following:

**5.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in Section 380.093, F.S.;

**5.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;

**5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and

**5.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

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## Submittal Instructions

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**Information to Be Submitted:** All printed and electronic submittals must be received, as instructed on the first page of this RFP, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

**ALL COPIES:**

- a. **Firm Qualifications:** A history and description of the range of services offered by the Firm, including documentation of the Firm's experience performing Comprehensive Vulnerability Assessment Studies pursuant to Florida Statutes Section 380.093. (no more than two pages)
- b. **Team Members Qualifications:** One-page summary or biography of each proposed team member that will perform the scope of services. Include name, background, special skills, number of years with the firm and years of experience. Identify the Firm's representative assigned to manage the project.
- c. **Project Reference:** One-page summary of at least three (3) references, if possible in Florida, from municipal clients for similar studies completed in the last five (5) years. Please include contact names, phone number, and email.
- d. **Approach & Methodology:** A detailed description (no more than five pages in length) of the methodology that will be employed to successfully complete the study, including a project workplan comprising tasks and deliverables.
- e. **Project Schedule:** Provide a projected timeline/schedule applying the Firm's methodology and depicting each task of the workplan.
- f. **Value-Add Proposition:** A description (one to two pages) of expertise or unique capability of the Firm. Include any relevant value-added services to help ensure the County achieves its immediate-, short-, and long-term objectives.

**Submit the following only in the original and electronic copies** (forms do not need to be completed by subconsultants):

- g. **Cost Proposal:** Identify the fee the Firm proposes to complete the study including labor, overhead and other direct reimbursable expenses. This pricing should be turnkey in nature, with all labor, travel, printing, and all other ancillary expenses included. This section should also identify how the Firm proposes to price additional services that may be required by the County.
- h. Firm Information form
- i. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- j. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- k. Certification regarding lobbying
- l. Certification regarding debarment
- m. County's Sample agreement with requested changes indicated in track changes

Please consider the committee's limited time and the need for Proposals to be concise. Images of licenses and certifications are not desired. Please provide only information relevant to the requested services, and please double-side where possible. A single page cover letter may be included, but is not requested or required.

Proposals should not be marked “confidential”, “trade secret” or the like. Any information submitted that is exempt from disclosure, in accordance with Florida Statute, MUST be submitted in a separately sealed envelope, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County’s sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked #1.
- b. As a "Committee of the whole," develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
  1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to #1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher-ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
  5. After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Criteria for Award:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Firm Qualifications*	10
2. Qualifications of Team Members	20
3. Project References	10
4. Methodology & Approach	25

5. Proposed Timeline	15
6. Value-Add Proposition	10
7. Cost Proposal	10
<b>TOTAL</b>	<b>100</b>

**Anticipated Timeline**

<i><b>Event</b></i>	<i><b>Date</b></i>
Advertise for Proposals	1/21/2024
Deadline for Questions	2/12/2024
Proposals Due before 2:00 p.m. on	2/22/2024
Initial Selection Committee Meeting	3/1/2024
Interviews (if held, likely via Zoom)	3/5/2024
Recommendation of Award and Agreement presented to BCC	3/19/2024

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**General Instructions**

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**Cone of Silence.** Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Responses must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals, or portions thereof, submitted after the stated time and date will not be accepted or considered.

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

**Indemnification:** The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

**Public Access:** The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant 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. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that 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 (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 Florida Statutes

Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in 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, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in Section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

**Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting:** Proposers are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Consultant's social, political, or ideological interests when determining if the Consultant is responsible. Proposers are further notified that the County's governing body may not give preference to a Consultant based on the Consultant's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

**Regulations:** It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

**Applicable Law and Venue:** Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have

known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the County Attorney.

**Committee Meetings:** Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site ([https://indianriver.gov/services/management\\_budget/purchasing/index.php](https://indianriver.gov/services/management_budget/purchasing/index.php)). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

**Awards:** The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for General Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

**Automobile Liability – Combined Single Limit \$500,000**

**Worker's Compensation** as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

**Professional Liability Insurance**

- \$1,000,000 per occurrence

\$2,000,000 aggregate combined single limit  
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.***

**PROPOSAL PRICING – RFP 2024032 and Vulnerability Assessment Study**

Proposer submits the following prices for the work described in this solicitation:

Tasks	Total
Task 1 – Internal Coordination Meetings	\$
Task 2 – Acquire Background Data	\$
Task 3 – Exposure and Sensitivity Analyses	\$
Task 4 – Public Presentation and Outreach Meeting	\$
Task 5 – Final Vulnerability Assessment Report, Maps, and Tables	\$
<b>Total</b>	\$
Additional Services	Hourly or Lump Sum
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

(     ) - \_\_\_\_\_  
Phone

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-mail

## FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. How many years has your organization been providing these services? \_\_\_\_\_
2. List State of Florida Registration Number(s): \_\_\_\_\_
3. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_
4. List all ligation cases during the past three (3) years in which the Contractor has been a named party.  
Use additional sheets, as necessary. This page and additional sheets may be marked confidential.

Year filed	Case number	Venue	Description

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2024032  
for Vulnerability Assessment Study

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the



entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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**(This form MUST be submitted with your response)**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## CERTIFICATION REGARDING LOBBYING

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date



# Resilient Florida Planning Grants

## GIS Data Standards

Pursuant to [section 380.093 \(3\)\(c\), Florida Statutes](#), grantees who receive funding to complete a vulnerability assessment shall submit to the Florida Department of Environmental Protection (DEP) all electronic mapping data used to illustrate the flooding and sea level rise impacts identified in the assessment. The grantees shall also submit the associated metadata for each geospatial item. These items must be compatible with DEP's Geographic Information System (GIS) infrastructure and tools and mapping coordinate reference systems. To aid in the compliance with this requirement, the following list has been compiled of acceptable digital data formats, metadata standards and required mapping datums.

### Digital File Formats:

- **Vector Data Formats:**
  - File Geodatabase Feature Class – Feature classes are homogeneous collections of common features, each having the same spatial representation, and containing both the geometric shape of each feature as well as descriptive attributes. Feature classes can only be stored inside a geodatabase. This is an Esri proprietary format.
  - Shapefile – A shapefile is a vector data storage format that stores the location, shape, and attributes of geographic features with the same geometry type and the same spatial reference. This is an Esri proprietary format.
  - KML – is an XML notation for expressing geographic annotation and visualization within two-dimensional maps and three-dimensional Earth browsers, initially developed for use with Google Earth. This is an open standard format.
  - GeoJSON – GeoJSON is a geospatial data interchange format designed to represent simple geographic features and their nonspatial attributes, based on JavaScript Object Notation (JSON). This is an open standard format.
- **Raster Data Formats:**
  - File Geodatabase Raster – Native data model for storing raster datasets inside a geodatabase. This is an Esri proprietary format.
  - TIFF/GeoTIFF – A TIFF is an image file format for storing raster graphic images. GeoTIFF is a metadata standard which allows georeferencing information to be embedded within a TIFF raster file. These are open standard formats.
  - Other – For a more detailed list of acceptable raster formats, please see *Supported Raster Formats* reference link.
- **Data Package Formats:**
  - Esri Project Package – A project package is a file that contains all maps and the data referenced by its layers, as well as folder connections, toolboxes, geoprocessing history, and attachments. This is an Esri proprietary format.

- OGC GeoPackage – A GeoPackage is a platform-independent and standards-based data format for transferring geospatial information, implemented as an SQLite database container. This in an open standard format.

#### **Datums and Coordinate Reference Systems:**

- Geospatial data shall be delivered projected into the appropriate Florida State Plane Coordinate System.
- Horizontal Datum: North American Datum of 1983 with 1990 Adjustments (NAD83/90), or later.
- Vertical Datum: North American Vertical Datum of 1988 (NAVD88).

#### **Metadata Standards:**

- Metadata shall be compliant with the *Content Standard for Digital Geospatial Metadata* (CSDGM) developed by the Federal Geographic Data Committee (FGDC). Acceptable formats are:
  - File Geodatabase FGDC-CSDGM Metadata – format for creating and editing the metadata of Esri items. The metadata is embedded in the item it describes. This is an Esri proprietary format.
  - XML – Extensible Markup Language (XML) is a markup language and file format for storing, transmitting, and reconstructing arbitrary data. This in an open standard format.
- The Department encourages metadata to include the following information, as applicable:
  - Title – Name for the dataset.
  - Summary – Short summary of what the dataset represents.
  - Description – Basic information about the dataset and its purpose.
  - Process Summary – Steps in creating the dataset or layer.
  - Dates of Data Collection – Collection date of the dataset.
  - Date of Publication – Date of publishing or last update of the dataset.
  - Contact Person – Person responsible of the maintenance of the dataset.
  - Credits – Person or entity responsible for the compiling the dataset.
  - Use Limitation – Restrictions or legal prerequisites to using the dataset.

#### **Critical Assets Attributes**

- To standardize information for all the critical assets across the state, delivered critical asset datasets should have following attributes, as applicable:
  - Entity Name – Name of entity (i.e., County, city, local government, etc).
  - Asset Name – Asset label or description (i.e., hydrant, stormwater pipe, cell tower, etc).
  - Asset Type – Statutory asset type (i.e., airports, bridges, roadways, marinas, etc).
  - Asset Class – Statutory asset group (i.e., transportation and evacuation route, critical infrastructure, critical community and emergency facilities, etc).
  - Asset Owner/Operator – The owner or maintainer of the asset.

- Asset Elevation – Elevation of the asset.
- Asset Size/Capacity Data (i.e., capacity for wastewater facilities, acres, etc.)
- Asset Unique ID – Unique identifier of the asset.
- Pursuant to 380.093(2) Definitions, **Asset Type** refers to the individual asset, and **Asset Class** refers to the broader asset category. See classification table below:

<b>Asset Type</b>	<b>Asset Class</b>
Airports	Transportation and Evacuation Routes
Bridges	Transportation and Evacuation Routes
Bus Terminals	Transportation and Evacuation Routes
Ports	Transportation and Evacuation Routes
Major Roadways	Transportation and Evacuation Routes
Marinas	Transportation and Evacuation Routes
Rail Facilities	Transportation and Evacuation Routes
Railroad Bridges	Transportation and Evacuation Routes
Wastewater Treatment Facilities and Lift Stations	Critical Infrastructure
Stormwater Treatment Facilities and Pump Stations	Critical Infrastructure
Drinking Water Facilities	Critical Infrastructure
Water Utility Conveyance Systems	Critical Infrastructure
Electric Production and Supply Facilities	Critical Infrastructure
Solid and Hazardous Waste Facilities	Critical Infrastructure
Military Installations	Critical Infrastructure
Communications Facilities	Critical Infrastructure
Disaster Debris Management Sites	Critical Infrastructure
Schools	Critical Community and Emergency Facilities
Colleges and Universities	Critical Community and Emergency Facilities
Community Centers	Critical Community and Emergency Facilities
Correctional Facilities	Critical Community and Emergency Facilities
Disaster Recovery Centers	Critical Community and Emergency Facilities
Emergency Medical Service Facilities	Critical Community and Emergency Facilities
Emergency Operation Centers	Critical Community and Emergency Facilities
Fire Stations	Critical Community and Emergency Facilities
Health Care Facilities	Critical Community and Emergency Facilities
Hospitals	Critical Community and Emergency Facilities
Law Enforcement Facilities	Critical Community and Emergency Facilities
Local Government Facilities	Critical Community and Emergency Facilities
Logistical Staging Areas	Critical Community and Emergency Facilities
Affordable Public Housing	Critical Community and Emergency Facilities
Risk Shelter Inventory	Critical Community and Emergency Facilities
State Government Facilities	Critical Community and Emergency Facilities
Conservation Lands	Natural, Cultural, and Historical Resource
Parks	Natural, Cultural, and Historical Resource

Shorelines	Natural, Cultural, and Historical Resource
Surface Waters	Natural, Cultural, and Historical Resource
Wetlands	Natural, Cultural, and Historical Resource
Historical and Cultural Assets	Natural, Cultural, and Historical Resource

## References:

- Esri, *File Geodatabases*:
  - <https://pro.arcgis.com/en/pro-app/latest/help/data/geodatabases/manage-file-gdb/file-geodatabases.htm>.
- Esri, *Feature Classes*:
  - <https://pro.arcgis.com/en/pro-app/latest/help/data/feature-classes/feature-classes.htm>.
- Esri, *Shapefiles in ArcGIS Pro*:
  - <https://pro.arcgis.com/en/pro-app/latest/help/data/shapefiles/working-with-shapefiles-in-arcgis-pro.htm>.
- Open Geospatial Consortium, *OGC KML Standard*:
  - <https://www.ogc.org/standards/kml>
- GeoJSON, *GeoJSON*:
  - <https://geojson.org/>.
- Esri, *Supported Raster Formats*:
  - <https://pro.arcgis.com/en/pro-app/latest/help/data/imagery/supported-raster-dataset-file-formats.htm>.
- Open Geospatial Consortium, *OGC GeoTIFF Standard*:
  - <https://www.ogc.org/standards/geotiff>.
- Esri, *Share a Project Package*:
  - <https://pro.arcgis.com/en/pro-app/latest/help/sharing/overview/project-package.htm>.
- Open Geospatial Consortium, *OGC GeoPackage Encoding Standard*:
  - <https://www.ogc.org/standards/geopackage>.
- Federal Geographic Data Committee, *Content Standard for Digital Geospatial Metadata*:
  - <https://www.fgdc.gov/metadata/csdgm-standard>.
- Esri, *Create FGDC CSDGM Metadata*:
  - <https://pro.arcgis.com/en/pro-app/latest/help/metadata/create-fgdc-csdgm-metadata.htm>.

For questions regarding this information, please email: [Resilience@FloridaDEP.gov](mailto:Resilience@FloridaDEP.gov)