

## REQUEST FOR PROPOSALS

### Southwest Florida Local Emergency Planning Committee (SWFLEPC)

<b>RFP Title:</b>	<b>Consulting Services - Hazardous Material Full-Scale Exercise</b>
<b>Purpose:</b>	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for consulting services for planning and conducting a “Hazardous Material Full-Scale Exercise” for the Southwest Florida Local Emergency Planning Committee (SWFLEPC)
<b>Deadline for Proposal Submissions:</b>	2:00 p.m. EST <b>January 12, 2018</b> <b>LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED</b>
<b>Submit Proposal to this Address:</b>	<b>SOUTHWEST FLORIDA LOCAL EMERGENCY PLANNING COMMITTEE</b> 1400 Colonial Boulevard, Suite #1 Fort Myers, FL 33907
<b>Special Instructions:</b>	<ul style="list-style-type: none"><li>➤ Place the Signature Affidavit as the first page of your proposal</li><li>➤ Submit one complete original printed copy of your entire proposal, as detailed in Section 2 of this RFP</li><li>➤ Submit one complete electronic copy of your entire proposal, as detailed in Section 2 of this RFP. This electronic copy shall be in Microsoft Word (2007 or 2010 version) or Adobe PDF format, and shall be provided on a Compact Disc (CD) or Digital Video Disc (DVD).</li></ul>
<b>Direct All Inquiries To:</b>	<b>NAME:</b> Nichole Gwinnett <b>TITLE:</b> Planner II <b>PHONE:</b> (239) 938-1813 ext. #232 <b>FAX:</b> (239) 938-1817 <b>EMAIL:</b> <a href="mailto:ngwinnett@swfrpc.org">ngwinnett@swfrpc.org</a> <b>WEBSITE:</b> <a href="http://swfrpc.org/lepc.html">http://swfrpc.org/lepc.html</a>

**DATE RFP ISSUED:** December 13, 2017

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The Southwest Florida Local Emergency Planning Committee (SWFLEPC) invites proposals for an emergency preparedness Hazardous Material Full-Scale Exercise being conducted in Charlotte County, Florida. The exercise shall be regional in scope to reflect an incident requiring a multi-jurisdictional or a cooperative response. The Homeland Security Exercise Evaluation Program (HSEEP) [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep\\_apr13\\_.pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf) shall be the guiding document for the planning, conducting and evaluation of the exercise.

The SWFLEPC intends to consider entering into a contract with a reputable vendor to conduct the consulting work described within this document and any amendments.

The contract, if any, resulting from selection of a submitted proposal, will be administered by the Southwest Florida Regional Planning Council/SWFLEPC.

The Primary Administrator will be Nichole Gwinnett, Coordinator for the SWFLEPC. The Secondary Administrator will be Tess MacMorris.

### 1.2 Overview of the Project

#### 1.2.1 Project Description

The District Local Emergency Planning Committees (LEPC's), working through the Florida Regional Planning Councils (RPCs), have the responsibility to develop and maintain emergency plans related to the storage, transportation and use of certain hazardous materials.

The SWFLEPC is seeking proposals from vendors experienced in conducting full-scale HSEEP-compliant exercises. The contractor will staff and fulfill the requirements of the Exercise Planning Team with informational and coordination support from the SWFLEPC.

The full-scale exercise must test the core capabilities of Interdiction and Disruption, Environmental / Health and Safety Response, On-scene security and Law Enforcement, Public Information and Warning, Operational Coordination, and Operational Communications. The full-scale exercise must also incorporate emergency response operations for two separate hazardous materials releases (one of which will occur on a roadway).

The exercise must be scoped to allow for functional play of four hazardous material teams from separate agencies, one EMS agency, and one law enforcement agency totaling 100 functional players. The exercise scope shall also include a tabletop exercise discussion of at least 10 supporting agencies totaling an additional 25 players.

The awarded vendor is responsible to produce all exercise materials for exercise participants. The awarded vendor will also coordinate and host all exercise planning meetings/conferences, but SWFLEPC members will provide meeting locations at no cost to the awarded vendor.

### 1.2.2 Deliverables Summary

The required tasks of the awarded vendor shall consist of the following minimum requirements:

1. Host an Initial Planning Conference with local emergency management staff and local emergency response officials to accomplish the following:
  - a) Solidify the purpose and scope of the exercise (to include assumptions, artificialities, and scenario variables);
  - b) Assign SWFLEPC members to assist the Exercise Planning Team with various aspects of the exercise (including safety, operations, planning, logistics, and administration and finance tasks);
  - c) Develop exercise goals and objectives;
  - d) Establish a method to coordinate SOPs and SOGs of the four hazardous material teams and other local emergency response agencies;
  - e) Discuss parameters of evaluation; and
  - f) The Exercise Planning Team should be able to leave this meeting and begin drafting the Exercise Plan (EXPLAN) and Master Scenario Events List (MSEL).
  
2. Host a Midterm Planning Conference with local emergency management staff and local emergency response officials to accomplish the following:
  - a) Discuss the schedule and timeline of the exercise;
  - b) Discuss the logistics of the exercise;
  - c) Discuss the exercise staffing requirements (controllers and evaluators);
  - d) Review the drafts of the MSEL and EXPLAN; and Review the draft Controller and Evaluator Handbook (to include the scenario overview, description of participant roles and responsibilities, Exercise Evaluations Guides (EEGs), Evaluator observation forms, a controller communication plan, and exercise player evaluation/hot wash form).

3. Host a MSEL Conference with local emergency management staff and local emergency response officials to accomplish the following:
  - a) Review of Exercise Timeline; and
  - b) Conduct a chronological review of the MSEL with expected exercise player responses.
4. Host a Final Planning Conference with local emergency management staff and local emergency response officials to accomplish the following:
  - a) Final review of all exercise processes and procedures;
  - b) Review final drafts of all exercise materials; and
  - c) Prior to conducting the exercise, the Exercise Planning Team must ensure all evaluators are trained on the EEGs, and the expectations of what they should be evaluating and how the information should be collected.
5. Conduct the exercise:
  - a) Test the Core Capabilities that were preselected to meet the exercise objectives;
  - b) Ensure the safety of all exercise participants at all times; and
  - c) Record exercise activities and discussions for evaluation.
6. Evaluate the exercise. Evaluations should include:
  - a) An exercise player hot-wash immediately following the completion of the exercise. The hot-wash will include discussion of the effectiveness of SOPs and SOGs, areas of improvement for the regional hazardous materials emergency plan, and areas of improvement for exercise design. Players should record their feedback on the hot-wash forms;
  - b) A controller/evaluator debrief to take place within seven days following the exercise; and
  - c) The creation of an After Action Report based on the feedback collected in the hot-wash and debrief shall include: an Executive Summary, an Exercise Overview, an Exercise Design Summary, an Analysis of Response Capabilities, a Conclusion and an Improvement Plan.

### 1.3 Definitions

The following definitions are used throughout the Request for Proposals:

**Contractor** means the proposer with whom a contract is executed to conduct the work;

**EEG** means Exercise Evaluation Guide

**EXPLAN** means Exercise Plan

**HSEEP** means Homeland Security Exercise Evaluation Program

**MSEL** means Master Scenario Events List

**Proposer** means a firm submitting a proposal in response to this Request

**RFP** means Request for Proposals

**SWFRPC** means Southwest Florida Regional Planning Council

**SWFLEPC** means Southwest Florida Local Emergency Planning Committee

**Vendor** means a firm submitting a proposal in response to this Request

### 1.4 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP document. (Electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

#### **Mailing Address:**

**SWFLEPCC/o Southwest Florida Regional Planning Council  
1400 Colonial Boulevard, Suite #1  
Fort Myers, FL 33907**

During the time when proposals are being accepted, proposers are prohibited from communicating directly with any member of the SWFLEPC or with any employee of the SWFRPC, except as described herein. No SWFLEPC member, SWFRPC employee, or representative other than the individuals listed in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

### 1.5 Addendums and/or Revisions

Any necessary revised or supplemental information related to the RFP will be posted on the SWFLEPC's website at <http://swfrpc.org/lepc.html>. Proposers are encouraged to check this webpage periodically, and must acknowledge receipt of

any revision or supplemental information on the bottom of the RFP Cover Page/Signature Affidavit form.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any revisions or supplements thereof.

## 1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the SWFLEPC. In the event that the SWFLEPC finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the SWFLEPC website at <http://swfpc.org/lepc.html>

DATE	EVENT
December 13, 2017	RFP is issued by the SWFLEPC
December 20, 2017 (2:00 P.M.)	Last day for submitting written inquires.
January 05, 2018 (5:00 P.M.)	Supplements or revisions to the RFP posted on the SWFLEPC website at <a href="http://swfpc.org/lepc.html">http://swfpc.org/lepc.html</a>
January 12, 2018 (2:00 P.M.)	Proposals due from vendors
January 22, 2018	Review and ranking of proposals by SWFLEPC Staff and Training Chair
January 24, 2018	Anticipated execution of contract with selected Contractor.
February - May 2018	Host Exercise Planning Meetings and Develop Exercise Materials
June 2018	Conduct Hazardous Material Full-Scale Exercise
July - August 2018	Contractor and the SWFLEPC finalize the after action report and submit final report to DEM.

## 1.7 Vendor Conference

There is no pre-proposal vendor conference planned for this RFP.

## 1.8 Contract Term and Funding

The contract shall be effective on the date it is fully executed. The contract will specify key completion and delivery dates, which are expected to be between the stated date and the beginning of September, 2018.

## 1.9 Reasonable Accommodations

Upon request the SWFLEPC will provide reasonable accommodation(s) for qualified individuals with disabilities in responding to this RFP, including providing information materials in an alternative format. Please contact the designated RFP agent for the SWFLEPC at 239-938-1813 #232.

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General Instructions**

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal, references, and any on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response in its entirety.

Elaborate proposal elements (e.g. expensive artwork or binding) beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

### **2.2 Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached “Designation and Confidential and Proprietary Information” form. Proprietary information submitted in a proposal, or in response to the RFQ, will be handled in accordance with the applicable Florida State Statute(s).

**To the extent permitted by law, it is the intention of the SWFLEPC to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the SWFLEPC. At that time, the non-confidential, non-proprietary portions of all proposals will be available for review in accordance with the Florida Open Records Law under Fla. Stat. sec. 119.01 et. Seq.**

### **2.3 Incurring Costs**

The SWFLEPC is not liable for any cost incurred by proposers in replying to this RFP, nor will the SWFLEPC entertain paying such costs as part of any contract negotiated with any vendor.

### **2.4 Submittal Instructions**

Proposals must be received by the Southwest Florida Regional Planning Council, on behalf of the SWFLEPC, by the specified time and date as stated on the cover page. Proposals received in response to this solicitation will not be returned to the proposers.

**All proposals must be packaged, sealed and show the following information on the outside of the package:**

- ✓ **Proposer’s name and address**
- ✓ **Request for Proposal Title**
- ✓ **Request for Proposal Number**
- ✓ **Proposal Due Date**

## 2.5 Required Copies

Proposers must submit one original hardcopy and one complete electronic copy of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5” x 11’ pages securely bound. In addition, proposers must submit one complete electronic copy in Microsoft Word (2007 or 2010 format) or Adobe PDF format on a Compact Disc (CD) or Digital Video Disc (DVD).

## 2.6 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number designated in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. Each proposal must include the following numbered and named sections:

- Cover Page - Signature Affidavit - Attachment A (RFP Section 8)
- Section 1 - Introduction (RFP Section 4.1)
- Section 2 - Organizational Qualifications (RFP Section 4.2)
- Section 3 - Staff qualifications and Facilities (RFP Section 4.3)
- Section 4 - References (RFP Section 4.4)
- Section 5 - Response to technical requirements (RFP Section 5)
- Section 6 - Cost proposal (RFP Section 6)
- Section 7 - Required forms (RFP Section 8)

[Attachment A - Signature Affidavit](#)  
[Attachment B - Reference Data Sheet](#)  
[Attachment D - Vendor Data Sheet](#)  
[Attachment E - Cost Summary Sheet](#)

- Section 8 - Optional Form (RFP Section 8)

[Attachment C - Designation of Confidential and Proprietary Information](#)

- Appendix(ces) - Any additional information the proposer submits

## 2.7 Multiple Proposals

Multiple proposals from a vendor are acceptable; however each proposal must individually conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

## 2.8 Oral Presentations

During the evaluation process, the SWFLEPC will rank the proposals received (see RFP Section 3). The SWFLEPC reserves the right to require selected top- ranked proposers to orally present and discuss their proposal with members of the SWFLEPC. Such presentation and discussion may be held in-person, through audio telephone conference, or through video teleconference. The SWFLEPC will make every reasonable attempt to schedule any such presentation at a time and location that is agreeable to the proposer. Failure of a proposer to respond to the request for a presentation by the SWFLEPC, or to conduct a presentation for the SWFLEPC on an agreed upon date, may result in rejection of the vendor's proposal.

### 3.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2 and additional mandatory requirements in Section 4 are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that no vendor meets all of the mandatory requirements, the SWFLEPC reserves the right to continue with evaluation of the proposals received, if the SWFLEPC believes that such action will be in the interest of the SWFLEPC and its partner organizations.

#### 3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the SWFLEPC to require oral presentations, the highest ranking vendors will be invited to make such presentations (See Section 2.9). Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

#### 3.3 Right to Reject Proposals and Negotiate Contract Terms

The SWFLEPC reserves the right to reject any and all proposals and to negotiate the terms of any ensuing contract, including the award amount, with the selected proposer prior to entering into such contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the SWFLEPC may negotiate a contract with the next-highest scoring proposer.

#### 3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

<u>Description</u>	<u>Percent</u>
1. General requirements (total)	35%
a. Completeness and thoroughness	10%
b. Organizational capabilities and staff qualifications	10%
c. Project schedule and work plan	15%
2. Technical requirements (total)	45%
a. Needs analysis	10%
b. Market research	15%
c. Presentation of alternatives	15%
d. RFP development	05%
3. Cost (total)	<u>20%</u>
<b>TOTAL</b>	<b>100%</b>

### **3.5 Award and Contract**

The award, if any, will be in the form of a negotiated contract for the work as determined by the SWFLEPC, with the proposer who is best able to meet the needs of the SWFLEPC, as determined by the SWFLEPC through the proposal review process.

### **3.6 Notification of Contract Execution**

As a courtesy, the SWFLEPC may send a notification of contract memo to all responding vendors once a contract has been executed.

## **4.0 GENERAL PROPOSAL REQUIREMENTS**

### **4.1 Introduction (Proposal Section 1)**

Vendors should provide an explanation of their understanding of the tasks they believe to be necessary to accomplish the objectives outlined in the RFP. For each of these areas the vendor should describe in a simple and straightforward manner the overall approach that their organization proposes to use when completing the work. The proposal should also include a description of how the organization proposes to discuss options and recommendations with the SWFLEPC.

### **4.2 Organization Capabilities (Proposal Section 2)**

Provide the full legal name and address of your organization, including the name, postal address, e-mail address and telephone number of the person in your organization who is primarily responsible for developing this proposal and to whom technical questions from the SWFLEPC may be addressed.

Describe your organization's experience and capability in providing similar services under similar circumstances for similar clients (other LEPCs, for example). Be specific and identify projects, dates, and results when possible. Descriptions and information about projects that are closely-related may also be considered.

### **4.3 Staff Qualifications (Proposal Section 3)**

Proposals shall identify by name and role, each member of the vendor's staff who would be assigned to work in a leadership role within the proposed project. If the vendor proposes to use sub-contracted personnel to perform any leadership functions for the project, those sub-contractors must also be identified by name and role.

For each person identified by name and role, the vendor should include a resume (or curriculum vita) which includes details about the individual's related prior work experience, training and education, and other qualifications. Particular attention shall be given to the individual names as the project coordinator.

### **4.4 Vendor References (Proposal Section 4)**

Vendors must include in their proposal a list of at least three organizations which can be used as references for work performed in the area of service required. Vendor must provide, for each organization, the name, address, telephone number, and email address of a specific individual within that organization who is familiar with the vendor's prior work. Selected organizations may be contacted by the SWFLEPC to evaluate the quality of work performed, working relationship with the vendor, timeliness of work, and related information.

## **5.0 TECHNICAL REQUIREMENTS (Proposal Section 5)**

### **5.1 Project Schedule and Work Plan**

As part of this proposal the vendor must submit a proposed project work plan and schedule. The vendor must identify all assumptions and constraints on which the project schedule and work plan are based.

The technical requirements listed below are assumed to be a logical progression of the project, but vendors should use expertise and best judgment in preparing the plan and schedule.

As part of this proposal the vendor must state the number of hours anticipated to be spent on each technical requirement.

## 6.0 COST PROPOSAL (Proposal Section 6)

### 6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

### 6.2 Format for Submitting Cost Proposals

Provide breakdown of staff assigned to this project and the hourly rate to be charged to the SWFLEPC for services, or alternatively a fixed price for services based on the established scope of work.

### 6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

## **7.0 TERMS AND CONDITIONS**

The SWFLEPC is the recipient of a sub-grant from the Florida Department of Emergency Management (FDEM) to utilize funds from the U.S. Department of Transportation. Some of the Terms and Conditions of this sub-grant that are applicable to this RFP include:

### **7.1 Accounting Requirements**

Compliance with U.S. Department of Transportation's regulations regarding uniform administrative requirements for grants and cooperative agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principals for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principals for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

### **7.2 Audits and Inspections**

The SWFLEPC will, as often as deemed necessary permit the Southwest Florida Regional Planning Council, Florida Department of Emergency Management, or U.S. Department of Transportation, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers, and records involving transactions related to this grant agreement for five years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The SWFLEPC certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of State, Local Governments, and Non-Profit Organizations, have been approved by IEMA. The SWFLEPC acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction or organization's Single Audit under the Single Audit Act of 1996, if required.

### **7.3 Work Product**

The SWFLEPC acknowledges that both the U.S. Department of Transportation and the State of Florida reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal, State, and Local purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The SWFLEPC agrees to consult with the U.S. Department of Transportation, through FDEM regarding the allocation of any patent rights that arise from or are purchased with, this funding.

#### **7.4 Certification**

The Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Florida, Southwest Florida Regional Planning Council, or the SWFLEPC, nor has any official, agent, or employee of the Vendor committed bribery or attempted bribery on behalf of the Vendor and pursuant to the direction or authorization of a responsible official of the Vendor.

The Vendor hereby certifies that it has not been barred from bidding on, or receiving State of Local Government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961.

#### **7.5 Drug Free Certification**

This certification is required by the Drug Free Workplace Act. The Drug Free Workplace Act, effective January 1, 1992, requires that no vendor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless the vendor has certified to the State that the vendor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the vendor or grant and debarment of contracting grant opportunities with the State for at least one (1) year, but not more than five (5) years.

For the purpose of this certification, “vendor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The vendor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the vendor’s workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that: as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The vendor's policy of maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, or rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## 7.6 Insurance

The Vendor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Florida and provide the SWFLEPC with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker's Compensation Insurance covering all liability of the Vendor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.
- Professional Liability to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from.
  - General Aggregate Limit \$1,000,000
  - Each Claim Limit \$1,000,000
- Comprehensive General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Consultants, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:
  - General Aggregate Limit \$1,000,000
  - Each Occurrence Limit \$1,000,000

Vendor agrees that with respect to the above required Comprehensive General Liability and Automobile Liability insurance, the SWFLEPC shall be:

- ✓ Named as additional insured by endorsement as its interest may appear;
- ✓ Provided with thirty (30) days' notice, in writing, of cancellation or material change; and
- ✓ Provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Forward Notices and Certificates of Insurance to:

SWFLEPC  
c/o Southwest Florida Regional Planning Council  
1400 Colonial Boulevard, Suite #1  
Fort Myers, FL 33907

**Failure to Comply:** In the event the Vendor fails to obtain or maintain any insurance coverage(s) required under this Agreement, the SWFLEPC may purchase such insurance coverage(s) and charge the expense thereof to the Vendor.

#### **7.7 Indemnification**

The Vendor agrees to indemnify, save harmless and defend the SWFLEPC, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the SWFLEPC, its agents, servants, or employees or any other person indemnified hereafter.

#### **7.8 Independent Contractor**

The Vendor shall, at all times, be deemed to be an independent contractor and shall not be deemed to be an employee or agent of the SWFLEPC, the State of Florida, or the U.S. Department of Transportation.

#### **7.9 Conflict of Interest**

The Vendor, its employees, directors, officers and representatives know and pledge to comply fully with all conflict of interest laws and ordinances of the State of Florida.

#### **7.10 Assignment**

The Vendor may not reassign any award made, as the result of this proposal, without prior written consent from the SWFLEPC.

#### **7.11 Invoices and Payments**

The Vendor shall submit an invoice for payment detailing the services provided. The Southwest Florida Regional Planning Council/SWFLEPC Purchase Order number shall be identified on all invoices. Payment shall be made in a timely fashion following submission of appropriate invoices.

#### **7.12 Jurisdiction Venue, Choice Of Law**

This RFP and any Agreement resulting there from shall be governed by and construed according to the laws of the State of Florida. Jurisdiction and venue shall be exclusively found in the 20<sup>th</sup> Judicial Circuit Court, State of Florida.

#### **7.13 Termination**

The Southwest Florida Regional Planning Council/SWFLEPC reserves the right to terminate an Agreement resulting from this RFP, in whole or in part, upon thirty (30) days written notice. In case of such termination, the Vendor shall be entitled to receive payment from the Southwest Florida Regional Planning Council/SWFLEPC for work completed to date in accordance with the terms and conditions of the Agreement. In the event that the Agreement is terminated due to Vendor's default, the Southwest Florida Regional Planning Council/SWFLEPC shall be entitled to purchase substitute items and/or services elsewhere and charge the Vendor with any or all losses incurred, including attorney's fees and expenses.

#### **7.14 Non-Discrimination**

Vendor shall comply with the Florida Civil Rights Act, Chapter 760, Sections 760.01-760.11 and 509.092, as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Florida Executive Order No. 11246 (Appendix A), which is incorporated herein by reference. Furthermore, the Vendor shall comply with Chapter 112 Public Officers and Employees: General Provisions of the Florida Statutes, as amended.

#### **7.15 Precedence**

Where there appears to be any variance(s) or conflict(s), the following order of precedence shall prevail:

- Southwest Florida Regional Planning Council/SWF LEPC General Terms & Conditions;

- Southwest Florida Regional Planning Council/SWF LEPC Project Specifications; and the
- Vendor's Proposal Response.

#### **7.16 Non-Enforcement by the SWFRPC/SWFLEPC**

The Vendor shall not be excused from complying with any of the requirements of the Agreement because of any failure on the part of the SWFRPC/SWFLEPC, on any one or more occasions, to insist on the Vendor's performance or to seek the Vendor's compliance with any one or more of said terms or conditions.

#### **7.17 Confidentiality**

This Request for Proposals and any responses hereto, are subject to Florida's Open Records Law under Fla. Stat. sec. 119.01 et. Seq.

#### **7.18 Responsibility & Default**

The Vendor shall be required to assume responsibility for all items listed in the Request for Proposal. The designated point-of-contact identified in the submissions from the contracted vendor shall be considered the sole point of contact for purposes of this Agreement.

#### **7.19 Taxes**

The SWFRPC/SWFLEPC is recognized as a not-for-profit organization by the U.S. Internal Revenue Service and by the State of Florida, and is not subject to Federal Excise. Per Florida Sales of Communication Services, Chapter 202.125, F.S., the SWFRPC/SWFLEPC is exempt from state and local taxes.

#### **7.20 Exceptions**

The Vendor's response must clearly state any exceptions taken to the terms of this RFP.

## **8.0 FORMS**

### **8.1 REQUIRED Forms**

The following forms **MUST** be completed and submitted with the proposal in accordance with the instructions given in RFP Section 2. Blank forms are attached.

Attachment A - Signature Affidavit (used as Proposal Cover Sheet)

Attachment B - Reference Data Sheet

Attachment D - Vendor Data Sheet

Attachment E - Cost Summary Sheet

### **8.2 OPTIONAL Form**

The following form **MAY** be completed and submitted with the proposal in accordance with the instructions given in RFP Section 2. The blank form is attached.

Attachment C - Designation of Confidential and Proprietary Information

RFP COVER PAGE SIGNATURE AFFIDAVIT	
Name of Firm:	
Street Address:	
City, State, Zip	
Contact Person:	
Phone #:	
Fax #:	
Email:	

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and a specification required by the Southwest Florida Regional Planning Council/SWF LEPC in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Date

**Addenda** - This firm hereby acknowledges receipt/review of the following addendum (a) (if any)  
Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

**REFERENCE DATA SHEET**

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document

**NAME OF FIRM:**

**STREET ADDRESS:**

**CITY, STATE, ZIP**

**CONTACT PERSON:**

**EMAIL:**

**PHONE:**

**FAX:**

**Product(s) and/or Service(s) Used:**

**NAME OF FIRM:**

**STREET ADDRESS:**

**CITY, STATE, ZIP**

**CONTACT PERSON:**

**EMAIL:**

**PHONE:**

**FAX:**

**Product(s) and/or Service(s) Used:**

**NAME OF FIRM:**

**STREET ADDRESS:**

**CITY, STATE, ZIP**

**CONTACT PERSON:**

**EMAIL:**

**PHONE:**

**FAX:**

**Product(s) and/or Service(s) Used:**

**Designation of Confidential and Proprietary Information**

The attached material submitted in response to this request includes proprietary and confidential information which qualifies as a trade secret, as provided in Florida’s Uniform Trade Secrets Act, Chapter 688, F.S. As such, we ask that certain page(s), as indicated below, of this response be treated as confidential material and not be publicly released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

This firm is not designating any information as a trade secret

**Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined as exempt from release in Title XLVI, Chapter 815.045 of the Florida Statutes, as follows:

**815.045 Trade secret information.**—The Legislature finds that it is a public necessity that trade secret information as defined in s. [812.081](#), and as provided for in s. [815.04\(3\)](#), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency’s possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public’s ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets.

**In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide necessary assistance to defend the Designation of Confidentiality.**

Failure to include this form in the proposal response will mean that all information provided as part of the proposal response will be open to examination or copying. The SWFRPC/SWFLEPC considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the SWFRPC/SWFLEPC harmless for damages arising out of the release of any information unless specifically identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Date

**VENDOR DATA SHEET**

**PLEASE NOTE:** This address will be used to determine local purchasing preference, if applicable. Mailing address where SWFRPC/SWFLEPC purchase orders/contracts are to be mailed.

<b>1. COMPANY NAME:</b>		
<b>ADDRESS:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP+4:</b>
<b>PHONE:</b>	<b>TOLL FREE #:</b>	<b>FAX:</b>

**2. Local Vendor:**

Indicate if your firm/company has an established place of business located in Southwest Florida. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

**YES**                       **NO**

**3. Contact person** in the event there are questions about your bid/proposal:

<b>NAME:</b>	<b>TITLE:</b>
<b>PHONE:</b>	<b>ALT PHONE:</b>
<b>FAX:</b>	<b>EMAIL:</b>

**COST/FINANCIAL PROPOSAL**

**Name of Firm:**

Submitted in a separate envelope labeled “**Cost Proposal**” with the written proposal.

Provide breakdown of staff assigned to this project and the hourly rate to be charged to the SWFRPC/SWFLEPC for services, or alternatively a fixed price for services based on the established scope of work.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**