

# REQUEST FOR PROPOSAL #8-1-2022

# MODELING SERVICES TO SUPPORT COMMUNITY DEVELOPMENT BLOCK GRANTS – MITIGATION PLANNING

March 29, 2022

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL 445 N GARLAND AVENUE, SUITE 414 ORLANDO, FLORIDA 32801

#### **DESCRIPTION OF COUNCIL**

The East Central Florida Regional Planning Council (ECFRPC) was established in 1962 as an area-wide association of governments, the ECFRPC is represented by 32 Council Members and a skilled staff that provides technical assistance to governments and organizations within the 8-County East Central Florida region. The ECFRPC covers eight counties in East Central Florida, including Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia including 78 member towns and cities. ECFRPC staff has expertise in a variety of areas including land use and environmental planning, urban design, geographic information systems (GIS), transportation studies, comprehensive planning, health, resiliency, economic analysis, and emergency management.

The address of the ECFRPC is 455 N. Garland Ave. Suite 414 Orlando, FL 32801.

#### **GENERAL SPECIFICATIONS**

The East Central Florida Regional Planning Council (ECFRPC) hereby solicits written Proposals from firms interested in contracting with the ECFRPC to support model and training requirements associated with the ECFRPC CDBG-MIT grant funds. The firm selected will be eligible to negotiate a contract with the ECFRPC. Since no CDBG-MIT grant funding has been awarded at the time of this RFP, no minimum order or work is guaranteed. The task(s) will be noticed to the firm after grant contract has been executed between Florida Department of Economic Opportunity and the ECFPRC. The selected firm will be eligible for contract negotiation for five (5) years, with an optional 1-year extension at the discretion of the ECFRPC.

The ECFRPC reserves the right to accept or reject any or all conditions and to choose the proposer considered to be in their best interest.

NO RFP WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

PLEASE NOTE THE RFP NO. 8-1-2022 ON THE OUTSIDE OF YOUR RETURN ENVELOPE.

#### **INSTRUCTIONS TO PROPOSERS**

- 1. Proposals must be enclosed in a sealed plain envelope, with the RFP number written on the outside and endorsed with the title of the proposal, and must be filed with the ECFRPC located at 455 N. Garland Avenue, Suite 414, Orlando, Florida 32801.
- 2. The specifications and scope of work in this RFP represent the minimum performance characteristics. Proposals submitted shall not be subject to correction or alteration after

the RFP has been filed, opened, and publicly read.

- 3. It is expressly understood by the proposer that although a written notice of the award by the ECFRPC will be issued, it will not constitute an agreement. The proposal and associated costs will be transferred to a contract subject to approval by the ECFRPC and FDEO and shall complete the transaction of contract between the parties.
- 4. The proposer agrees that the ECFRPC reserves the right to reject any or all proposals, or to accept the part of the RFP considered to be in the best interest of the Council.
- 5. Specifications and the scope of work referred to are the minimum; therefore, unless otherwise indicated by the proposer, the Council will assume proposals meet or exceed all specifications.

#### A. PROJECT DESCRIPTION

To bolster resilience in the State of Florida, including the ECFRPC region, the ECFRPC in partnership with five regional planning councils has been awarded a \$1.499 million Community Development Block Grant — Mitigation from the Florida Department of Economic Opportunity. This project proposes to amplify ongoing efforts and applications and expand them across boundaries to provide a cohesive, statewide approach to resilience planning. The Grant will be focused in six regional planning council areas: Central, East Central, North Central, Northeast, Tampa Bay, and Treasure Coast RPC. The ECFRPC will serve as the lead of the grant with project leads in each Regional Planning Council.

As most resilience planning efforts have recently focused on tool and strategy development for coastal areas, the team will collaborate to transfer modeling and planning efforts to inland counties to fill this gap and engage in a deeper regional understanding and approach to mitigate future flood risks. The tasks in this project will serve to create a regional approach to mitigation planning while honoring existing local criteria, develop regional focus areas and resilience projects, provide a regional framework for funding mitigation projects, and create implementable strategies and plans across Florida. Together with the understanding of risk and vulnerabilities and the engagement of local and regional stakeholders and experts, a regional mitigation needs assessment, identification of best practices, and subsequent mitigation priority areas and projects with small area plans will serve to fill a multitude of resilience gaps and strive to implement integrated resilience and mitigation planning across Florida.

The ECFRPC's priority for the project is to coalesce multiple regional climate resiliency approaches into a comprehensive statewide climate resiliency framework. Foremost in this approach is the inclusion of inland areas of the state in flood modeling and development of resilience strategies.

The framework and tasks will include, but are not limited to:

- 1. Flood/rainfall model and training for statewide use
- 2. Comprehensive multi-locational mitigation assessment and template
- 3. Mitigation priority areas and project list
- 4. Selective Small Area Plans
- 5. Interactive Best Practices Application
- 6. Regional Resilience Exposure Tool (R2ET)
- 7. Stakeholder Engagement

This RFP addresses the fulfillment of Task #1. It is a goal to ensure these tasks and framework may also be implemented by other regional planning councils through future projects.

#### **B. SCOPE OF WORK**

The ECFRPC is seeking professional consulting services from qualified firms or individuals to assist in the provision of a rainfall model for use in perpetuity, ArcGIS compatible modeling outputs, and model training for Regional Planning Council staff. The model will provide for flexibility of parameters for rain and flood events in the State of Florida and will allow for consideration of future climate conditions. The qualified firm selected for this contract will conduct 6 model scenario runs (1 per region) based on the precipitation criteria to be set by the regions. The model may be developed as either a new flood model or a retrofit of an existing and accessible flood model to meet the required criteria. The model may be an ArcGIS-based add-on or a stand-alone application. All outputs must be ArcGIS compatible (shapefiles, rasters, and/or GeoTIFFs).

# The selected consultant will:

- 1) Provide licensing to the regional planning councils in perpetuity for a model that:
  - a. Is easy-to-use, innovative, and creative;
  - b. Models various levels of rainfall and provides resulting flood outputs;
  - c. Incorporates natural drainage and hydrological features that would contribute to or alleviate flooding (riverine areas, wetlands, etc.);
  - d. Allows for the ability to choose rainfall parameters in inches to provide for future condition modeling;
  - e. Provides ArcGIS compatible outputs (shapefiles, rasters, and/or GeoTIFFs);
  - f. Provides for depth of inundation;
  - g. Allows for incorporation of storm surge and sea level rise to provide a holistic approach to flooding;
  - h. Includes inputs for functionality including but not limited to drainage, hydrology, and LiDAR;
  - i. Provides updates to model for continued compatibility with ESRI products.
- 2) Using the model, produce outputs for 6 scenarios (1 per region) determined by each region for use in assessing impacts to community assets and analyze impacted socio-

- economic parameters.
- 3) Provide training and support to the regional planning councils through live virtual training classes, recorded training instruction, a training manual to include how to use the outputs to assess impacts, and technical support during Regional Planning Council modeling activities.
- 4) Adjust tool coding and provide updated model versions if feedback is provided concerning glitches, validation errors in base data, or other issues identified in input data, functionality or outputs.
- 5) Rerun model scenarios if errors are identified concerning inputs and outputs.
- 6) Complete base modeling and training by Sept. 1, 2022.

#### C. DELIVERABLES

The selected consultant must demonstrate an ability to deliver the following items in a timely manner:

- 1) Licensing in perpetuity to rain flood tool/model
- 2) ArcGIS compatible outputs for 6 model scenarios (1 per region) including extent and depth of flooding
- 3) Training
  - a. One (1) live virtual training
  - b. Recorded video training
  - c. Training manual
- 4) Technical Support and Tool enhancements/adjustments as needed

# D. ECFRPC RESPONSIBILITIES

The ECFRPC will work with each Regional Planning Council to determine project leads and technical staff within each Regional Planning Council. These staff will be provided model training and provide necessary feedback concerning tool inputs, functionality, and outputs if necessary.

The ECFRPC will be responsible for contract administration, procurement, and payments, and will oversee the activities of the chosen firm. The ECFRPC will assist in facilitating Regional Planning Council outreach and training opportunities.

# **E. SELECTION PROCESS AND SCHEDULE**

The ECFRPC will select a consultant based on the history and experience of the firm; qualifications of key staff assigned to the project; model/tool approach; project timeline; and previous experience with Regional Planning Councils, specifically as related to flood modeling. Submitted proposals should be of sufficient detail to allow evaluation and comparison with other competing proposals. Proposals should demonstrate knowledge and understanding of the objectives and goals of the grant project and the role of Regional

Planning Councils in regional and statewide resilience efforts.

**NOTE:** Qualifying firms must be registered to do business in Florida and demonstrate experience in flood modeling and training, and have an excellent working knowledge of GIS integration for hazard mitigation strategy assessment and determination.

# Responses to this Request for Proposals (RFP) shall include the following sections.

- Firm Description and Experience Provide a description of company including legal name, business structure, location of parent firm and branches, total number of employees, and history. Describe the firm's qualifications of the principals, specific expertise as it relates to flood modeling, and experience with assisting Regional Planning Councils. Include the project budget (not to exceed \$33,397) and timeframe (completion of modeling outputs and training by Sept. 1, 2022; technical assistance provided through 5/31/2023). (25%)
- 2. **Key Staff Assigned to the Project** Identify specific personnel (name and title) that will be assigned to project. Personnel identified in the proposal must be the principal staff that will work on the project. Consultants must provide resumes for the project manager and the lead technical staff members. The total of all resumes shall not exceed 10 pages in length and should include identification of similar projects completed by the respective staff person. Project staff must meet all local, state, and federal requirements to perform work. **(10%)**
- 3. Project Approach Describe the technical approach that will be used to complete the items identified in the Scope of Work including a detailed description of the tool/model including, at a minimum, development methodology, inputs, operational functionality, outputs, and how the results may be utilized for assessment purposes. Include the project time schedule showing key milestones such as deliverables and training, etc. While cost is not the determining factor in selection of the qualified consultant, it should be noted. Shall demonstrate coordination with other agencies or stakeholders in model development and quality control to ensure use of best data, confirm outputs and approaches. (25%)
- 4. **Previous Projects** Describe examples of previous similar projects completed by the firm within the past five years. Summarize the scope of work, the budget, the timeframe, and provide client contact information. **(25%)**
- 5. Price Describe the quote in detail and breakdown all the elements of the proposed total costs. A cost analysis will be performed before entering a contract. Bids will be awarded to the lowest responsible bidder, taking into consideration skill, experience, facilities to carry out the contract and previous conduct under other contracts, and the quality of previous work. (10%)

6. **Other** - Describe the firm's plan, if any, to utilize disadvantaged, minority-owned, woman-owned, and small business enterprises in executing the project. **(5%)** 

Responses to this RFP will be evaluated based on the consultant's response to all relevant criteria stated in the RFP. The ECFRPC has the right to reject and/or honor any and all proposals. Proposals will be evaluated by a committee consisting of key project staff. Committee members will review the proposals individually and collectively to determine total points and rank them accordingly.

The successful firm is anticipated to be selected within 30 days of the RFP submittal close date followed by budget negotiation. A contract should be executed within 30 days of the DEO CDBG-MIT contract execution date between the ECFRPC and DEO or budget approval date, whichever is later.

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

- The provisions of all applicable Federal Regulations i.e.) 40 CFR Part 31 and 40 CFR Part 35 Subpart 0.
- The regulations regarding debarred or suspended entities, specifically including 24 C.F.R. 570.609. Contracts must not be warded to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
- Title VI and VII, as enacted as part of the Civil Rights Act of 1964. The Consultant and its subcontractors must not violate Title VI or Title VII and not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take an affirmative action to ensure that applicants for employment are employed, and that employees are treated fairly during employment, without regard to race, color, religion, sex, and national origin.
- Federal awarding agency or pass-through entity review as required in CFR 200.325 right of access to records).
- Be an Equal Employment Opportunity Employer pursuant of 24 CFR Part 130 regulations and Executive Order 11246.
- All State, Federal and Local laws and regulations.
- Use the E- Verify Program and/or Federal Work Authorization Program.

### F. OTHER CONSIDERATIONS

1. Subcontracting: Consultant shall not assign, sublet or transfer any obligations, rights or interests (including without limitation, moneys that may become due or moneys that are due) under any contract with ECFRPC, without the prior written consent of ECFRPC which

ECFRPC may grant or withhold consent in its sole and absolute discretion. Unless specifically stated to the contrary in any written consent to an assignment, sublet or transfer, no assignment, sublet or transfer will release or discharge the assignor or transferor from any duty or responsibility under its contract with ECFRPC. It is also contemplated that the continuing contract will also have additional provisions restricting Consultant's ability to assign, sublet or transfer, regarding Task Assignments.

- 2. Indemnification and Hold Harmless: It is contemplated that in the contract to be executed with the Consultant, the Consultant shall agree to indemnify, defend, save and hold harmless the East Central Florida Regional Planning Council, its board members and employees, from all claims, damages, demands, liabilities and suits of any nature (and including but not limited to reasonable attorney's fees incurred by the indemnified parties before litigation, in litigation, in trial and appellate proceedings and post judgment proceedings in arbitration, bankruptcy and other administrative and judicial proceedings and whether suit be brought or not) arising out of, because of, or due, to the extent caused by, any negligent act, error, omission, default under the contract with ECFRPC, or negligence or other wrongdoing or other wrongful conduct, of the Consultant, its subcontractors, agents or employees. The specific indemnification shall be set forth in the contract with ECFRPC and may differ from the foregoing.
- 3. Insurance: The Consultants selected under this RFP shall continuously maintain at their expense during the life of any contract with ECFRPC: Comprehensive General Liability insurance, Workers' Compensation/Employer's Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance, Environmental Impairment (Pollution) Insurance, and other insurance as may be required by ECFRPC. Such insurance shall be maintained with such companies, with such coverages (including various required endorsements), and such amounts and subject to such other terms and conditions as shall be set forth in the continuing contract between ECFRPC and the Consultant.
- 4. Contract: The selected Consultant will be expected to execute a Contract with ECFRPC for professional services and other items, in such form as may be required by ECFRPC.
- 5. Termination for Cause: For all contracts that exceed \$10,000, the following nonperformance clause is applicable. In the event the Grantee fails to perform the duties outlined in the contract for service, written notice will be provided of such failure to perform, and the contract for service shall terminate immediately upon such notice. Upon receipt of such notice, Grantee shall be liable for immediate repayment of any unauthorized expenditure of funds. Grantee shall be compensated pursuant to the terms of this service contract for authorized expenditures prior to the date of termination. For any contracts that exceed the Simplified Acquisition Threshold (\$250,000), the same nonperformance clause is applicable.
- 6. Clean Air Act and the Federal Water Pollution Control Act: All contracts and subcontracts that exceed \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Also, must comply with Florida Lobbying Laws 11.062 and 216.347.
- 8. Non-Discrimination: Selected Consultants and ECFRPC agree that no person shall, on the grounds of race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefit of, or be subject to, any form of discrimination under any activity carried out by the performance of duties under Council's CDBG-MIT project.
- 9. Section 3 provision pursuant to 24 CFR Part 75 is not applicable as this is not a construction project.

#### G. Submittal Deadline and Requirements

Submission Deadline: All responses to this RFP must be received in the offices of the East Central Florida Regional Planning Council (455 N. Garland Avenue, Suite 414, Orlando FL 32801) no later than 4:00 PM on April 29, 2022. Responses received after that date and time will not be accepted.

Submittal Requirements: Respondents to this RFP are required to furnish one (1) signed original and five (5) copies of their proposals to the ECFRPC offices with the following:

- I. Clearly articulated Letter of Interest two-page limit.
- II. A team organizational chart indicating the specific role of each team member in the project and key personnel assigned to the project. Also, if any team member or key personnel will be a sub-consultant or subcontractor this shall be clearly indicated in the submittal of this RFP.
- III. Resumes of key individuals assigned. Provide a maximum of three (3) resumes for the personnel assigned as liaisons to ECFRPC. Each resume shall not exceed two pages in length.
- IV. Provide five (5) verifiable references of similar projects completed in the last five (5) years. Provide on-time and on-budget performance data.
- V. Provide the firm's legal name, business structure, location of parent firm and branches, total number of employees
- VI. Provide information and documentation as to whether the firm or any proposed subconsultant or sub-contractor is a Minority Business Enterprise, Women's Business Enterprise, small business. Submittals should be organized and bound in the same order that the information is requested in this RFP. Responders should not submit

standard marketing materials. Submittals should be concise and should not contain any unnecessary attachments, enclosures or exhibits. Response text and graphics must be duplex (two-sided) printed and be printed on recycled paper. Cover materials must also be recyclable.

- VII. Provide statement or evidence of financial stability via an audit or R&E/Profit Loss Statement
- VIII. Cost proposal in a sealed envelope.

# G. Correspondence

All responses to this RFP are to be submitted to:

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

Delivery of RFP packets may be delivered by: hand delivery, U.S. Mail, or overnight delivery service; however, ECFRPC shall not be responsible for delays in delivery by any delivery service. Responses will not be accepted by facsimile or e-mail. Packets should be marked "Request for Proposals – CDBG-MIT."

All questions regarding this RFP shall be submitted via e-mail at <a href="mailto:tmccue@ecfrpc.org">tmccue@ecfrpc.org</a> by April 15, 2022 at 5:00pm. All questions and responses will be posted on the ECFRPC website. Except as provided above, during the bid process, all prospective proposers are hereby prohibited from contacting any member of the ECFRPC Board or employees in any respect regarding this RFP. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator.