


SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSALS	
PROCUREMENT ANALYST: Heather Riley Heather.riley@brevardfl.gov		(321) 617-7390 Ext. 5-9336		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523					
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: VendorLink.com					
RELEASE DATE:		PROPOSAL TITLE: Fire/Rescue Facilities and Emergency Medical Services Facilities Impact Fee Update Study		PROPOSAL NUMBER: RFP-7-25-14	
PROPOSAL OPENING DATE AND TIME:		QUESTION DEADLINE DATE:		RECEIVED AFTER ABOVE DATE AND TIME WILL <u>NOT</u> BE ACCEPTED	
PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION: <input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory					

▼CONSULTANT MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONSULTANT AND BUSINESS ADDRESS: 		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ()		If returning as a "no proposal," state the reason:	

I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, Consultant, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Proposal for the Contractor. In submitting a Proposal to Brevard County (the "County"), the Contractor offers and agrees that if the Proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this RFP and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County. Bidder is familiar with all laws and regulations that may affect the cost, progress, and performance of the work, including Build America, Buy America Act (BABAA) requirements.**

AUTHORIZED SIGNATURE _____ TITLE _____	NAME (PRINTED) _____ DATE _____
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THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known: ☐ Or produced identification: ☐ Type of ID: _____

SIGNATURE OF NOTARY PUBLIC _____ STATE _____

NAME OF NOTARY PUBLIC (PRINTED) _____

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

THE CONTRACTOR MUST PROVIDE:

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND

THE AMOUNT:

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**
 - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
 - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
 - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
 - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
 - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
 - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
 - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Section 119.071(1) (b) 2, Florida Statutes, as amended from time to time, the names of the Consultants submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to [VendorLink](#) website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or

handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Consultant prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain Consultant and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's Consultant or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Consultants are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Consultants and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your Consultant from consideration of award.
29. **PUBLIC ENTITY CRIMES:** The Contractor is 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; 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business

with any public entity per Section 287.134(3)(d), Florida Statutes, as amended from time to time.

provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

31. **SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, as amended from time to time. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to
35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.704, Florida Statutes, et seq., as amended from time to time. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures.

All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes, as amended from time to time.

51. **UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095 Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act “INA”). The County shall consider a Contractor’s intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the County, the Contractor shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the [U.S. Department of Homeland Security’s E-Verify system](#) to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible Contractor shall be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor’s duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including

weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to Section 119.12, Florida Statutes.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with Section 287.082, Florida Statutes, as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of Section 165.043, Florida Statutes, as amended from time to time, punishable as a misdemeanor.
55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Consultant certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within Section 287.087, Florida Statutes, as amended from time to time;
 - In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be

conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening, the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [VendorLink](#) website. The apparent responsive low contractor will be the intended award recommendation. If, after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive and that the next lowest contractor is the intended awardee. The time for filing a protest will begin on the date of the later posting.

b. **PROCEEDINGS**

Any vendor or contractor who is allegedly aggrieved in connection with the solicitation of the intended award recommendation must file a written protest with the Purchasing Manager no later than 5:00 p.m. on the 5th full business day after the intended award was posted.

The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) business days of receipt of the written protest, the Purchasing Manager will meet with the protestor to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protestor on the merits of the protest.

The protestor may appeal the Purchasing Manager's decision in writing no later than 5:00 p.m. on the 5th business day after the date of the written decision by the Purchasing Manager to a Protest Committee. This appeal to the Protest Committee by the protestor is a final means of administrative remedy to the protest. Within seven (7) business days after receipt of the protestor's appeal, the Purchasing Manager will arrange a meeting of the Protest Committee and the protestor.

The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group to which the user department or group is not assigned, and one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under.

The Purchasing Manager shall act as a non-voting Hearing Coordinator, and the County Attorney or designee may attend as a non-voting member. Public meeting notices will be posted.

The Purchasing Analyst will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to evaluate the facts and merits of the protest and to reach a final resolution of the protest.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest an award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Protest Committee.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements attached to this RFP.

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101, Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant

control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Section 287.05701, Florida Statutes, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

61. Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA):

- a. BABAA requirements apply to projects funded with Federal financial assistance unless the project is 100% funded by the American Rescue Plan Act (ARPA).
- b. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.
- c. Total project costs and revisions thereof should reflect compliance with BABAA requirements.
- d. Contractor shall determine and certify that to the best of their knowledge and belief all iron and steel products, manufactured products, and construction materials

referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

- e. Contractor shall review and approve, or take action with respect to shop drawings, samples, and other required submittals, including applications for payment, to ensure compliance with BABAA.
- f. Contractor shall review substitutes and "or equals" for conformity with BABAA requirements.
- g. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

62. Foreign Country of Concern Attestation: If the Contract or Customer's purchase order issued pursuant to this contract grants the contractor access to an individual's personal identifying information as defined in Section 501.171, Florida Statutes, the Contractor must, prior to execution, extension or renewal of the Contract or Customer Purchase Order, complete and submit to the County the "Foreign Country of Concern Attestation Form", attached hereto.

63. **Commodities produced by forced labor.**

- a. The Florida Department of Management Services will create and maintain a forced labor vendor list.
- b. Contractor has reviewed Section 287.1346, Florida Statutes and acknowledges:
 1. If applicable, a member of Contractor's senior management must certify, in writing, that to the best of her or his knowledge, the commodities offered to County have not been produced, in whole or in part, by forced labor.
 2. Any contract or renewal of a contract for commodities entered into as a result of this bid shall be terminated at the option of the County if Contractor is placed on the forced labor vendor list.

**PLANNING AND DEVELOPMENT DEPARTMENT
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IMPACT FEE UPDATE STUDY
RFP-7-25-14**

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Exhibit A – Draft Contract

Attachment A – Ordinance 2001-68

Attachment B - Brevard County Impact Fee Update Study, Final Report, March 3, 2015

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PROPOSER CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in the rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

- ☐ Three (3) hard copies of the proposal and one (1) electronic copy on a USB flash drive
- ☐ Signed/Notarized Request for Proposal
- ☐ Signed Professional Fee Proposal (**one copy in a separate sealed envelope**)
- ☐ Certificate of Insurance demonstrating that the requirements stated in the solicitation have been met. The Certificate holder must read as follows: Brevard County, Florida
- ☐ Completed Foreign Influence Disclosure Form
- ☐ Completed Contractor Affidavit Regarding Scrutinized Company List Form
- ☐ Certificate of Corporate Officer Form
- ☐ Foreign Country of Concern Attestation Form

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I. INTRODUCTION AND SUBMITTAL

A. INTRODUCTION/PURPOSE:

The Brevard County Board of County Commissioners (the County) seeks Request for Proposals (RFP) to competitively select a Consultant with experience and the qualifications to contract with the County to complete a Study to Update the County's Fire Rescue and Emergency Medical Services Facilities' Impact Fees (the Project).

B. CONTRACT PERIOD:

The contract term shall commence on the date both parties fully execute the contract, and the Project shall be completed within twelve (12) months from the date the Contract is executed, subject to extension pursuant to the terms of the contract.

C. BACKGROUND:

The County adopted the current Fire Rescue and Emergency Medical Services impact fees on October 30, 2001, via Ordinance 2001-68, which is Attachment A to this RFP. However, due to the economic downturn in 2009, the County implemented a moratorium on all impact fees imposed by the County. In 2014, the County selected a consultant to conduct an Impact Fee Update Study (the Study) for all the County's impact fees imposed, which is Attachment B to this RFP. In September 2016, the County accepted the Study, lifting the impact fee moratorium implemented in 2009 and retaining the then-current fee schedule adopted on October 30, 2001.

D. CONE OF SILENCE

A descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation shall refrain from discussing public procurement while the competition is in progress. The terms ask the vendors of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the notice of award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or Public Meeting.

E. PROPOSAL SUBMITTAL:

Please submit **one (1) hard-copy original, three (3) hard copies, and one (1) electronic copy on USB flash drive** no later than _____ p.m. local time _____. Paper copies must be provided but should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows:

RFP # P-7-25-14 "A Study to Update the County's Fire Rescue and Emergency Medical Services Facilities' Impact Fees" and returned to:

Purchasing Services
Heather Riley, Procurement Analyst III
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at _____p.m. local time _____, at which time, the names of the Consultants submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after the opening of the proposals, whichever occurs first, in accordance with Section 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** A proposal must be accepted in Purchasing Services no later than the RFP closing date and time to be considered. If the proposal is delivered elsewhere, it may not reach Purchasing Services in time.

F. PRE-PROPOSAL MEETING DATE AND TIME:

A pre-proposal meeting will be held (*insert the time, date, and location of the conference*) located at 2725 Judge Fran Jamieson Way, Bldg. C., 3rd Floor, Florida Room, Viera, FL 32940. Interested Contractors are encouraged to attend.

☐ **Mandatory** ☐ **Non-Mandatory**

G. INFORMATION OR CLARIFICATION:

For information concerning procedures for responding to this proposal, contact Heather Riley, Purchasing Services, at 321-617-7390, extension 59336, or by email at heather.riley@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal or any correction of any apparent ambiguity, inconsistency, or error therein will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Heather Riley at heater.riley@brevardfl.gov to be given consideration; such requests should be received in writing in order to receive a response no later than the date/time listed on Page 1 (Question Deadline Date) of the RFP. All such interpretations and supplemental instructions will be in the form of a written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County's Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to [VendorLink](#). The County will not notify Contractors of addenda. It is the Contractor's sole responsibility to check the website before submitting a bid to verify receipt of all documents including written addendum.

Proposals will be reviewed, scored, and ranked by a Selection Committee using the evaluation criteria outlined herein. The Selection Committee may conduct shortlist interviews/question-and-answer sessions with the top-ranked Consultants. The Selection Committee will make recommendations to the County Manager or his/her designee, who has the sole authority to make the final determination to award, revise, or reject a contract with the "selected Contractor."

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries, or correspondence relating to or in reference to this RFP and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County, at its sole discretion, reserves the right to enter into contract negotiations with the Number 1 ranked Consultant that was found to be qualified, experienced, responsive, and responsible. If the County and said Consultant cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest-ranked qualified, experienced, responsive, and responsible Consultant. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Consultant shall have any rights against the County arising from such negotiations or termination thereof. The County reserves the right to award a contract to multiple vendors with or without primary/secondary/tertiary designation. The Selection Committee will determine this during their review and discussion of the proposals received.

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FIRE/RESCUE FACILITIES AND EMERGENCY MEDICAL SERVICES FACILITIES
IMPACT FEE UPDATE STUDY
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II. SCOPE OF SERVICES

A. GENERAL SCOPE:

Brevard County Board of County Commissioners (the County) seeks to contract with a qualified Consultant to complete an update on the rate structure for the impact fees of Emergency Medical Services Facilities and Fire Rescue Facilities.

Brevard County Fire Rescue Department provides fire rescue and Emergency Medical Services (EMS) from 33 stations owned by Brevard County. These stations include 18 dual stations (Fire and EMS Services), 5 fire-only stations, 10 EMS-only, and 4 administrative/ancillary facilities associated with fire rescue services and EMS.

Brevard County provides emergency medical services countywide. Regarding fire rescue services, the County provides services in the unincorporated County, Grant-Valkaria Town, Melbourne Village Town, Palm Shores, and West Melbourne.

B. TASK 1. PROJECT ORGANIZATION, DATA COLLECTION AND METHODOLOGY REVIEW

TASK 1: Data Collection and Methodology Review. Upon receipt of the Notice to Proceed, the Consultant will prepare and forward to the County Project Manager a data needs memo for each of the two impact fee programs. The County Project Manager will assemble as much of the requested data as possible and have it available at the project organization meeting. The Consultant will facilitate a project organization meeting with key members of County staff to receive available information related to the project, identify and discuss major technical and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule.

In coordination with the County, the Consultant will collect specific studies, data, previous and current policies and procedures, and other information necessary to complete the study. The County will provide, without charge, copies of all relevant plans, studies, and documents needed to perform the project tasks to the Consultant. Some data items that will be collected include:

- Capital asset inventories for each service area.
- Recent construction project costs, recent bids, and land purchases/appraisals for each service area.
- Non-impact fee funding sources and levels used for each service area.
- Previous impact fee studies completed for the County.
- Impact fee ordinances.
- Permitted trends for the past several years.
- Impact fee revenues for the past ten years.

The Consultant will summarize data gaps and responsibilities resulting from the project organization meeting.

Subtask 1.1: Inventory of Existing and Planned Facilities

Based on information provided by the County, the Consultant will compile a capital asset inventory of existing and planned facilities for each of the two impact fee programs for EMS and Fire Rescue Facilities.

Subtask 1.2: Jurisdictions to be Included Within Brevard County

The study's scope will include jurisdictions within the unincorporated and incorporated areas of Brevard County in which EMS and Fire Rescue Facilities are assessed and collected

C. TASK 2. IMPACT FEE TECHNICAL ANALYSIS

TASK 2: Impact Fee Technical Analysis. This task involves developing an impact fee rate equation for each of the two impact fee programs for EMS and Fire Rescue Facilities. The rate equation shall include a demand, cost, and credit component. The product must meet all standards dictated under Florida Law for lawfully imposed impact fees, including, but not limited to, Section 163.31801, Florida Statutes.

Subtask 2.1: Inventory of Existing and Planned Facilities

The County will provide an inventory of capital facilities, as well as planned facilities, including fire/EMS stations, support buildings, land, vehicles, and equipment. The technical report will incorporate a summary of the capital asset inventory for each program area.

Subtask 2.2: Calculation of Demand Component

The consultant will review the existing level of service for each of the two programs and calculate a demand factor for each land use in the existing rate schedule.

Subtask 2.3: Calculation of the Cost Component.

The cost component of each impact fee program area will be calculated to reflect the current cost of adding capacity in Brevard County. Cost elements reviewed will include design and engineering inspection, construction, land purchase, vehicle/equipment purchase, and other related costs. The consultant will review available cost data for each program and calculate cost factors for each of the impact fee rate equations and study.

Subtask 2.4: Calculation of Credit Component.

The Consultant will review historical and projected capital improvement funding sources and expenditures for land, construction, design and engineering inspection, and other related costs. These may include General Fund/ad valorem tax, assessments, grants, and other non-impact fee funding. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. For each program area, the Consultant will review historical, non-impact fee revenue streams used to fund new capacity. Based on this review, the consultant will calculate the credit factor for each of the impact fee rate equations.

Subtask 2.4: Development of Impact Fee Rate Equations and Calculation of Rate Schedules. The consultant will incorporate the demand, cost, and credit factors

into an updated impact fee equation for each of the two impact fee programs. The consultant will calculate an updated rate for each land use in the rate schedule using the updated rate equation.

Subtask 2.5: Comparison of Impact Fee Methodology and Variables

This task will compare the updated study's results to the County's 2015 study using data from the 2015 technical report. This comparison will outline any methodology changes and reasons for changes in recommended fee levels.

D. TASK 3. EVALUATION OF BENEFIT DISTRICT BOUNDARIES

TASK 3: Evaluation of Benefit District Boundaries. The Consultant will evaluate the current boundaries of the impact fee benefit districts and make recommendations for modifications as appropriate. The product must meet all Florida law standards for a lawfully imposed impact fee, including but not limited to Section 163.31801, Florida Statutes.

E. TASK 4. TECHNICAL REPORT AND ORDINANCE ASSISTANCE

TASK 4: Technical Report. Upon completion of TASK 2 and TASK 3, the Consultant will prepare a draft Technical Report encompassing the two impact fee program areas. Subsequent to completion of Subtasks 5.2 and 5.3, the consultant shall prepare a Final Technical Report incorporating any necessary changes to the draft report. All reports shall be published both electronically and in hard copy. The product must meet all standards dictated under Florida Law for a lawfully imposed impact fee, including but not limited to Section 163.31801, Florida Statutes.

Subtask 4.1: Findings of Extraordinary Circumstances (At the Option of the County) Should the data support such a finding, and at the option of the County, the report shall demonstrate findings of extraordinary circumstances as set forth in Section 163.31801, Florida Statutes.

Subtask 4.2: The Consultant will provide input to identified County staff to prepare impact fee ordinance amendments to implement the study recommendations.

F. TASK 5. MEETING AND PRESENTATION

Task 5: This task includes meetings and presentations for the project, as summarized below. If additional meetings are required, the Consultant will provide them at an additional cost.

Subtask 5.1: Kickoff Meeting

The Consultant shall attend a meeting with County staff to discuss data needs and methodologies as appropriate at the commencement of the project. It is anticipated that the first part of this meeting will be with the County Project Manager and County Management staff. The second part of this meeting will include individual meetings with each involved department to review the data collection needs and availability of requested data.

Subtask 5.2 (At the Option of the County): Two Workshops and Presentation for the Board of County Commissioners and Presentation to Municipalities Subject to Impact Fee Programs.

Upon the County's discretion, the Consultant will attend up to two workshops with the Board of County Commissioners to present the conclusions and recommendations contained in the Draft Technical Report. Contingent upon request by participating jurisdictions, workshops and presentations of the study may need to be made to the Board and City council members.

Subtask 5.3: Public Hearing for Ordinance Adoption by the Board of County Commissioners. The Consultant shall attend the public hearing to adopt the revised impact fee ordinance. The Public Hearing shall take place no later than one (1) year from the initiation of this study, as consistent with the timeframe set forth in Section 163.31801(4)(a), Florida Statutes.

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III. PROFESSIONAL FEE PROPOSAL

Price to provide all labor, materials, equipment, transportation, and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

Lump Sum Pricing: \$_____. **Additional Services Outlined in RFP:** \$_____
(excluding additional services outlined in RFP)

NOTE: Pricing shall be completed and submitted in a separate sealed envelope. The contract terms shall commence on the date both parties fully execute the contract, and the Impact Fee Update Study should be completed within six (6) months from that date.

ACH PAYMENTS

Does your company accept the ACH Payment Method? ____ Yes ____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of the correct invoice at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state the discount and terms: _____

ADDENDUM ACKNOWLEDGMENT

The Consultant acknowledges receipt of amendments by indicating the amendment number and its issue date.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understood, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for Proposal RFP-7-25-14 Fire/Rescue Facilities and Emergency Medical Services Facilities Impact Fee Update Study.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

**PLANNING AND DEVELOPMENT DEPARTMENT
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IV. EVALUATION AND SELECTION CRITERIA

Proposals will be evaluated by a Selection Committee comprised of qualified County staff. The Selection Committee will evaluate, score, and rank all responsive proposals based on the information and references contained in the proposals submitted. Once each member of the Selection Committee has scored each proposal and completed an evaluation sheet, a composite is developed, which indicates the Selection Committee's collective ranking of the highest-ranked proposal in descending order. The Selection Committee may require presentations or interviews of the top-ranked Consultants. Based on the responses and presentations or interviews that the Selection Committee requests, the Selection Committee will score and rank each proposal and make their recommendation to the County Manager or his designated representative of the Consultant, who is the most qualified to provide the County with the services required under this proposal.

Interested Consultants who would like to be considered for this proposal should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all the professional services necessary to complete this project effectively and timely. The Consultant's Proposal shall include:

Submittal Format:

Submittals shall be printed on 8 ½ x 11-inch paper, bound in booklet style or three-ring binder, typed in either Arial, Calibri, or Times New Roman font, with a minimum 11-point font size with tabs or section dividers to separate sections as defined below, place page numbers at the bottom of every page, excluding dividers. The Table of Contents should be outlined sequentially in the areas defined below. **Please provide one (1) original and three (3) hard copies of your response, along with one (1) copy on a USB flash drive.** The response shall be divided and organized with labeled tabs and sections labeled as follows:

<u>Tab 1. Letter of Introduction and Executive Summary</u>	<u>Yes/No</u>
---	----------------------

The Introduction and Executive Summary contain a summary of the Consultant's ability to perform the services described in the solicitation and the Consultant that the Consultant is willing to perform these services and enter into a contract with the County. This letter must provide the name, title, phone, fax, and email address of the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

<u>Tab 2. Qualifications of the Consultant</u>	<u>Possible (20) Points</u>
---	------------------------------------

Provide a description of your Consultant, your Consultant's experience, and your underlying philosophy in providing the services as described and requested therein. The description should include details such as abilities, capacity, skill, strengths, number of years, location of office(s), and recent, current, and/or projected workload.

<u>Tab 3. Consultant's Relevant Experience and References</u>	<u>Possible (20) Points</u>
--	------------------------------------

Provide details of a maximum of five (5) and a minimum of three (3) projects similar in scope and size to that being requested through this solicitation that your Consultant has completed recently. Details for each project example provided should include:

- Project Name
- Project Address
- Customer Name
- Customer Contact Information
 - Name of point of contact, phone number, and email address
 - Brief description of work provided
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (from Notice to Proceed to Final Invoice payment)

Tab 4. Consultant's Plan of Approach

Possible (30) Points

Provide a detailed Plan of Approach that explains how your Consultant intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

Tab 5. Personnel

Possible (10) Points

- Provide a detailed description of the Consultant's specific project management team, including sub-consultants anticipated to be utilized, who will be assigned to the Brevard County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Consultant's Plan of Approach and include details that demonstrate the individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- The Consultant must identify a staff member who will serve as Project Director who shall be authorized and responsible for acting on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your Consultant's understanding that the project management team/key team members assigned to the Brevard County contract, as described above, shall not be substituted without the expressed permission of Brevard County.
- Provide resumes, licensure, and certifications of the proposed specific project management team, inclusive of sub-consultants anticipated to be utilized, to be assigned to the Brevard County Contract.

Tab 6. Professional Fee Proposal

Possible (20) Points

The Consultant shall complete and submit its proposal for the Professional Fee Proposal. The form is found on page 19 of this solicitation. **This shall be put in a sealed envelope.**

TOTAL SCORE 100 POSSIBLE POINTS

PRICING EVALUATION:

When cost is considered after the "qualitative" factors have been evaluated, pricing does not need to be evaluated by everyone on the Selection Committee. Pricing will be evaluated by at least two people and discussed with the Selection Committee.

The evaluators will convert the price to points. The Proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. This is determined by applying the following formula:

Price of Lowest Cost Proposal X Maximum Points Available = Award Price Points

Example: The total points available for Price in the RFP are twenty (20) points. The price of the lowest acceptable proposal is \$100,000. Therefore, the lowest proposal price of \$100,000 would be awarded twenty (20) points. The second lowest proposal was submitted with a price of \$125,000. The second lowest proposal price of \$125,000 would be awarded sixteen (16) points.

$$\frac{\$100,000}{\$125,000} = .80 \times 20 = 16 \text{ points}$$

The points awarded for the price are combined with the total points awarded for the technical proposal to determine the successful proposal.

Tab 7. Required Forms	Yes/No
Required Forms identified in the Proposer’s Checklist	

QUALITY ASSURANCE

Prior to making an award, the Purchasing Analyst and the requesting Department must ensure the quality control of the evaluation process by verifying proposal pricing, checking any mathematical computations, and ensuring only those criteria identified in the RFP were considered. An additional Purchasing Analyst will verify the Purchasing Analyst’s or Selection Committee’s computations on the award document.

The integrity of the process and County procurement system is grounded upon the Purchasing Analyst and the Selection Committee maintaining their independence and adhering to the procedures and evaluation requirements stated in the RFP.

**PLANNING AND DEVELOPMENT DEPARTMENT
FIRE/RESCUE FACILITIES AND EMERGENCY MEDICAL SERVICES FACILITIES
IMPACT FEE UPDATE STUDY
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INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent, reckless, or intentionally wrong act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$2,000,000 per claim. If policy is written as claims made, coverage shall remain continuous four years post term of the contract.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Cyber Liability Insurance, with limits of not less than \$5,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations a Contractor has undertaken by this Contract and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. This policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

The Contractor shall have five (5) days, after award, to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) and applicable endorsement pages on all insurance policies and renewal in form(s) acceptable to the COUNTY. A COI evidencing such coverage must be submitted before the coverage expiration and indicate that the policies have been endorsed to cover Brevard County, Florida, as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.**

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

**PLANNING AND DEVELOPMENT DEPARTMENT
FIRE/RESCUE FACILITIES AND EMERGENCY MEDICAL SERVICES FACILITIES
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DISCLOSURE FORM**

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

OR

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name _____

Signature: _____ Date: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Type of Identification Produced _____

Personally Known OR _____ Produced Identification

**PLANNING AND DEVELOPMENT DEPARTMENT
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CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of contractor) is

2. My relationship to _____ (name of contractor) is
_____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725, F.S., and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel.

The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.
6. _____ (name of contractor) is 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, F.S.
7. _____ (name of contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires: _____

(AFFIX SEAL or STAMP)

**PLANNING AND DEVELOPMENT DEPARTMENT
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CERTIFICATE OF CORPORATE OFFICER

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation under the laws of the State of Florida, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the corporation, is hereby authorized to execute the Contract dated to be determined between Brevard County, Florida, and this corporation, and that the execution thereof, attested by the _____ of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

Under penalties of perjury, I declare that I have read the foregoing Certificate and that the facts states in it are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20 ____.

(Signature and Date)

(Name/Title)

**PLANNING AND DEVELOPMENT DEPARTMENT
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**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____