

Meeting Date
7/11/2017



AGENDA	
Section	Consent
Item No.	<i>II.B.2</i>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Approval of Tourism Development Office (TDO) to Request Proposals for Beach Clean-up Maintenance Services
DEPT/OFFICE:	Community Services Group / Tourism Development

Requested Action:

It is requested that the Board

- 1) Grant permission to the TDO to Request Proposals for Beach Clean-up Maintenance Services.
- 2) Authorize the TDO Executive Director to execute contract and contract renewals, subject to approval by the County Attorney's Office & Risk Management.
- 3) Authorize any associated budgetary changes.

Summary Explanation & Background:

The Brevard County Tourism Development Office (TDO) is requesting approval from the Board of County Commissioners to request proposals for Beach Clean-up Maintenance Services in order to maintain the cleanliness and greatly reduce the amount of litter and debris accumulated on beaches highly-impacted by tourism. The TDO is seeking an organization or individual to perform shoreline clean-up on Brevard County beaches on an on-going basis and removal and reduction of litter along Brevard County beaches accessible to the public and not under the management of any other agency (Canaveral National Seashore, Patrick Air Force Base, Archie Carr National Wildlife Refuge and Sebastian Inlet State Park).

Brevard County is a prime tourist area, attracting more than a million and a half visitors each year. Tourists' main destination is the beach or other water related activities. The natural resources of the county and the economic and aesthetic benefits that they bring are degraded by litter on our shoreline. Litter and debris continues to be an environmental and economic concern to our community. The impact of the cleanup effort is significant, considering the huge amount of trash and debris collected and properly disposed of on a regular basis.

Previously the Beach Clean-up Maintenance services were included as part of an agreement between TDO and Keep Brevard Beautiful (KBB). This agreement was treated as a Beach Grant Program and required partial matching funds from KBB. This agreement sunsets on September 30, 2017.

Beach Clean-Up Maintenance services will include monitoring and providing cleanup services to the beach areas through daily collection and pick-up runs, as well as general weekly monitoring of less trafficked areas. Service provider must also be available for emergency cleanups and stay in contact with local officials in order to report any litter, trash or debris which may wash ashore and require special removal to keep the beaches clean and safe.

The TDO worked with the Tourist Development Council's Beach Committee to develop the scope of work for the Beach Clean-Up Maintenance RFP and The Tourist Development Council (TDC) recommended and approved the Beach Clean-up Maintenance RFP in their meeting on May 31, 2017.

**Fiscal Impact of this Service (currently under a Beach Program Grant Program) FY2016-17 \$170,000; FY2017-18 Best Rate TBD based on negotiation with successful proposer.**  
**Name: Eric Garvey, Director, Tourism Development Office**  
**Phone: 433.4470 ext. 232, eric.garvey@visitspacecoast.com**

Continued on Pg. 2.

Clerk to the Board Instructions:

Exhibits Attached: Beach Cleanup Maintenance RFP

Contract /Agreement (If attached): Reviewed by County Attorney    Yes         No     PR

County Manager	Assistant County Manager	Department Director / Extension
Frank Abbate <i>FAB</i>	Venetta Valdengo	Eric Garvey, Director, Tourism Development Office
	Assistant County Manager	
	<i>Venetta Valdengo</i>	<i>Eric Garvey</i>

Selection Committee:

1. Eric Garvey, Tourism Development
2. Bonnie King, Tourism Development
3. Stacy DeLano, Tourism Development
4. Mike McGarry or designee, Natural Resources Management
5. Laurilee Thompson or designee, TCD Beach Committee



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
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Tammy.Rowe@brevardclerk.us

July 12, 2017

**M E M O R A N D U M**

**TO:** Eric Garvey, Tourism Development Director

**RE:** Item II.B.2., Approval for Tourism Development Office (TDO) to Request Proposals for Beach Clean-up Maintenance Services

The Board of County Commissioners, in regular session on July 11, 2017, granted approval for the TDO to request proposals for beach clean-up maintenance services; authorized you to execute contracts and contract renewals, subject to approval by the County Attorney's Office and Risk Management; and authorized any associated budgetary changes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

cc: Finance  
Budget



## GENERAL CONDITIONS

1. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.
2. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
3. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals 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 s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.
4. **PROPOSAL TABULATIONS:** Proposal tabulations are posted on Demand Star web page and available for download at: [www.demandstar.com](http://www.demandstar.com).
5. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Melbourne, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Proposer received a copy of such addendum, it being understood that all Proposers are responsible to verify that they have received any such addenda prior to submitting their Proposal.
7. **EEO STATEMENT:** Vendors 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.
8. **PRICING:** Firm 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 of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm 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 Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.
12. **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 Proposer represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Proposer shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **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. Proposers offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Proposer clearly indicates in his Proposal that he is offering an "equal" product, the Proposer shall be considered as offering the same brand name product referenced in the specifications. If the Proposer 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 Proposals 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 Proposer. Purchasing Services is not responsible for locating or securing any information which is not identified in the Proposal and reasonably available to Purchasing Services. To

ensure that sufficient information is available the Proposer shall furnish as a part of the Proposal, or prior to RFP 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 Proposer proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **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.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful Proposer 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 vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Proposer acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The Proposer, 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 Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **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 Proposal.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the Proposal list and the vendor disqualified from doing business with the County of Brevard.
20. **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.
21. **WARRANTY:** The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Proposer 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 of Brevard by any other provision of this Proposal.
22. **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; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County of Brevard. 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 Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the Proposal document, vendors shall submit one Proposal only.**
24. **DEFINITIONS:**

COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

PROPOSER - The term PROPOSER used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.

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.

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.

QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the Proposal 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 proposer or its subcontractors' past performance for the Board, and any other information required by Board policies.

**RESPONSIVE BIDDER OR PROPOSER** - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

**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.

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Firms 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 RFP; and written correspondence in regard to Proposals may be submitted to the County Manager. Each Proposal 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 firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Proposers are hereby placed on notice 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit Proposals 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor 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 bidder 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 and Regulations Section 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 Licensing Regulation and Enforcement 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 vendor 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.
32. **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 Proposal's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.

34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors 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.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor 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 vendors, 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.
38. **FAX:** Proposals which are received by FAX are not acceptable and will be rejected
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 Central District in and for the State of Florida. The vendor 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 proposer and the County, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further 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 Proposal 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 vendor, 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 vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **PROPOSER RESPONSIBILITIES:** A proposer, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the proposer 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/ Proposal.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager. The proposer 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 proposer, 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 proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer 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 proposal. 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 proposer 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 Commissioner's 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 products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

- 48. MONITORING OF WORK:** The proposer 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 Proposer shall designate, in writing, a person to serve as liaison between the proposer and the County.
- 49. PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. 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 quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Proposers may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer 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 three (3) 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.
- 51. UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept Proposals from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.
- 52. FLORIDA PUBLIC RECORDS LAW:**  
Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes 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 proposer's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number that 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 Contractor's 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 Fla. Stat. 119.07(1)(e) and (f). 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's fees, which may be awarded pursuant to Fla. Stat. 119.12.  
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 RFP. Selection or rejection of any proposal does not affect this right.
- 53. LOCAL PREFERENCE:**  
The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County and the State of Florida will be given preference through the current procedures established by the resolution as amended. It is understood that the submission of a Local Vendor Affidavit of Eligibility to Brevard County Purchasing Services with the proposal is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the RFP specified. The proposer assumes sole responsibility for the correctness of the Local Vendor Affidavit of Eligibility submitted. The proposer also understands that failure to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the awarded of contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on Purchasing Services website: <http://www.brevardcounty.us/CentralServices/Purchasing>.
- 54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**  
In accordance with Florida Statute 287.082, whenever two or more competitive sealed Proposals 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 Proposals are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

**55. 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 punishable as a misdemeanor.

**56. TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
- d. In the event that a tie still exists after progressing through a-c, 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 bidders if they elect to be present.

**57. VENDOR 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:

**I. Posting of Award Notices**

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bidder/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bidder/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for Proposals.

**II. Proceedings**

A. Any Bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; 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 be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the Proposal protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

**III. Stay of Procurements During Protests**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract 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 Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE  
P-3-17-10  
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**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE**

**P-3-17-10**

**PROPOSAL SCHEDULE**

*Provide dates and times for each event. Make certain each event is scheduled to allow enough time for receipt and responses. Indicate physical address of pre-proposal conference.*

**PROPOSAL SCHEDULE**

The following anticipated timeline for completion of the RFP process and implementation has been established:

**IDENTIFICATION DATE**

00/00/201X

**RELEASE OF PROPOSAL**

00/00/201X @ 11:00 am

**PRE-PROPOSAL CONFERENCE**  
*Provide physical address*

00/00/201X, 5:00 pm

**DEADLINE FOR QUESTIONS**

00/00/201X @ 3:00 pm

**PROPOSAL DUE DATE**

Date & Time TBD

**SELECTION COMMITTEE MEETING**

Date & Time TBD

**RECOMMENDATION TO THE BOARD**

**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE**  
**P-3-17-10**  
**SPECIAL CONDITIONS**

1. **Introduction/Purpose - Define product or service requirements**

The Brevard County Tourist Development Office is seeking an organization or individual to perform shoreline clean-up on Brevard County beaches on an on-going basis. The successful bidder will be responsible for removal and reduction of litter along Brevard County beaches accessible to the public and not under the management of any other agency (Canaveral National Seashore, Patrick Air Force Base, Archie Carr National Wildlife Refuge and Sebastian Inlet State Park).

Brevard County is a prime tourist area, attracting more than a million and a half visitors each year. Their main destination is the beach or other water related activities. The natural resources of the county and the economic and aesthetic benefits that they bring are degraded by litter on our shoreline. Litter and debris continues to be an environmental and economic concern to our community. The impact of the cleanup effort is significant, considering the huge amount of trash and debris collected and properly disposed of on a regular basis.

Successful bidder will monitor and provide cleanup services to the beach areas through daily collection and pick-up runs, as well as general weekly monitoring of less trafficked areas. Successful bidder must also be available for emergency cleanups and stay in contact with local officials in order to report any litter, trash or debris which may wash ashore and require special removal to keep the beaches clean and safe.

2. **Contract Period:** Effective date of contract will be effective October 1, 2017 through September 30, 2022.

3. **Proposal Submittal** One (1) original proposal and six (6) duplicate proposals (seven (7) total proposals) must be returned no later than \_\_\_\_\_ p.m. local time \_\_\_\_\_. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and six (6) copies on paper, plus one (1) compact disc (CD) or flash drive. Sealed proposals must be clearly marked as follows:

“RFP # P-3-17-10, Beach Cleanup and Maintenance” and returned to:

Purchasing Services

Brevard County Government Center

2725 Judge Fran Jamieson Way, 3<sup>rd</sup> 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 firms submitting proposals will be read. No details or the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

**Note\*** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3<sup>rd</sup>) floor at the above address. **Vendors are advised that U.S. Postal Service 1<sup>st</sup> 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 Vendor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITBP closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. **Pre-proposal Meeting Date and Time**: A pre-proposal meeting will be held (*insert the time, date and location of the conference*) at the Tourism Development Office Conference Room located at 430 Brevard Avenue, Suite 150, Cocoa, FL 32922. Interested bidders are encouraged to attend.

Mandatory     Non-Mandatory

6. **Information or Clarification**

For information concerning procedures for responding to this proposal, contact Leslie Rothering, Purchasing Services at 321-617-7390, or by email at [leslie.rothering@brevardfl.gov](mailto:leslie.rothering@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, 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 Leslie Rothering at [leslie.rothering@brevardfl.gov](mailto:leslie.rothering@brevardfl.gov). To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Services Representative in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

If an addendum is sent to potential proposers, it will be mailed or emailed according to the information Purchasing Services has on file for the proposers. To make sure you receive any addenda to the proposal request, please make sure Purchasing Services has the full name of your organization, complete address, name of individual that addenda should be directed to, and that individual's telephone and email address.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. The Selection Committee will make recommendations to the Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected vendor."

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 vendors 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 #1 ranked, responsive, responsible Proposer. If the County and said Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Proposer. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE**  
**P-3-17-10**  
**SCOPE OF SERVICES**

This solicitation is for a proposal from qualified contractors to be written following the guidelines of this RFP explaining the contractor's experience and qualifications and explaining at what cost and how the contractor will use proper equipment to pick up, remove, and transport trash and debris from beaches, and other debris such as, but not limited to, tents and beach chairs from the beaches in Cocoa Beach, Florida.

Vendor is responsible for securing all required permits and for making sure all trash and debris moved from the beach is disposed of properly.

**Minimum Service Requirements:**

- Daily trash collection and litter pick-up from Harding Avenue, Avon by the Sea to 1<sup>st</sup> Street South, Cocoa Beach – approximately 3.9 miles and approximately 50 trash cans.
- Twice weekly litter pick-up from Canova Beach Park, Melbourne to DoubleTree by Hilton Hotel, Melbourne – approximately 2 miles.
- On-call for unexpected trash, litter debris incident with maximum 24-hour response time.
- Monthly reporting of activities including weight of litter collected and removed to land fill or disposal site.
- Uniformed and/or identifiable staff with good public relation skills, proper background checks and proper driver's license.
- Communication tools – mobile phone or radio dispatch – for on-call response.
- Suitable equipment for driving on beach with low impact and high safety.

**Enhanced Services:**

- Promote and organize volunteer beach clean-up activities with individuals, school groups and other affinity volunteer groups.
- Develop and implement with the coordination of the tourism development office an anti-litter public information campaign.
- Develop app-based or smart phone-based tool for public to report litter and trash/debris incidences.

**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE  
P-3-17-10  
FEE PROPOSAL**

**ACH PAYMENTS**

Does your company accept ACH Payment Method? \_\_\_\_\_ Yes / \_\_\_\_\_ No

**PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder 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.

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

\_\_\_\_\_

**ADDENDUM ACKNOWLEDGMENT**

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Bid #/Bid Title.

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE**  
**P-3-17-10**  
**EVALUATION AND SELECTION PROCESS**

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff and voluntary Beach Committee members. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Bidders should be available by phone on *(insert date)* of Selection Committee Meeting for questions from the Committee. Based on the response to this RFP, the Selection Committee will select and/or recommend a company or individual qualified to provide to the Beach Committee to approve and recommend to the Tourist Development Council (TDC) to approve and recommend to the Brevard County Board of County Commissioners the services required under this RFP.

*The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:*

**Qualifications and Experience – 25%**

- Familiarity and experience of the company or individual with providing similar services in similar scope and types of programs
- Qualifications and experience of the assigned personnel in similar size and types of projects

**Work Plan/Project Approach – 35%**

- Means, methods, equipment proposed
- Innovative solutions that support community goals to increase tourism and at the same time, to promote clean beaches

**Fee Proposal – 20%**

**Workload Capacity – 10%**

- According to their stated workload capacity, firms will be judged on the perceived ability to timely perform services given their other contractual commitments and workers available.

**Financial Stability – 10 %**

- It is in the best interest of the County that the Contractor selected is capable of performing all requirements without interruption that may be caused by a financial inability to perform. Provide information substantiating the company's or individual's ability to meet the County's expectations for creditworthiness, bonding capabilities, and any litigation in the past five year regarding financial considerations and years in business doing this type of work.

**TOTAL SCORE (100 possible points)**

Award of this service contract will be based on the selection criteria stated above.

The following people have been selected to serve on the selection committee:

**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE  
P-3-17-10  
PROPOSAL FORMAT**

**PROPOSAL FORMAT**

Interested firms who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The company's or individual's Proposal shall include:

**Tab 1. Letter of Introduction and Executive Summary:** Containing a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting firm.

**Tab 2. Table of Contents**

The table of contents should outline in sequential order the major areas of the proposal.

**Tab 3. Section: Qualifications and Experience**

This is a comprehensive history of the contractor's project experience. Familiarity and experience of the company/individual with providing similar services in similar scope and types of programs.

- Provide a detailed account of your resources for this project
- Organization Chart (one page)
- List of company-owned (leased) equipment
- List of Licenses
- Subcontractors planned to be used, including their experience with beach operations, debris removal, etc.
- Other services and experience that might be applicable to this project

**Tab 4. Section: Work Plan/Project Approach**

- Means, methods, equipment proposed
- Innovative solutions that support community goals to increase tourism and at the same time, to promote clean beaches will be given special consideration by the Evaluation Committee.
- Schedule of Operations
- Explain how the operations will meet the US Fish and Wildlife requirements and related state statutes for protecting beach wildlife and environment—particularly laws applying to the protection of sea turtles.
- Explain Record-keeping and Incident Reporting for keeping track of the trash collected and reporting to the county on a monthly basis regarding total cubic yards that had to be taken to a landfill.
- Explain how the operation will handle any incidents involving wildlife on the beach

**Enhanced Services:**

- Describe volunteer beach clean-up activities with individuals, school groups and other affinity volunteer groups.

- Describe an anti-litter public information campaign.
- Describe app-based or smart phone-based tool capabilities for public to report litter and trash/debris incidences.

**Tab 5. Financial Stability**

- Provide information substantiating the company's or individual's creditworthiness, assets and exposures, bonding capabilities, and any litigation in the past five year regarding financial considerations and years in business doing this type of work.
- While payment and performance bonding is not required, the Contractor should have the ability to obtain both a performance and payment bond in an amount equal to 100% of the estimated fee for this project.

**Tab 5. Proposed Fee**

- The proposer shall provide a lump sum price for the clean-up and maintenance of the designated area of Cocoa Beach and Melbourne Beach, Florida.
- The fee shall include all costs incurred by the Contractor such as but *not limited to equipment and labor to pick up and move all trash and debris found on the beach (from shoreline to \_\_\_\_\_) to the staging area and from there to the final disposal site. All tipping fees will be paid by the Contractor and reimbursed by the County on a monthly basis.*
- Enhanced Services Fees

**Tab 6. Required Proposal Forms:**

- Signed/Notarized Request For Proposal
- Signed and Notarized Local Vendor Affidavit of Eligibility and attachments, if applicable

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**BREVARD COUNTY BEACH CLEANUP AND MAINTENANCE**  
**P-3-17-10**

**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 act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor 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 Vendor under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The vendor providing services under this agreement 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 covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor 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, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days 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 certificates of insurance shall indicate that the policies have been endorsed to cover the County 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 vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

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**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY – SECTION VIII**

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

1. This sworn statement is submitted to

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
Purchasing Services Office

by \_\_\_\_\_

[print individual's name and title]

for

\_\_\_\_\_

[print name of Company/Individual submitting sworn statement]

whose business address is \_\_\_\_\_

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : \_\_\_\_\_

2. BID/RFP # and TITLE: \_\_\_\_\_

3. LOCAL PREFERENCE ELIGIBILITY

***DO NOT check multiple categories; bidders shall select the applicable category for their company.***

A. "Category 1" – Vendor has maintained a **permanent place of business located in Brevard County for a minimum of one (1) year immediately preceding the advertisement of the bid or request for proposals.**

\_\_\_ YES

B. "Category 2" – Vendor has established and maintains a permanent place of business located in the State of Florida.

\_\_\_ YES

**It is understood that the submission of a Local Vendor Affidavit of Eligibility to Brevard County Purchasing Services with the bid/proposal is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the bid/RFP specified. Local Preference shall not apply to bid/proposal that exceeds the Project Budget or proposed values exceed \$1,000,000. The bidder/proposer assumes sole responsibility for the correctness of the Local Vendor Affidavit of Eligibility submitted. The business category claimed by the bidder/proposer will be the only preference applied and shall not be changed or altered after bid/proposal opening. A bidder's/proposer's claim of an error in the completing of the Local Vendor Affidavit of Eligibility form shall not be grounds for submitting a formal protest. The bidder/proposer also understands that failure to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards.**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER**

**FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID ONLY FOR THE BID/RFP SPECIFIED. I ALSO UNDERSTAND THAT FAILURE TO MAINTAIN THE REQUIREMENTS OF THE CATEGORY INDICATED THROUGH COMPLETION OF THE AWARDED BID OR CONTRACT MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND MAY BE USED FOR CONSIDERATION FOR FUTURE AWARDS.**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**STATE OF FLORIDA**

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

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority \_\_\_\_\_  
[Name of Individual Signing]  
who, after first being sworn by me, affixed his signature in the space provided above on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

(Affix Seal)

