



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Support Services Group

I.5.

3/12/2024

Subject:

Request Approval to Advertise a Request for Proposal for State Lobbying Services

Fiscal Impact:

The County's Fiscal Year 2023-2024 Adopted Budget includes \$60,000 for state lobbying services.

Dept/Office:

Central Services/Purchasing Services

Requested Action:

It is requested that the Board of County Commissioners (the Board) provide the following directions:

1. Advertise an RFP for the County's lobbying services pursuant to Board Policy BCC-25, "Procurement," and the below Selection and Negotiation Committee to evaluate proposals received by the County with their recommendation back to the Board for consideration; or
2. Negotiate terms and professional services fees with the County's current lobbying firm and bring back a contract to the Board for consideration; or
3. Other direction for the procurement of state lobbying services.

Summary Explanation and Background:

There are significant benefits to having the services of a state lobbyist in assisting with representing Brevard County in policy, legislative, appropriations, and technical matters that come before the Governor, Cabinet, Legislature, state agencies, workforce development representatives, and aerospace industry representatives. The County's current contract for state lobbying services is with Ronald L. Book, P.A. This contract ends on May 30, 2024. Ronald L. Book, P.A. has been providing state lobbying services to the County since October 1, 2016. The County's current and previous services under contract with Ronald L. Book, P.A. is \$5,000/month or \$60,000/year.

The attached Draft Request for Proposal (RFP) will evaluate proposals received by the County based on a firm's organizational profile, experience, qualifications, and proposal annual professional services fees. The Board may wish to consider the following options for procuring state lobbying services:

1. Issue an RFP to be advertised pursuant to Board Policy BCC-25, "Procurement," and appoint the following members to a Selection and Negotiation Committee comprised of Jim Liesenfelt, Assistant County Manager, Community Services Group, Jill Hayes, County Budget Director, and Virginia Barker, Natural Resources Management Department Director, to evaluate the responses that the County receives with their recommendation brought back to the Board for consideration and final approval.
2. Negotiate terms and professional fees with the County's current lobbying firm and bring a contract back to the Board for consideration and final approval.

3. Other direction for the procurement of state lobbying services.

Clerk to the Board Instructions:



March 13, 2024

M E M O R A N D U M

TO: Kathy Wall, Central Services Director

RE: Item I.5., Request Approval to Advertise a Request for Proposal for State Lobbying Services

The Board of County Commissioners, in regular session on March 12, 2024, authorized staff to move forward with negotiating the terms of the professional service contract and fees, for a term of one-year, with the addition of Chair Steele to the Negotiating Committee, with the County's current lobbying firm, Ronald L. Book, P.A.; and authorized bringing back a contract to the Board for consideration.

Your continued cooperation is always appreciated.


Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

cc: Each Commissioner
Finance
Budget

SUBMIT SEALED QUALIFICATION 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: Mary Bowers mary.bowers@brevardfl.gov		(321) 617-7390 Ext. 5-9334		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: State Lobbyist Services		PROPOSAL NUMBER: RFP-1-24-12	
PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION: There will not be a pre-proposal meeting.				<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	
RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED					

▼ 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, firm 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.**

 AUTHORIZED SIGNATURE (MANUAL)

 NAME (PRINTED)

 TITLE

 DATE

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: _____



BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒

BID BOND

Yes ☐ No ☒

PERFORMANCE BOND

Yes ☐ No ☒

LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

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 s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, as amended from time to time, the names of the firms 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:** 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 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 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 firm 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 firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. 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 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 firm 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 s. 287.017 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 287.134(3)(d), Fla. Stat., as amended from time to time.
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, F.S., 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, F.S.
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 provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
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 prorated 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 Florida Prompt Payment Act, Section 218.74, Fla. Stat., 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), Fla. Stat., 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, Fla. Stat., 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 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 Chapter 119, Fla. Stat.

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 119.12, Fla. Stat.

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 287.082, Fla. Stat., 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 165.043, Fla. Stat., 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 firm 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):

- a. 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 287.087, Fla. Stat., as amended from time to time;
- b. 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 protester to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protester on the merits of the protest.

The protester 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 protester is a final means of administrative remedy to the protest. Within seven (7) business days after receipt of the protester's appeal, the Purchasing Manager will arrange a meeting of the Protest Committee and the protester.

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 (Attachment A).

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 of 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 Florida Statutes § 287.05701, 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):**
- BABAA requirements apply to projects funded with Federal financial assistance unless the project is 100% funded by the American Rescue Plan Act (ARPA).
 - Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.
 - Total project costs and revisions thereof should reflect compliance with BABAA requirements.
 - 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.
 - 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.
 - Contractor shall review substitutes and "or equals" for conformity with BABAA requirements. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

STATE LOBBYIST SERVICES
RFP-1-24-12
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Attachments: Exhibit A – Draft Contract

**STATE LOBBYIST SERVICES
RFP-1-24-12**

PROPOSER CHECKLIST

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

- ☐ One (1) original and five (5) copies of the proposal and one (1) electronic copy on a USB flash drive
- ☐ Signed/Notarized Request for Proposal
- ☐ Signed Professional Service Fees (one copy in a separate sealed envelope)
- ☐ Insurance and Indemnification Form
- ☐ Completed Foreign Influence Disclosure
- ☐ Completed Contractor Affidavit Regarding Scrutinized Company List
- ☐ Certificate of Corporate Officer

Attachment: Draft Contract

STATE LOBBYIST SERVICES
RFP-1-24-12
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

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

IDENTIFICATION DATE

00/00/2024

RELEASE OF PROPOSAL

00/00/2024, 5:00 pm

DEADLINE FOR QUESTIONS

00/00/2024 @ 3:00 pm

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

Date & Time TBD

RECOMMENDATION TO THE BOARD

STATE LOBBYIST SERVICES
RFP-1-24-12
INTRODUCTION AND SUBMITTAL INFORMATION

1. **INTRODUCTION:**

The purpose of this Request for Proposal (RFP) is to solicit responses from a qualified Legislative Lobbyist to perform State legislative representation and related lobbyist support services to advance Brevard County's approved legislative plan and State of Florida Space policy agenda. The respondent must have established an impeccable reputation with the legislative community for experience, expertise and reliability.

2. **CONTRACT PERIOD:**

The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing.

3. **BACKGROUND:**

Brevard County, Florida, encompasses 1,557 square miles on the Atlantic Ocean near the mid-point of the Florida peninsula. The County's land area is approximately 1,051 square miles, with the remaining square miles representing inland waterways. Brevard County is approximately 72 miles from north to south and is approximately 20 miles from the east (the Atlantic Ocean) to the west (the St. Johns River). The County is bordered on the north by Volusia County, on the west by Orange and Osceola Counties, and on the south by Indian River County. The City of Titusville is the County seat.

Brevard County was established by Florida Legislators in 1854 and became the 25th of the 67 counties in the State. The Florida Constitution authorizes the power of home rule to chartered local government. A home rule charter provides a community with all the powers of self-government granted by the Constitution and law of the State of Florida. On November 8, 1994, the voters of Brevard County adopted the County's Home Rule Charter. On January 1, 1995, all authority of the County Charter became effective.

The Board of County Commissioners is composed of five members. There are also five County Commission electoral districts. Each electoral district elects one Commissioner. In addition, there are the following elected county officers: the Sheriff, the Tax Collector, the Property Appraiser, the Clerk of the Circuit Court, and the Supervisor of Election.

Brevard County prides itself as the home of NASA's Kennedy Space Center (KSC), the birthplace of U.S. manned spaceflight. KSC continues to have a significant impact on the growth and diversity of the local aerospace industry. The development of Exploration Park and the launch of building facilities leased to aerospace firms assisted in the successful launch and first-stage return of government and commercial satellites. The County is also home to the world-renowned Port Canaveral, the second busiest cruise port and newly developed in-land trade and logistics port facility. The local diversified economy includes the manufacturing of electronics, aerospace, communications, agriculture, and tourism.

4. **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 vendors are asked by the terms 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.

5. **PROPOSAL SUBMITTAL:**

Please submit **one (1) original and five (5) copies of your response along with one 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. Provide one original and _____ copies on paper, plus one (1) flash drive. Sealed proposals must be clearly marked as follows:

"RFP # P-X-XX-XX, Proposal Title" and returned to:

Purchasing Services
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 firms 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 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 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. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

6. **PRE-PROPOSAL MEETING DATE AND TIME:**

There is no a pre-proposal meeting scheduled for this RFP.

7. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Mary Bowers, Purchasing Services at 321-617-7390, or by email at mary.bowers@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 Mary Bowers at mary.bowers@brevardfl.gov. To be given consideration, such requests should be received in writing, in order to receive a response, no later than ****set date approx 10-14 days prior to 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 Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of 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 sole responsibility of the Contractor 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 and may conduct interviews from the top-ranked firms. 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.

8. **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.
9. **Contract Negotiation:** The County, at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor(s). If the County cannot successfully negotiate a contract with the #1 ranked Contractor, the County may terminate said negotiations and begin negotiations with the next highest-ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor 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.

STATE LOBBYIST SERVICES
RFP-1-24-12
SCOPE OF SERVICES

1. Brevard County intends to establish an agreement for the services of a qualified State Legislative Lobbyist to serve as a consultant and advisor to act directly or solicit others to act for the purpose of assisting with or represent the County Commission in policy, legislative, appropriations, workforce issues, and technical matters that come before the Governor, Cabinet, Legislature, state agencies, economic development organizations, and aerospace industry representatives. The State Legislative Lobbyist must be able to provide a full scope of Legislative Lobbyist services and demonstrate experience in the areas listed below. The required services may include, but are not limited to, the following:
 - a. Routinely be present in Tallahassee when the Legislature is in session and attend committee meetings on matters assigned by the County Commission, County Manager, or the County Attorney.
 - b. Review pending legislation and communicate and meet with the Governor, Lt. Governor, and staff; Cabinet members and staff; Legislative Committee staff; Legislators and staff; Agency Directors and their staff members; and economic development agencies, workforce development representatives, and aerospace industry representatives as necessary, on matters assigned by the County Commission, County Manager, or the County Attorney.
 - c. Provide written status reports when the Legislature is in session and other information on a regular basis to the County Commission, County Manager, and County Attorney, and provide an annual report and appear at Board meetings as necessary to address the business of the County Commission.
 - d. Provide information about legislative appropriations that will assist the County Commission, County Manager, County Attorney, and staff in the discharge of their duties.
 - e. Work on Legislative matters approved by the County Commission and those items in the County's best interest.
 - f. Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida in support of aerospace and military economic development activities as authorized by the County Commission, County Manager, or the County Attorney.
 - g. Monitor, identify, and prioritize challenges and opportunities for the County with respect to issues under consideration by the State Legislature and state and regional agencies, especially those issues defined in the County's annual legislative request.
 - h. Complete in a timely fashion all forms and reports required of lobbyists by the State and other relevant jurisdictions.
 - i. The proposer must be an active registered lobbyist with the State of Florida at the date the proposal is submitted to the County.

STATE LOBBYIST SERVICES
RFP-1-24-12
GENERAL INFORMATION

1. **Post Bid Discussion with Proposer:** The County intends to commence final contract negotiations with the highest-rank proposer per the evaluation criteria specified in the RFP.
2. **Presentations by Proposers:** The County reserves the right to request any proposer to demonstrate to the satisfaction of the County that the proposer has the knowledge, experience, and technical ability to perform the services as proposed.
3. **Minimum Requirements:** The requirements in Scope of Service are the minimum performance requirements for this proposal.
4. **Contract:**
 - a. The content of this RFP and all provisions of the successful proposal will be incorporated into a contract and become legally binding.
 - b. The term of the ensuing contract shall be for five (5) years following the award.
 - c. The County reserves the right to cancel the contract without cause with a minimum of thirty (30) days' written notice.
 - d. Termination or cancellation of the contract will not relieve the contractor of any obligations or liabilities resulting from any acts committed by the contractor prior to the termination of the contract.

**STATE LOBBYIST SERVICES
RFP-1-24-12
PROFESSIONAL SERVICES FEE**

An annual Professional Services Fee shall include all labor, materials, equipment, transportation, and other facilities as necessary and/or required to execute all of the State Lobbyist Services described in the RFP of:

Annual Professional Services Fee: \$ _____

NOTE: Pricing shall be completed and submitted in a separate sealed envelope.

ACH PAYMENTS

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

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, et seq. 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.

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

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

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 Proposal #/Proposal Title.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

STATE LOBBYIST SERVICES
RFP-1-24-12
EVALUATION AND SELECTION CRITERIA

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. 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 scored each proposal and completed a score sheet, a composite is developed, which indicates the Committee's collective ranking of the highest-ranked proposal in descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC firms qualified to provide to the County the services required under this RFP.

Interested firms who would like to be considered for this RFP 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 Contractor'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, and typed in either Arial, Calibri, or Times New Roman font, with a minimum 11-point font size. And include a table of contents. **Please provide one (1) original and five (5) copies of your response, along with one (1) copy on a USB flash drive.** Number all pages, Covers, tables of contents, and divider tabs will not be counted in the tab page number. The response shall be divided and organized with labeled tabs and sections labeled as follows:

Evaluation Points

Tab 1. Letter of Introduction (maximum 2 pages)

Yes/No

Provide the below information in the Letter of Introduction:

1. Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2. Primary Contract Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFP, scheduling, and contracting.
3. Authorized Signature – The Introduction Letter should contain the above information (items 1-3) and must be signed by an authorized officer of the Firm, certifying that the Firm will accept the terms and conditions therein.

Tab 2. Organizational Profile (maximum 2 pages)

Possible of 25 Points

1. Organizational Chart - (one page maximum, up to 11x17). A graphical illustration of the service delivery structure, depicting the term to include roles and responsibilities in relation to the Scope of Services of this RFP. The Organizational Chart should include the office location of each team member.
2. Project Manager – Name, office location, background, education, and experience of the Firm's project manager. This person will be the contact person for the professional services performed by the Firm for the County.
3. Key Team Members – Provide a one-page resume for all key personnel (individuals who will have major responsibilities or provide unique expertise).
4. Licenses to do Business in the State of Florida – provide your Firm's as well as individual key team members' licenses to do business in the State of Florida and Brevard County.

Tab 3. Experience/References (maximum 3 pages)**Possible of 30 Points**

The Firm's experience and references will be evaluated.

1. Illustrate the Firm's team's experience in providing lobbying services to at least three (3), but no more than five (5) Florida local governments during the past five (5) years. Provide the following on each of these:
 - a. Governmental organization representative
 - b. Name of contact at that organization as well as the contact's phone number
 - c. Date of initiation of contract
 - d. Provide a brief summary of the services provided and the outcomes achieved.
2. Provide copies of the Firm's public disclosure report of lobbying activities for the previous two (2) quarters

Tab 4. Qualifications**Possible of 25 Points**

1. Indicate the Firm's background in providing these services to governmental counties and business organizations, workforce industries, and aerospace within the State of Florida.
2. Discuss the Firm's success rate for similar counties, business organizations, workforce industries, and aerospace clients.
 - o State if the business is licensed, permitted, and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

Tab 5. Annual Professional Services Fee ***Possible of 20 Points**

The Firm shall complete and submit its proposal, ANNUAL PROFESSIONAL SERVICES FEE, in a separate sealed envelope.

Tab 6. Signed Required Proposal Forms**Yes/No**

- Signed/Notarized Request for Proposal
- Signed Annual Professional Services Fees
- Foreign Influence on Contracts or Grants
- Contractor Affidavit Regarding Scrutinized Company List
- Certificate of Corporate Officer

TOTAL EVALUATION POINTS**100****EXAMPLE OF HOW ANNUAL PROFESSIONAL SERVICES FEES WILL BE EVALUATED:**

When cost is taken into consideration after the "qualitative" factors have been evaluated. Pricing will be evaluated by at least two people and discussed with the Selection Committee.

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:

$$\frac{\text{Price of Lowest Price Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Maximum Points Available} = \text{Award Price Points}$$

Example: The total points available for Price in the RFP is twenty-five (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 at a cost of \$125,000. be awarded sixteen (16) points. The points awarded for the price are combined with the total quality points awarded for the technical portion of the proposal to determine the successful proposal.

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
STATE LOBBYIST SERVICES
RFP-1-24-12

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, 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 \$1,000,000 per claim.

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 Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor 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 certificate(s) of insurance (COI) 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 Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

STATE LOBBYIST SERVICES
RFP-1-24-12
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.
- 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: _____

____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

DRAFT

STATE LOBBYIST SERVICES
RFP-1-24-12

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) of the Florida Statutes, 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) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, 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) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes 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 §215.4725, Florida Statutes, 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 s. 215.4725, Florida Statutes, 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 s. 215.473, Florida Statutes.
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)

**STATE LOBBYIST SERVICES
RFP-1-24-12**

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 _____, 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)

ATTACHMENT A

DRAFT CONTRACT

THIS CONTRACT made and entered by and between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and (Inset Legal Name of Company, a business having its principal address at (Insert Address of Company) hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY issued a Request for Proposal RFP 1-24-12 for State Lobbying Services, and the CONTRACTOR has been selected to perform the professional services pursuant to Brevard County Policy, BCC-25, "Procurement," and;

WHEREAS, the COUNTY has resolved to enter into a Contract with the CONTRACTOR to provide certain State Lobbying Services to the COUNTY herein referred to as the "services" and;

WHEREAS, the CONTRACTOR desires to perform such services on behalf of the COUNTY in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to by and between the COUNTY and the CONTRACTOR:

1. **RECITALS**

The above recitals are incorporated into this Contract by this reference.

2. **SCOPE OF SERVICES**

A. The CONTRACTOR shall serve as a consultant and advisor to act directly or solicit others to act for the purpose of assisting with and/or representing the COUNTY in policy, legislative, appropriations, and technical matters that come before the Governor, Cabinet, Legislature, state agencies, economic development organizations, workforce development representatives, and aerospace industry representatives. The required services may include, but are not limited to, the following:

- 1) Routinely be present in Tallahassee when the Legislature is in session and attend committee meetings on matters assigned by the Commission, County Manager, and County Attorney.
- 2) Review pending legislation and communicate and meet with the Governor, Lt. Governor, and staff; Cabinet members and staff; Legislative Committee staff; Legislators and staff; Agency Directors

and their staff members; and economic development agencies, workforce development representatives, and aerospace industry representatives as necessary, on matters assigned by the Commission, County Manager, and County Attorney.

- 3) Provide written status reports when the Legislature is in session and other information on a regular basis to the Commission, County Manager, and County Attorney and appear at Board meetings as necessary to address the business of the Commission.
 - 4) Provide information about legislative appropriations that will assist the Commission and staff in the discharge of their duties.
 - 5) Work on Legislative matters approved by the Commission and those items in the County's best interest.
- B. Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida in support of aerospace and military economic development activities as authorized by the Commission and/or County Manager.
- C. Monitor, identify, and prioritize challenges and opportunities for the COUNTY with respect to issues under consideration by the State Legislature and state and regional agencies, especially those issues defined in the County's annual legislative request.
- D. Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.
- E. The CONTRACTOR represents they have no conflict of interest with any other party or the COUNTY by executing this Contract. Should a conflict of interest arise between the Contractors' representation to the COUNTY and its representation of any other party/entity after the date the CONTRACTOR executes this Contract, the CONTRACTOR shall notify the COUNTY in writing within five (5) business days identifying the other party and the conflict.
- F. The CONTRACTOR and individuals acting on behalf of the CONTRACTOR for the benefit of the COUNTY agree to comply with and abide by the Rules and Regulations of the Florida Bar, including the Rules of Discipline and the Rules of Professional Conduct set forth in Chapters 3 and 4 of the above-referenced Rules and Regulations. In addition, the CONTRACTOR and all employees of the CONTRACTOR agree that, during the term of this Contract, they will not lobby the COUNTY or COUNTY staff on behalf of private clients.

3. **CONTRACT TERM/EFFECTIVE DATE**

The term of the initial contract period will be five (5) years from the effective date of this Contract. The effective date of this Contract means the date on which the last of the Parties hereto executes this Contract.

4. **COMPENSATION**

- A. For providing lobbying services pursuant to this Contract, the CONTRACTOR shall receive from the COUNTY a total monthly sum of (\$ Insert the Agreed to Annual Fee/12). If the Contract is terminated prior to the end of the initial contract period, the County shall only be responsible for paying the monthly invoices submitted for services performed through the date of termination.
- B. The Contractor shall submit a monthly invoice in the amount of \$_____ for the services provided pursuant to this Contract. Upon the County's receipt of the CONTRACTOR's invoice, the County Manager or designee will certify that the CONTRACTOR has performed the described services in conformance with this Contract and that the CONTRACTOR is entitled to receive the specified amount. If so certified by the County Manager or designee, the COUNTY shall pay the CONTRACTOR pursuant to Section 218.70, et seq. Florida Statutes, known as the "Florida Prompt Payment Act."
- C. The CONTRACTOR may request an increase in annual increase in Services Fees, not to exceed the lesser of the most recent annual Consumer Price Index for all Urban Consumers (CPI-U) published by the federal government, or 3%.

5. **TERMINATION**

- A. 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.
- B. Termination for Breach: This Contract may be terminated for a cause with ten (10) days' written notice by the COUNTY upon failure of the CONTRACTOR to perform pursuant to any of the provisions or requirements set forth herein.
- C. Termination Billings: Upon termination of this Contract for convenience or for breach, the CONTRACTOR shall be entitled to payment for obligations incurred after the CONTRACTOR'S receipt of notice of termination or date of the CONTRACTOR'S date of notice of termination, whichever is applicable, only if the obligations were incurred with the written approval of

the COUNTY. Obligations incurred prior to a notice of termination shall be paid consistent with the terms of this Contract.

6. **INDEMNIFICATION**

- A. The CONTRACTOR shall hold the COUNTY 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 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 Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.
- B. The CONTRACTOR agrees to indemnify the COUNTY and pay the reasonable 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.
- C. 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.

7. **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 services covered by Contract, the following types of insurance:

- A. Professional **Liability Insurance Policy** in the amount of \$1,000,000 per claim.
- B. **Insurance Certificates:** The CONTRACTOR shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the COUNTY. Said Liability Policies shall provide that the COUNTY be an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies that are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

8. **MODIFICATIONS**

This writing contains the entire Contract of the parties. No representations were made or relied upon by either party other than those that are expressly set forth. Any modification must be in a written form and signed by both parties.

9. **WAIVER**

The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

10. **NOTICES/AUTHORIZED REPRESENTATIVES**

Notices: All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when the recipient acknowledges receipt. Any and all notices required by this Contract shall be delivered to the parties at the addresses provided in this section:

FOR COUNTY:

Frank Abbate, County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, FL 32940

FOR CONTRACTOR:

- A. Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.
- B. Authorized Representatives: The parties agree that in order to facilitate the orderly and efficient implementation of the services contemplated by this Contract, each party shall have the authority to transmit information pertinent to the work covered by this Contract. The parties understand and agree that only the COUNTY has the authority to approve any changes or modifications to this Contract. The CONTRACTOR shall assign (Insert Name of Contractor) as the only CONTRACTOR representative responsible for all matters assigned by the COUNTY under the terms of this Contract.

11. **CONTINUED MANAGEMENT BY THE NAMED PARTIES**

Continuation of this Contract is contingent on continued management by (Insert Name of Contractor). Noncompliance with this provision is grounds for the County to terminate this Contract for default. The County can only agree to substituted management by a written amendment signed by both parties.

12. **INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee or representative of the COUNTY.

13. **FEDERAL TAX ID NUMBER**

The CONTRACTOR shall provide to the County their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

14. **EMPLOYMENT**

The CONTRACTOR shall not engage the services of any person or persons now employed by the COUNTY, including any department, , office, agency, board or commission thereof, to provide services relating to this contract without written consent from the COUNTY.

15. **RIGHT TO AUDIT RECORDS**

A. In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR for a period of five (5) years after termination of the Contract.

B. All records, books, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

16. **PUBLIC RECORDS ACCESS**

A. Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12),

Florida Statutes; the CONTRACTOR shall keep and maintain public records required by the County to perform the services under this Contract.

- B. This Contract may be unilaterally canceled by the COUNTY for refusal by the CONTRACTOR to either provide to the COUNTY upon request or to allow inspection and copying of all public records made or received by the CONTRACTOR in conjunction with this Contract and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If CONTRACTOR meets the definition of "contractor" found in Section 119.0701(1)(a), Florida Statutes [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - 1) Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract for services must be made directly to the COUNTY. If the COUNTY does not possess the requested records, they shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time. If the CONTRACTOR fails to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
 - 2) Upon request from the COUNTY'S custodian of public records, the CONTRACTOR shall provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) The CONTRACTOR shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - 4) Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services under this Contract. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS ERICA KIRLEW at (321) 617-7390, or by email at purchasingservicespr@brevardfl.gov or by mail to 2725 Judge Fran Jamieson Way, Suite 303, Viera, FL 32940

17. PUBLIC ENTITY CRIMES

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

18. UNAUTHORIZED ALIEN WORKERS

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs 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 contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

19. SCRUTINIZED COMPANIES

A. CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the

CONTRACTOR IS placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

- B. If this Contract is for more than one million dollars, the CONTRACTOR certifies that it is 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. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, are found to have submitted a false certification; or if the CONTRACTOR, its affiliates are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with a business operation in Cuba or Syria during the term of this Contract
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- D. As provided in Subsection 287.135(8), Florida Statutes., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

20. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

A. The Contractor:

- 1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
- 2) shall expressly require any subcontractors performing work or providing services pursuant to this 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 term of this Contract; and
- 3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program.

- B. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

21. **FOREIGN INFLUENCE ON CONTRACTS OR GRANTS.**

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, which is incorporated into this Contract.

22. **ATTORNEY'S FEES**

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

23. **GOVERNING LAW**

This Contract shall be governed, interpreted, and construed according to the laws of the State of Florida.

24. **COMPLIANCE WITH STATUTES**

The CONTRACTOR shall be responsible for being aware of and complying with all federal, state, and local laws.

25. **VENUE AND WAIVER OF JURY TRIAL**

Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

26. **ASSIGNMENTS**

CONTRACTOR shall not assign any portion of this Contract without the written permission of the COUNTY.

27. **SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is for any reason held invalid, unconstitutional or unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

28. **CONSTRUCTION OF CONTRACT**

The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

(Signature Page Follows)

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have caused this Contract to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Contract below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

Jason Steele, Chair Date

As approved by the Board on: _____

Reviewed for legal form and content:

Heather Balser,
Assistant County Attorney

CONTRACTOR

[TYPE NAME, POSITION, DATE]