

Meeting Date
January 26, 2016



AGENDA	
Section	Consent
Item No.	II.B.1

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

SUBJECT:	APPROVAL RE: REQUEST FOR PROPOSAL FOR CONSULTANT TO PREPARE THE BREVARD COUNTY HOME CONSORTIUM FY 2016-2020 CONSOLIDATED PLAN (Fiscal Impact: None)
DEPT/OFFICE:	Community Services Group / Housing & Human Services

Requested Action:

It is requested that the Board of County Commissioners approve the issuance of a Request for Proposal to secure a consultant to prepare the 2016-2020 Brevard County HOME Consortium Consolidated Plan; approve the establishment of Selection and Negotiating Committees; and authorize negotiations by the Negotiation Committee. Additionally, it is also requested that the County Manager or his designee be authorized to execute a contract with the selected consultant upon the approval of Risk Management and the County Attorney's office and authorize the chairman to sign necessary contract amendments and modifications.

Summary Explanation & Background:

As required by the U.S. Department of Housing and Urban Development (HUD), every five years the Board of County Commissioners is required to submit a Five Year Consolidated Plan (Plan) in order to receive Federal HOME Investment Partnership Program (HOME) and Community Development Block Grant Program (CDBG) funds. As the lead entity for the HOME Consortium (Cities of Palm Bay, Melbourne, Cocoa, Titusville, and Brevard County), Brevard County is responsible for the preparation and submittal of the Plan. The Plan includes documentation concerning all member agencies' HOME Programs and Brevard County's Community Development Block Grant Program (CDBG).

The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding for the Consortium's HUD approved programs. In prior years, and mirroring other entitlement communities nationwide, Brevard County staff and its Consortium members have utilized a consultant to complete the Plan. The Consultant selected for this task is responsible for utilizing software, created by HUD, for the development and submission of all required sections of the Plan. These include, but are not limited to, the development of a Strategic Plan, a Market Analysis, a Needs Assessment, an Action Plan, an analysis of housing and non-housing community development and social service needs, and the creation of maps, charts, tables and other graphics to depict data gathered from the analysis and citizen input. HUD has authorized the utilization of HOME and CDBG funds to accomplish this task, and the cost will be apportioned to all Consortium members.

As indicated above, to complete the task of securing a qualified consultant, approval is being request for the following Selection and Negotiation Committee as outlined below:

Continued on next page

Clerk to the Board Instructions:

Exhibits Attached: Request for Proposal

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	PR	<input type="checkbox"/>
------------------------------------	-----------------------------	-----	--------------------------	----	-------------------------------------	----	--------------------------

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Venetta Valdengo	Ian Golden, Director (X52007)

Selection Committee: Joan Van Sickle, Central Services or designee; Linda Graham, Housing and Human Services; Lesley Singleton, Housing and Human Services; Ellen Heuser, City of Cocoa; Denise Carter, City of Melbourne.

Negotiation Committee: Joan Van Sickle, Central Services or designee; Linda Graham, Housing and Human Services; Lesley Singleton, Housing and Human Services; Ellen Heuser, City of Cocoa; Denise Carter, City of Melbourne.

Fiscal Impact: FY15-16 – There will be no impact to the General Fund. HOME and CDBG funds are available to cover the cost (Business Area 1472 Cost Center 303052 and 303051).

FY16-17 – There will be no impact to the General Fund.

Contact: Chenita Joiner, Community Development and Resource Manager



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 27, 2016

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item II.B.1., Request for Proposals for a Consultant to Prepare the Brevard County Home Consortium FY 2016-2020 Consolidated Plan

The Board of County Commissioners, in regular session on January 26, 2016, approved the issuance of a Request for Proposal to secure a consultant to prepare the 2016-2020 Brevard County HOME Consortium Consolidated Plan; approved the establishment of Selection and Negotiating Committees consisting of Joan Van Sickle, Central Services, or designee, Linda Graham, Housing and Human Services, Lesley Singleton, Housing and Human Services, Ellen Heuser, City of Cocoa, and Denise Carter, City of Melbourne; authorized negotiations by the Negotiation Committee; authorized the County Manager or his designee to execute a contract with the selected consultant upon the approval of Risk Management and the County Attorney's office; and authorized the Chairman to sign necessary contract amendments and modifications.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Tammy Rowe, Deputy Clerk

/af

- cc: County Manager
- County Attorney
- Risk Management
- Contracts Administration
- Committee Members

SUBMIT PROPOSALS TO:
PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY,
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL. 32940



PROPOSAL INVITATION
Proposal Acknowledgment

PROCUREMENT ANALYST: PHONE (321) 617-7390

AN EQUAL OPPORTUNITY EMPLOYER,
FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

PROPOSAL SPECS. MAY BE PICKED UP AT:
 Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

MAILING DATE:	PROPOSAL TITLE: Consolidated Plan Preparation	PROPOSAL NUMBER	PROPOSAL OPENING DATE & TIME February 29, 2016 - 4:00 p.m.
----------------------	---	------------------------	--

PRE PROPOSAL DATE, TIME AND LOCATION: Mandatory Non-Mandatory
 N/A

PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

PROPOSER NAME/ADDRESS

TELEPHONE NUMBER/TOLL FREE NUMBER:

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.
 If returning as a "no " state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER

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 agree to all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the County of Brevard the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust 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 of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

TYPED NAME

TITLE **DATE**

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 20__.

Personally known:

Or produced identification: Type of ID: _____

Notary Signature _____ State _____

My commission expires : _____
 (AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE:		AMOUNT:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PROPOSAL BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND

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 ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
\$ 1,000,000	V	\$ 25,000,000	IX
\$ 2,500,000	VI	\$ 50,000,000	X
\$ 5,000,000	VII	\$ 75,000,000	XI
\$ 10,000,000	VIII	\$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

THE COUNTY OF BREVARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE

INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A

RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS

1. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.
2. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
3. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.
4. **PROPOSAL TABULATIONS:** Proposal tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
5. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Melbourne, FL 32940, or faxed to the attention of the Purchasing Agent, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Proposer received a copy of such addendum, it being understood that all Proposers are responsible to verify that they have received any such addenda prior to submitting their Proposal.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Proposer represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery

specifications shall be strictly adhered to. The Proposer shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Proposers offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Proposer clearly indicates in his Proposal that he is offering an "equal" product, the Proposer shall be considered as offering the same brand name product referenced in the specifications. If the Proposer proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Proposer. Purchasing Services is not responsible for locating or securing any information which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Proposer shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Proposer proposes to furnish and what the County would be binding itself to purchase by making an award.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful Proposer agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Proposer acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The Proposer, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the Proposal list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this Proposal.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards.

Brevard County reserves the right to cancel an awarded Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

23. **Unless otherwise noted in the Proposal document, vendors shall submit one Proposal only.**

24. **DEFINITIONS:**

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

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

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

USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the proposer or its subcontractors' past performance for the Board, and any other information required by Board policies.

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

DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the County Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Proposers are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real

property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.

- 31. LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
- 32. ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
- 33. CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
- 34. INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to Brevard County.
- 35. MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
- 36. SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
- 37. VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
- 38. FAX:** Proposals which are received by FAX are not acceptable and will be rejected
- 39. LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
- 40. ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
- 41. OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the County, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
- 42. CONTRACT TERMINATION:** The contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

- 43. SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
- 44. PROPOSER RESPONSIBILITIES:** A proposer, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the proposer shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ Proposal.
- 45. SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager. The proposer shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the proposer, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
- 46. MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the proposer and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
- 47. GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
- 48. MONITORING OF WORK:** The proposer shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Proposer shall designate, in writing, a person to serve as liaison between the proposer and the County.
- 49. PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Proposers may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
- 50. RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
- 51. UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept Proposals from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.
- 52. FLORIDA PUBLIC RECORDS LAW:**
Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under

Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the proposer's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number 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 Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

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

53. LOCAL PREFERENCE:

The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County and the State of Florida will be given preference through the current procedures established by the resolution as amended. It is understood that the submission of a Local Vendor Affidavit of Eligibility to Brevard County Purchasing Services with the proposal is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the RFP specified. The proposer assumes sole responsibility for the correctness of the Local Vendor Affidavit of Eligibility submitted. The proposer also understands that failure to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the awarded of contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on Purchasing Services website: <http://www.brevardcounty.us/CentralServices/Purchasing>.

54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:

In accordance with Florida Statute 287.082, whenever two or more competitive sealed Proposals are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received Proposals are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

55. COUNTY SEAL:

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

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

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

57. VENDOR COMPLAINTS AND DISPUTES:

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

I. Posting of Award Notices

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

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

II. Proceedings

- A. Any Bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
- B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effect and the relief sought.
- C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the Proposal protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.
- D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. Stay of Procurements During Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

Request for Proposal
Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE

<u>CONTENTS</u>	<u>Page Number</u>
Proposal Schedule	10
Consolidated Plan Preparation	11
Scope of Services and Specifications	13
Proposal Format	14
Cost Schedule	16
Scoring Guidelines	17
Insurance and Indemnification Requirements	19
Attachments:	
Exhibit A – Proposer Checklist	
Exhibit B – Reference Form	
Exhibit C – Compliance Sheet	
Exhibit D – Public Entity Crime Affidavit	
Exhibit E – Sworn Statement on Public Entity Crimes	
Exhibit F – Certification of Conflict of Interest	
Exhibit G – Confirmation of Acceptance	
Exhibit H – Certification Regarding Debarment and Suspension	
Exhibit I – Statement of No Bid	

**Request for Proposal
Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

PROPOSAL SCHEDULE

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

IDENTIFICATION DATE	ACTION
January 28, 2015	Release and advertisement of Request for Proposal
N/A	Pre-proposal Conference
February 18, 2016	Deadline for Questions
February 29, 2016	Proposal Due Date
March 3, 2016	Selection Committee Meeting
March 9, 2016	Selection Committee Award
March 11, 2016	Contract Issuance
March 18, 2016	Contract Execution – Board Chair

**Request for Proposal
Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

1. **Introduction/Purpose**

The purpose of this Request for Proposal (RFP) is to select qualified firms or individuals to provide technical assistance for the preparation, submittal and follow-up support (if necessary) for the 2016-2020 Consolidated Plan, pursuant to the May 2012 HUD Office of Community Planning and Development for eCon Planning Suite. The main objective of this proposal is to ensure that the HOME Consortium Members, which include Brevard County and the cities of Titusville, Cocoa, Melbourne and Palm Bay receives a quality product that meets their business needs at a reasonable cost. Brevard County ("County") is lead agency for the HOME Consortium.

2. **Contract Period**

Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC a firm to provide to the County the services required under this RFP.

3. **Proposal Submittal**

One (1) original proposal and four (4) duplicate proposals (five (5) total proposals) must be returned no later than 3:30 p.m. local time 2016. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and three copies on paper. Sealed proposals must be clearly marked as follows:

"RFP # P-X-XX-XX, Consolidated Plan Preparation" 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 9:00 a.m. local time 2016, at which time, the names of the firms submitting proposals will be read. No details or the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (*3rd*) floor at the above address. **Vendors 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 Vendor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the RFP closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. **Pre-proposal Meeting Date and Time**

Not required for this RFP

5. **Information or Clarification**

- a. For information concerning procedures for responding to this proposal, contact April Chapman, Purchasing Services at 321-617-7390, or fax 321-617-7391; email April.Chapman@brevardcounty.us. 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 faxed to the attention of April Chapman at 321-617-7391. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Services Representative in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

- b. If an addendum is sent to potential proposers, it will be mailed, faxed or emailed according to the information Purchasing Services has on file for the proposers. To make sure you receive any addenda to the proposal request, please make sure Purchasing Services has the full name of your organization, complete address, name of individual that addenda should be directed to, and that individual's telephone and fax number, and email.
- c. Interviews may be conducted. The County may request Proposers send representative for interview(s). Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. The Selection Committee will make recommendations to the Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected vendor."
- d. The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.
- e. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Proposers, to reject any and all responses in whole or in part, with or without cause, and to accept any responses which, the County's judgment, will be in the County's best interest.
- f. Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawals of any proposal will not prejudice the right of the Proposer to submit a new or amended Proposal, as long as the County receives the proposal by the deadline as provided herein.
- g. To be responsive, proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, signed and acknowledged by the Proposer.

6. Right to Submitting Material

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

7. Contract Negotiation

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

8. Local Preference

Due to the County receiving federal funding, local preference will NOT be applicable in determination of proposal award recommendations.

9. Award

The County is not bound to accept a proposal on the basis of price alone. The County further reserves the sole discretion and right to cancel this RFP and reject any and all proposals, to waive any or all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if deemed to be in the County's best interest.

Request for Proposal
Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE

SCOPE OF SERVICES

1. Background

The purpose of this Request for Proposal (RFP) is to select qualified firms or individuals to develop and submit its Five (5) Year Consolidated Plan covering period October 1, 2016 through September 30, 2021. The main objective of this proposal is to ensure that the HOME Consortium Members, which include the cities of Titusville, Cocoa, Melbourne and Palm Bay receive a quality product that meets their business needs at a reasonable cost. Brevard County ("County") is lead agency for the HOME Consortium.

2. Term

The term of this agreement shall begin upon contract execution up to one (1) year and/or until completion and finalization of HUD approval of the 2016-2020 Consolidated Plan.

3. Proposer Role and Conditions

The Proposer shall demonstrate capability to perform all services related to the development, preparation, submission and follow-up (if necessary) in the submission of the Five Year Consolidated Plan. The Proposer will be required to describe tasks necessary to successfully carry out the completion of the Five Year Consolidated Plan as outlined in and due to HUD including, but not limited to the following:

- a. Assist staff by preparing the Five (5) Consolidated Plan using the Consolidated Plan template in IDIS OnLine and the eCon Suite tool.
- b. Assist with the submission of the Consolidated Plan and accompanying documents through IDIS. Including but not limited to Executive Summary, Needs Assessment, Market Analysis, Strategic Plan and First Year Action Plan.
- c. Proposer shall provide concise summary of Brevard County's estimated housing needs projected for the ensuing five (5) year period. Housing data included in the Consolidated Plan shall be based on U.S. census data, as provided by HUD, as updated by any properly conducted local study or any other reliable source that the County clearly identifies, and should reflect the consultation with social service agencies and other entities conducted in accordance with federal regulations and the citizen participation process conducted.
- d. Proposer shall develop maps, charts, tables and other graphics.
- e. Proposer shall provide analysis, guidance and support for housing, homeless and non-housing community development needs.
- f. Proposer shall provide support for the collection of required data from Consortium partners and other sources.
- g. Assist with the unified Citizen Participation Plan and proposed public meetings for the HOME Consortium. There will be two (2) required public hearings to attend.
- h. Assist with the development of a layering policy for use of funds by the HOME Consortium.
- i. Assist with the development of a monitoring process for HOME Consortium.
- j. Meet with representatives of the HOME Consortium, as assigned, at least once per week in a manner mutually acceptable.
- k. Proposer shall provide, in a timely manner, a list of all labor, data, materials, equipment and incidentals necessary to perform services applicable to the HOME Consortium in the creation of the Five Year Consolidated Plan.

**Request for Proposal
Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

PROPOSAL FORMAT

Proposals shall include all of the information solicited in this RFP, plus any additional data, prints or literature that the Proposer deems pertinent to the understanding and evaluation of the proposal which shall not exceed 30 pages. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include the following at minimum:

1. Table of Contents - the table of contents should outline in sequential order the major areas of the proposal.
2. Letter of Administrative Introduction
 - i. Executive summary (not to exceed three pages) of the information contained in all other parts of the proposal.
 - ii. Address how HOME Consortium would be used to assist and an estimate of staff hours.
 - iii. Outline a work plan and related time schedule for each significant segment of work.
 - iv. Name, address, phone number, facsimile, e-mail address and any other form of contact for the Proposer. Include name of key contacts with an organization.
3. Organization Profile – a description of the business organization (i.e. corporation, partnership, joint venture, etc.) of the Proposer. If Proposer is utilizing a sub-contractor (out-sourcing) any item and/or service, they MUST indicate in this section. Awarded Proposer is responsible for all aspects of sub-contracted work including finished item's quality, cleaning, delivery, etc. meeting the required specifications as outlined in the proposal. Outline the ownership and its organization structure. Include the following:
 - i. Name, phone number and business address of all Principals of the Proposer. "Principals" means persons possessing an ownership interest in the Proposer. If the Proposer is a corporation, "Principal" shall include each investor who has any operations control over Proposer and every stockholder having an ownership interest of 10% or more in the firm.
 - ii. If the Proposer is partially owned or fully owned subsidiary of another firm, a partnership or joint venture identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Proposer submitting a Proposal. Describe the approval process.
 - iii. Include a statement of compliance with all applicable affirmative action (or similar) requirements with respect to business activities, together with evidence of such compliance.
 - iv. The number of years Proposer has been in business under the present name and current management.
 - v. List all immediate relatives of Principal(s) of Proposer who are Brevard County employees or elected officials of any member of the HOME Consortium (Brevard County, Titusville, Cocoa, Melbourne and Palm Bay).
 - vi. State if the business is licensed, permitted and/or certificated to do business and attach copies of all such licenses issued to the business entity.
4. Qualifications and Experience
 - i. Provide a detailed description of previous experience in preparing Consolidated Plans, especially eCon Planning Suite preparation.
 - ii. Include description of overall experience in providing the type of services sought in this RFP for the project manager, if applicable and any key personnel, if applicable.

5. Technical Expertise

- i. Briefly discuss Proposer's previous or current municipal/government clients during the last five (5) years. Include name, address, phone, fax, e-mail contact information.
- ii. Include a description of education and training, certificates and licenses, professional background, etc. relevant to this RFP.
- iii. If submitting a resume, only include project experience relevant to the scope of work outlined in this RFP.
- iv. Note any judgments within the last three (3) years in which the Proposer has been adjudicated liable for professional malpractice. Please explain.
- v. Provide documentation and explanation of any bankruptcy or reorganization proceedings in the last 10 years.
- vi. Proposer shall submit as a part of the proposal package, a minimum of three (3) business references with name of the business, address, contact person, telephone number, fax number and email address that have utilized the services being proposed to the County.
****Note: A contact person shall be someone who has personal knowledge of the proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements. Do not include confidential clients.*

6. Applicable Resources

Describe the resources available to carry-out and complete this RFP such as: financial resources, access to data sources, additional trained staff with expertise to expedite the process, etc.

7. Proposal Checklist (Required Proposal Forms)

- a. Signed/Notarized Request for Proposal Acknowledgement
- b. Signed Acknowledgement of Evaluation Criteria
- c. Completed Compliance Sheet
- d. Completed/Signed Attachments A-I

**Request for Proposal
Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

COST SCHEDULE

The undersigned, as individual/firm, declares that s/he has examined the scope of services for work and contractual conformance to the qualifications of the RFP and relevance to work to be performed. The cost schedule shall be submitted with the proposal and included in the Section 6: Applicable Resources.

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

Lump Sum Pricing, if applicable:

\$ _____.

Proposed Pricing:

Item Description/Accomplishment	Completion	Percentage
Contract execution; approved Timeline; approved meeting schedule	Phase I	10%
Draft of Strategic Plan; draft Market Analysis; Draft Needs Assessment	Phase II	40%
Final Strategic Plan; Market Analysis; Needs Assessment; Maps	Phase III	40%
Final Consolidated Plan	Phase IV	10%
TOTAL PRICE		

PROMPT PAYMENT DISCOUNT

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

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

Do you accept ACH Payments? ____ Yes / ____ No

ADDENDUM ACKNOWLEDGMENT:

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

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

PROPOSER/VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

SCORING GUIDELINES

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified staff and HOME Consortium members. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. The Selection Committee, at its sole discretion, may determine a short list of the most qualified Proposers based upon the consolidated ranking for further considerations. Presentations may be requested from the finalists to give a brief, formal presentation to the Selection Committee. If so, the Selection Committee will re-rank the short list. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC a qualified Proposer to provide the services required under this RFP.

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

- | | |
|----------------------------------|----------------------|
| 1. Qualifications and Experience | (35 possible points) |
| 2. Technical Expertise | (30 possible points) |
| 3. Cost Schedule | (15 possible points) |
| 4. Proposed Project Plan | (10 possible points) |
| 5. Applicable Resources | (10 possible points) |

100 TOTAL POINTS AVAILABLE

Award of this service contract will be based on the selection criteria stated above. Based on the response to this RFP, the Selection Committee will select and/or recommend for award a qualified Proposer. The Selection Committee shall be comprised of members of the Consortium and Brevard County .

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.

PROPOSER/VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL: _____

Scoring Guidelines

	<u>35 Point Question</u>	<u>30 Point Question</u>	<u>15 Point Question</u>	<u>10 Point Question</u>
Outstanding	31-35	26-30	12-15	8-10
Exceeds Acceptable	26-30	21-25	8-11	5-7
Acceptable	21-25	16-20	4-7	2-4
Marginal	1-20	1-8	1-3	1

- | | <u>Maximum Points</u> | <u>Score</u> |
|---|-----------------------|--------------|
| 1. Qualifications and Experience
Consider previous experience and qualifications of listed personnel (project manager and key personnel) that could be assigned to provide services. Consider resume, overview, licenses/certifications, background and descriptions of experience in preparation of Consolidated Plan. | 35 | _____ |
| 2. Technical Expertise
Demonstrate a thorough knowledge of federal regulations and requirements for preparation and submission of the Consolidated Plan and all required attachments. Demonstrate experience with similar projects, including governmental and/or Consortium or closely related to the services requested in this RFP. Consider three (3) references listed in the proposal. Consideration should be placed on projects completed within the previous five (5) years. Consider any bankruptcy, reorganization or judgments and disclosed explanation(s). | 30 | _____ |
| 3. Cost Schedule
Proposal shall include all expenses required to deliver completed project. Clearly specify costs, including but not limited to: deliverables, rates for principals and key personnel, reasonableness and feasibility of proposed cost. | 15 | _____ |
| 4. Proposed Project Plan
Reasonable and acceptable timeline for completion of deliverables. | 10 | _____ |
| 5. Applicable Resources
Resources available are reasonable and acceptable to carryout and complete the scope of work outlined in the RFP. | 10 | _____ |

TOTAL POINTS _____

RANKING _____

Ranked By: _____ /Date _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INSURANCE AND INDEMNIFICATION REQUIREMENTS**

INDEMNIFICATION

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

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

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

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain the insurances listed below, 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 policy limits required are to be considered minimum amounts.

- i. General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.
- ii. 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.
- iii. Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.
- iv. In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.
- v. In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
- vi. In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit A
Proposer Checklist**

The items indicated are required for submission with your proposal. Failure to submit any items, forms or attachments 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.

	<u>Attached</u>	
	Yes	No
One (1) original and three (3) copies of proposal, CD Copy	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Signed/Notarized Proposal Invitation (page 1) • Signed Cost Schedule • Signed Evaluation, Selection and Score Process 		
Required Submittal Format	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Table of Contents • Letter of Administrative Introduction • Organization Profile • Qualifications and Experience • Technical Expertise • Applicable Resources 		
Exhibits		
Exhibit A – Proposer Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit B- Reference Form	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit C – Compliance Sheet	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit D –Public Entity Crime Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit E –Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit F – Certification of Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit G – Certification of Acceptance	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit H – Certification Regarding Debarment/Suspension	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit I – Statement of No Bid	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSER/VENDOR NAME _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit B
Reference Form**

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements. Do not list confidential customers.

1. Business/Organization _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____
Fax _____ Email _____
Project Size: _____

2. Business/Organization _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____
Fax _____ Email _____
Project Size: _____

3. Business/Organization _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____
Fax _____ Email _____
Project Size: _____

VENDOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
PHONE # _____ FAX# _____ DATE _____

Has any customers/organizations ended your services early, terminated a contract or given your company a negative evaluation or reference in the last ten (10) years. If so, please give customer/organization name, contact person, address, telephone number and date service(s) were performed. If none, please draw a line through this form.

1. Business/Organization _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____
Fax _____ Email _____
Project Size: _____

2. Business/Organization _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____
Fax _____ Email _____
Project Size: _____

3. Business/Organization _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____

Telephone Number: _____
Fax _____ Email _____
Project Size: _____

VENDOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
PHONE # _____ FAX# _____ DATE _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit C
Compliance Sheet**

The Proposer shall comply or take exception to all elements of the specifications. All exceptions to specifications must be addressed and clearly spelled out. Any applicable literature or information supporting the exception must be supplied. Please check appropriate box and indicate any exceptions.

Specification Description	DEVIATIONS / NOTATIONS	COMPLIANCE	
		YES	NO

PROPOSER/VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL: _____

WEBSITE: _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit D
Public Entity Crime Affidavit**

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VENDOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit E
Sworn Statement on Public Entity Crimes**

SWORN STATEMENT UNDER SECTION 287.133(3) (a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

State of _____
County of _____

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

1. The business address of _____ (name of respondent or contractor) is _____.
2. My relationship to _____ (name of respondent or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president, etc.).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

(Draw a line through number 6 if number 7 applies)

6. Neither the respondent or contractor nor any officer, director, executive, partner, shareholder, employee, member of agent who is active in the management of the respondent or contractor nor any affiliate of the respondent or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
7. There has been a conviction of a public entity crime by the respondent or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the respondent or contractor who is active in

the management of the respondent or contractor or an affiliate of the respondent or contractor. A determination has been made pursuant to Section 287.133(3) by order of Division of Administrative Hearings that is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this Statement (with a line through paragraph number 6 if paragraph number 7 applies).

Sworn to and subscribed before me in the State and County first mentioned above on the _____ day of _____ 2016.

Affix Seal

Notary Public: _____

My commission expires _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit F
Certification of Conflict of Interest**

Applicant must execute either Section I or Section II relative to Florida Statue 112.313(12). Failure to execute the appropriate section may result in rejection of this proposal.

Section I

I hereby certify that no official or employee of the Brevard County Board of County Commissioners, City of Titusville, City of Cocoa, City of Melbourne or City of Palm Bay (hereinafter referred to as the HOME Consortium) requiring the goods for services described in these specifications has a material financial interest in this company.

Signature

Company

Name of Official

Business Address

Section II

I hereby certify that the following named HOME Consortium official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the Brevard County Housing and Human Services Department, prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Printed Name of Cert Official

Business Address

Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE

Exhibit G
Confirmation of Acceptance

(To be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

State of _____
County of _____

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

I understand that by submission of a response to this RFP I am making the following acknowledgments/certifications:

- a. My firm/organization/joint venture consents that proposals will not be accepted from any company, firm, person, or party, parent or subsidiary, against which the County has an outstanding claim, or a financial dispute relating to prior contract performance with the County. At any time the County discovers such a dispute during any point of evaluation, the proposal will not be considered further.
- b. Through a statement of disclosure, my firm/organization/joint venture will provide sufficient detail of any relationship, especially financial, between members of your firm and any County employees or their family members. This will allow the County to evaluate possible conflicts of interest. The County will determine whether the extent of any conflict of interest will disqualify the applicant.
- c. My firm/organization/joint venture consents that its proposal will remain valid for a period of not less than ninety (90) days from the due date of proposals.
- d. Regarding information furnished by the applicant herewith, and as may be provided subsequently (including information presented at interview, if a finalist):
 1. All information of a factual nature is certified to be true and accurate.
 2. All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the applicant if awarded the contract.

- e. It is acknowledged that:
1. If any information provided by the applicant is found to be, in the opinion of the Selection Committee or Board of County Commissioners, substantially unreliable, this proposal may be rejected.
 2. The Selection Committee may reject all applicants and may stop the selection process at any time.
 3. It is understood that this proposal must be received at the Brevard County Purchasing Department, 2725 Judge Fran Jamieson Way, Building C, 3rd Floor, Suite C303, Viera, Florida 32940 no later than 3:30 p.m. on 2015.
 4. The applicant has not been convicted of a public entity crime within the past 36 months, as set forth in Section 287.133, Florida Statutes.

Sworn to and subscribed before me in the State and County first mentioned above on the _____ day of _____ 2016.

Affix Seal

Notary Public: _____
My commission expires _____

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit H
Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Signature

Company Name

Printed Name of Official

Business Address

**Consolidated Plan Preparation
PROJECT NUMBER PROVIDED HERE**

**Exhibit I
Statement of No Bid**

NOTE: If you do not intend to bid on this requirement, please return this form to:

April Chapman
Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Building C, Suite 303
Viera, FL 32940

321-617-7391 Facsimile or April.Chapman@BrevardCounty.Us

We the undersigned, have declined to propose on your Proposal No. P-X-XX-XX for the following reasons:

_____ Specifications too "tight", i.e. geared toward one brand or Manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Propose.

_____ We do not offer this product or equivalent.

_____ Our product schedule would not permit us to perform.

_____ Specifications unclear (explain below).

_____ Other (specify below).

_____ Remove our company from bid list.

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT

COMPANY NAME _____
COMPANY ADDRESS _____
COMPANY OFFICER _____
TELEPHONE NUMBER _____

Comments: _____
