



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.14.

8/4/2020

---

### Subject:

Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2020/2021) and/or Negotiate Competitive Agreements

### Fiscal Impact:

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blanket purchase orders.

### Dept/Office:

Central Services/Purchasing Services

### Requested Action:

It is requested that the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2020/2021.

- Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest responsive, responsible and most qualified vendor.
- Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer(s).
- Exercise renewal options upon evaluation of supplier performance and recommendation from user departments/offices. This establishes that continuance of the contract is favorable prior to renewal of the agreement.
- Authorize the Commission Chair to execute all contracts and contract related documents that exceed \$100,000.00 in total aggregate value, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

### Summary Explanation and Background:

The use of term agreements is one of the methods utilized by the Purchasing Department to implement strategic sourcing and take advantage of economies of scale. Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and request for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely usec 198

items and services and will eliminate an estimated several thousand individual purchase order transactions. Also, to expedite the award process, the Assistant County Managers currently have Board authorization to solicit, award and execute contracts up to \$50,000 and County Manager up to \$100,000. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals; and Purchasing and user agency staff members for determining responsive and responsible bids.

The competitive procurement method (competitive bid versus competitive proposal) will be determined by the individual service or commodity requirement.

Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes §287.055, "Consultants' Competitive Negotiation Act". Florida Statute §287.055 allows the County to enter into continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, if the professional services under the contract do not exceed \$500,000. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements/discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation and vendor performance. The using agencies and the Purchasing Manager or designee will document recommendations of exercising renewal options in the official bid or proposal files.

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blanket purchase orders.

### **Clerk to the Board Instructions:**

None



August 5, 2020

**MEMORANDUM**

**TO:** Steven Darling, Central Services Director

**RE:** Item F.14., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY2020/2021) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 4, 2020, granted Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2020/2021: Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest responsive, responsible and most qualified vendor; solicit competitive proposals and Requests for Qualifications, establish selection and negotiation committees approved by the County Manager (or designee), and award contracts and/or open purchase orders with the highest ranked proposer(s); exercise renewal options upon evaluation of supplier performance and recommendation from user departments/offices, establishing that continuance of the contract is favorable prior to renewal of the agreement; and authorize the Chair to execute all contracts and contract related documents that exceed \$100,000 in total aggregate value, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services. Enclosed is the list of commodities.

Your continued cooperation is greatly appreciated.

Sincerely yours,

**BOARD OF COUNTY COMMISSIONERS**  
**SCOTT ELLIS, CLERK**

*Donna Scott*  
Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

**cc:** County Manager  
Purchasing Services  
Risk Management  
County Attorney  
Budget  
Finance

**ANNUAL BID/QUOTE/PROPOSAL LIST**  
**FY 2020/2021**  
**- Over \$100,000 Annually -**

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	\$240,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000.00
Asphaltic Concrete	Up to 5 years	\$4,300,000.00
Automotive Parts	Up to 5 years	\$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	\$1,000,000.00
Cold in Place Recycling	Up to 5 years	\$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	\$100,000.00
Concrete Pipe	Up to 5 years	\$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	\$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	\$550,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	Dependent on plan participants
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	Dependent on plan participants
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000.00
Electronics Waste Recycling Services	Up to 5 years	\$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000.00
EMS Billing Services	Up to 5 years	\$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
Fire Rescue Equipment	Up to 5 years	\$150,000.00
Floor Cleaning - Countywide	Up to 5 years	\$170,000.00
Full Depth Reclamation	Up to 5 years	\$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$380,000.00
HVAC & Ice Machine Services	Up to 5 years	\$200,000.00
HVAC for Maintenance	Up to 5 years	\$1,400,000.00
Inlets, Manholes, & Grates	Up to 5 years	\$485,000.00
Janitorial Services - County Wide	Up to 5 years	\$465,000.00
Janitorial Supplies	Up to 5 years	\$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	\$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	\$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	\$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$150,000.00
Marketing Services for SCAT	Up to 5 years	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	\$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$1,500,000.00
Office Supplies	Up to 5 years	\$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Plumbing Services	Up to 5 years	\$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$180,000.00
Radio System (800 MHz) Maintenance Contract	Up to 5 years	\$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$160,000.00

**ANNUAL BID/QUOTE/PROPOSAL LIST  
FY 2020/2021  
- Over \$100,000 Annually -**

<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
Road Construction Materials	Up to 5 years	\$4,000,000.00
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$180,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	\$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$200,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$175,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices	Up to 5 years	\$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	\$335,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$250,000.00
Transportation of Dead Bodies	Up to 6 years	\$180,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$170,000.00
Trucking Services	Up to 5 years	\$130,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	\$110,000.00



BOARD OF COUNTY COMMISSIONERS


**Solid Waste Management Department**


2725 Judge Fran Jamieson Way  
Building A, Room 118  
Viera, Florida 32940


**Inter-Office Memo**


February 11, 2021

To: Rita Pritchett, Chair

Through: Frank Abbate, County Manager 

Through: John P. Denninghoff, Assistant County Manager 

Through: Euripides Rodriguez, Director Solid Waste Management Department 

From: Joseph Hacker, Contract Administrator 

Re: Neel-Schaffer Contract for Engineering and Consulting Services, Solid Waste Management Department

Please find attached for your signature a Solid Waste Management Department Contract for Engineering and Consulting Services with Neel-Schaffer, Inc. The BOCC granted Purchasing Services approval to procure these services on August 4, 2020. The County selection committee voted to accept the Neel-Schaffer proposal on February 3, 2021. Funding is budgeted in the Solid Waste Management Department, as approved by the BOCC September 8, 2020.

This is a 5-year contract that includes professional services to be assigned to the Consultant as the County requires. Such services may include:

- Work associated with the permitting of the County's solid waste management facilities and operations
- Operation and maintenance of existing facilities
- Improvements and expansion of the solid waste management program
- Implementation of the current Solid Waste Five Year Capital Improvement Plan (CIP)

County Risk Management and the County Attorney Office have reviewed and approved the Contract.

If additional information is needed, please contact Director Euripides Rodriguez at 321-633-2042.

Attachments: Contract for Engineering and Consulting Services  
AO-29 Contract Review and Approval Form  
August 4, 2020 BOCC Item F.14. Memorandum  
September 8, 2020 BOCC Item D.9. Memorandum  
FY 2020/2021 Annual Bid/Quote/Proposal List Over \$100,000 Annually

**BREVARD** *County*  
BOARD OF COUNTY COMMISSIONERS

**FLORIDA'S SPACE COAST**

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

Telephone: (321) 837-2001

Fax: (321) 264-8972

Kimberly.Powell@brevardclerk.us



September 9, 2020

**MEMORANDUM**

**TO:** Jill Hayes, Budget Office Director

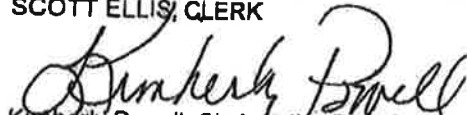
**RE:** Item D.9., Resolution Adopting Budgets for FY 2020-2021 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 8, 2020, adopted Resolution No. 20-103, adopting the budgets of Solid Waste Management Department, Stormwater Utility, Fire Rescue Operations Assessment, and Melbourne-Tillman Water Control District. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

**cc:** County Manager  
Tax Collector  
Finance

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Neel-Schaffer		2. Amount: TBD	
3. Fund/Account #: 4013 / 352150		4. Department Name: Solid Waste	
5. Contract Description: 5-Year Engineering Services Contract			
6. Contract Monitor: Joseph Hacker		8. Contract Type:	
7. Dept/Office Director: Euripides Rodriguez		CONSULTANT	
9. Type of Procurement: Request for Qualifications (RFQ)			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE
	YES	NO	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas Mulligan <small>Digitally signed by Thomas Mulligan Date: 2021.01.21 09:21:08 -0500</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.01.21 09:21:08 -0500</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 1/25/2021

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input checked="" type="checkbox"/>
Department	<input checked="" type="checkbox"/>
Program	<input checked="" type="checkbox"/>
Contact Name	<input checked="" type="checkbox"/>
Cost Center, Fund, and G/L Account	<input checked="" type="checkbox"/>
Vendor Information (SAP Vendor #)	<input checked="" type="checkbox"/>
Contract Status, Title, Type, and Amount	<input checked="" type="checkbox"/>
Storage Location (SAP)	<input checked="" type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input checked="" type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input checked="" type="checkbox"/>
Material Group	<input checked="" type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input checked="" type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input checked="" type="checkbox"/>



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: RC Tech		2. Amount: \$17,190/mo
3. Fund/Account #: 1070/5340180	4. Department Name: Library Services	
5. Contract Description: Post/Courier Services for Libraries		
6. Contract Monitor: Karen DiNatale	8. Contract Type:  TERM CONTRACT	
7. Dept/Office Director: Wendi Jo Bost		
9. Type of Procurement: Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wendi Bost <small>Digitally signed by Wendi Bost Date: 2022.02.22 14:41:29 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2022.03.15 08:42:55 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2022.03.16 16:02:33 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2022.03.21 11:35:57 -04'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32761-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

August 5, 2020

**MEMORANDUM**

**TO:** Steven Darling, Central Services Director

**RE:** Item F.14., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY2020/2021) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 4, 2020, granted Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2020/2021: Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest responsive, responsible and most qualified vendor; solicit competitive proposals and Requests for Qualifications, establish selection and negotiation committees approved by the County Manager (or designee), and award contracts and/or open purchase orders with the highest ranked proposer(s); exercise renewal options upon evaluation of supplier performance and recommendation from user departments/offices, establishing that continuance of the contract is favorable prior to renewal of the agreement; and authorize the Chair to execute all contracts and contract related documents that exceed \$100,000 in total aggregate value, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services. Enclosed is the list of commodities.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Donna Scott*  
for: Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: County Manager  
Purchasing Services  
Risk Management  
County Attorney  
Budget  
Finance

## COURIER CONTRACT

**THIS CONTRACT** is made the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and RC Tech, Inc. a corporation authorized to do business in the State of Florida with an address of 7359 Crepe Myrtle Court, Cocoa, FL 32927-3443 (hereinafter the "Contractor").

**WHEREAS**, the County issued a bid to solicit parties interested in providing outgoing U.S. mail services on behalf of the County; and

**WHEREAS**, the selected Contractor is the low, responsive, and responsible bidder and the provision of such services shall mutually benefit the Parties hereto and the residents of Brevard County, Florida.

**NOW, THEREFORE**, in consideration of the covenants and promises herein contained, it is mutually agreed between the Parties as follows:

- A. **SCOPE OF WORK**: The Contractor shall provide all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work specified in the Scope of Services (Attachment A – Brevard County's "Invitation to Bid").
- B. **TERM**: The term of this Contract shall begin June 22, 2021 and continue through June 21, 2022. This Contract may be renewed in writing upon mutual agreement of the Parties for up to four (4) additional one (1) year periods, with the option to negotiate pricing. The Parties agree that the Contractor may increase its rates for said services by no more than the annual increase in the consumer price index adopted by the County for each year in which the Contract is extended.
- C. **PAYMENTS**: Contractor shall provide the County with monthly invoices for services rendered in compliance with the Price Sheet, Attachment B. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
- D. **INDEMNIFICATION**: The Contractor shall indemnify and hold harmless the County, its employees, officers, and agents, from any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its employees, officers, or agents, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this Section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, under workers' compensation acts, or other related policies of insurance. Contractor acknowledges adequate consideration for this Contract.

The Parties acknowledge specific consideration has been exchanged for this provision. The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

- E. MODIFICATIONS TO CONTRACT:** This Contract, together with any attachments, task assignments and schedules, constitutes the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings.

The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause upon written notice to the Contractor, and if such right is exercised by the County, the total fee shall be reduced on 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 and the Contractor upon completion of such portion.

- F. INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury, Property Damage, Personal Injury and Advertising Injury.
- b. **Auto Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage.
- c. **Workers' Compensation and Employers Liability Insurance:** Providing coverage for all employees of the Contractor and subcontractors, with limits of insurance consistent with those required by state statute, including Employers Liability limits of \$100,000.
- d. **Employee Dishonesty Insurance:** Coverage listing Brevard County as an additional insured to protect and insure against losses of valuable papers, money, and securities carried by employees of the Contractor, with limit not less than \$1,000,000.00
- e. **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 General Liability Policy 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 who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

- G. **ATTORNEY'S FEES/NONJURY TRIAL:** 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. ANY TRIAL TO ENFORCE OR INTERPRET THE TERMS OF THIS CONTRACT SHALL BE NON-JURY.

- H. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the ordinances of Brevard County and of the State of Florida. Any action brought to enforce the terms or litigate the terms of this Contract shall be brought in a court of competent jurisdiction in and for Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.

- I. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, county, state, and federal agencies as applicable.

The 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. Contractor shall be required to provide proof of license and/or certification within five (5) business days following the execution of the Contract and shall submit copies of license/certifications to the Contract Administrator.

- J. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the prior written consent of the County.

- K. **TERMINATION FOR CONVENIENCE:** The County reserves the right to terminate this Contract for its own convenience by giving written notice, by regular mail, to the Contractor thirty (30) days prior to the effective date of such termination. In the event of termination for convenience, the County shall pay for work performed up to the effective date of termination.

- L. **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 nor construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

- M. **PUBLIC RECORDS LAW AND AUDIT REQUIREMENTS:** In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida, including, but not limited to, Chapter 119, Florida Statutes). The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of five (5) years

from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this contract are public records, unless exempt or confidential under State or Federal law, and Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open to inspection by the Owner, Owner's representative, and members of the public during regular business hours. The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of this Section, shall result in the County taking enforcement action against the Contractor, including as damages, the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) time expended to obtain compliance with this Section, litigation filing fees and attorney's fees.

**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 CUSTODIAN OF PUBLIC RECORDS, GERLADINE PRIETH AT (321) 633-1801,**

- N. **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.

O. **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 Contractor during the term of this 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.

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.

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.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

P. **SCRUTINIZED COMPANIES**

- a. The Contractor certifies that it and its subcontractors are 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 or its subcontractors are found to have submitted a false certification; or if the Contractor or its subcontractors are placed on the Scrutinized Companies

that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

- b. If this Contract is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
  - c. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors 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 business operations in Cuba or Syria during the term of the Contract.
  - d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.
  - e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.
- Q. **NO COPYRIGHT:** No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.
- R. **PUBLIC ENTITY CRIMES:** The Contractor, by executing this Contract, acknowledges Public Entity Crimes Affidavit in accordance with F.S.287.133 (3) (a).
- S. **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.
- T. **COMPLIANCE WITH LAWS:** The Contractor warrants that it will comply with all local, State and federal laws and regulations applicable to the performance of duties under this Contract.
- U. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Contract without written consent from the County.
- V. **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 contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

- W. **EQUAL OPPORTUNITY EMPLOYMENT:** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this CONTRACT because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- X. **CONSTRUCTION OF CONTRACT:** The parties hereby acknowledge that they have fully reviewed this Contract, its attachments and have 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.
- Y. **NOTICE:** Notice under this Contract shall be given to the Brevard County Library Services Department, 308 Forrest Ave., Cocoa, FL 32922. Notice shall be given to the Contractor by mailing written notice.
- Z. **SEVERABILITY:** If a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.


**[Remainder of page intentionally left blank. Signatures to follow.]**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date last written below by the person who has been fully authorized by all required action to sign on behalf of and to bind their respective Party to the obligations stated herein. This Contract may be executed in counterparts all of which, when taken together, shall constitute one and the same Contract

ATTEST:

  
Rachel Sadoff, Clerk


Board of County Commissioners  
of Brevard County, Florida

  
Rita Pritchett, Chair

Reviewed for legal form and content  
for Brevard County, Florida

  
Alex Essee, Assistant County Attorney

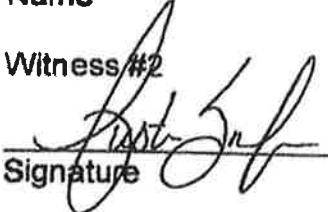
Witness #1

  
Signature

Date

Aimee E. McCartney  
Name

Witness #2

  
Signature

Date

JUSTIN SNYDER  
Name

CONTRACTOR

  
Signature

Robert Cholders  
Name

President  
Title

## Attachment A

**SUBMIT SEALED BID TO:**  
BREVARD COUNTY PURCHASING SERVICES  
2725 JUDGE FRAN JAMIESON WAY  
BLDG. C, 3rd FLOOR, SUITE C-303  
VIERA, FL 32940



# INVITATION TO BID

## Bid Acknowledgment

**PROCUREMENT ANALYST:** (321) 617-7390  
Isidro Rivera Alicea Ext. 5-7382  
[Isidro.Rivera-Alicea@brevardfl.gov](mailto:Isidro.Rivera-Alicea@brevardfl.gov)

AN EQUAL  
OPPORTUNITY  
EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1  
FEDERAL TAX EXEMPT #59-6000523

**BID SPECIFICATIONS MAY BE OBTAINED AT:** Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or  
at the [Onvia DemandStar®](#) website and [VendorLink](#)

**RELEASE DATE:**  
March 25, 2021

**BID TITLE:**  
Postal & Courier Services - Libraries

**BID NUMBER:**  
B-4-21-38

**BID OPENING DATE AND TIME:**  
April 15, 2021 @ 2:00 pm

**PRE-BID DATE, TIME, AND LOCATION:**  
None Scheduled.

☐ **Mandatory**  
☐ **Non-Mandatory**

**BIDS RECEIVED AFTER ABOVE  
DATE AND TIME  
WILL NOT BE ACCEPTED**

### ▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**

**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**

**TELEPHONE NUMBER/TOLL-FREE NUMBER:**

( )

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor 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 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 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 Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (PRINTED)

TITLE

DATE

### \*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\*

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:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

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

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.  
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

## **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, 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 the [demandstar](#) and [VendorLink](#) websites.
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 at least five (5) business days prior to the date fixed for the opening of the bid. 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. 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:** All Contractor 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 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 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 287.017 Fla. Stat. 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. **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.

31. **SCRUTINIZED COMPANIES:** 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 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.

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.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

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 prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., 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](mailto: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 218.70, Fla. Stat., 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 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.

51. **UNAUTHORIZED ALIEN WORKERS:** 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. The CONTRACTOR 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 CONSULTANT 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. 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., 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. 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.;
- 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 DemandStar and VendorLink websites. 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 the date of the later posting.

b. **PROCEEDINGS**

Any contractor 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.

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 effects and the relief sought.

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 bid 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.

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.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

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).

**CONTRACTOR'S CHECKLIST**

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

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☐ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☐ Confirmation of Drug Free Workplace Form
- ☐ Reference Form
- ☐ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

**Attachment A: Federal Emergency Management Agency (FEMA) Contract**

**Requirements**

**Attachment B: Public Libraries Locations**

**POSTAL & COURIER SERVICES - LIBRARIES**  
**B-4-21-38**  
**SPECIAL CONDITIONS**

**1. PURPOSE**

Brevard County is soliciting bids from qualified vendors to provide countywide postal and courier services to Brevard County Libraries. The vendor shall provide all equipment, vehicles, materials and personnel necessary to perform all services required for this bid.

**CONTRACT PERIOD**

The terms of this agreement shall be effective for one (1) year from the date of award and the agreement may be renewed by mutual agreement, for up to four (4) additional one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the Vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

**2. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Isidro Rivera Alicea, Purchasing Services at 321-617-7390 or by email at [Isidro.Rivera-Alicea@brevardfl.gov](mailto:Isidro.Rivera-Alicea@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 and posted online at [Onvia DemandStar® website](#) and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Isidro Rivera Alicea at [Isidro.Rivera-Alicea@brevardfl.gov](mailto:Isidro.Rivera-Alicea@brevardfl.gov). To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

**3. RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than April 15, 2021 @ 2:00 pm**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) .  
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

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

4. PRE-BID/WALK THROUGH

None Scheduled.

**POSTAL & COURIER SERVICES - LIBRARIES**  
**B-4-21-38**  
**SCOPE OF SERVICES**

The vendor shall provide all equipment, vehicles, materials and personnel necessary to perform all services required for this bid. Bidders shall submit bid prices based on the following specifications and obligations:

1. The contractor will pick up and deliver all inter-departmental mail, and pick up all outgoing U. S. mail that will be processed for postage.
2. Library deliveries, in addition to regular courier mail, consist of cartons/boxes of books and films with occasional computer and other equipment deliveries from the Library's Computer Room or Film Library. Libraries will pack all material in containers and clearly indicate the destination. Libraries will clearly mark all envelopes as to destination. If only the name of the library is listed on the label, the item is to be routed to the circulation area of the designated library.
3. As part of the courier service, outgoing U.S. mail will be picked up from library locations (Attachment C) throughout the County. Contractor shall sort and process U.S. mail, and postmark such mail the same day.
4. Mail with postage affixed will be separated from mail requiring postage and be delivered to the post office. Contractor shall not deposit stamped U.S. mail in U.S. Post Office curbside boxes.
5. Any mail (courier or U.S.) returned to the County as undeliverable, shall be delivered daily to the Brevard County Central Reference Library, 308 Forrest Avenue Cocoa, FL 32922.
6. Daily U.S. mail will be metered with postage consistent with its weight.
7. The Contractor will provide a report with the monthly invoice of the actual cost of postage for the prior month.
8. The contractor's report will identify the total number of pieces of mail processed by category, e.g., first class letters (qualified and residual), bulk mail pieces (letter and flats) and single rate pieces (foreign, certified, etc.) and the actual postage spent on each category as outlined on bid sheet.
9. Machine-addressed and hand-addressed mail will be bar-coded to the maximum extent possible. It will be put in trays and presented to the post office in accordance with all applicable regulations for first class presorted mail.
10. Mail will be processed through a change of address system that will automatically correct addresses if the addressee has moved.
11. All mail will be processed and postmarked the same day it is picked up.
12. Large quantity mailings will be mailed the most cost-effective way.
13. Unsealed standard mail will be sealed as part of the processing.
14. Mail not properly addressed or otherwise not ready for mailing will be returned to the sending Central Reference Library on the next scheduled pick-up.
15. Mail received by the Contractor on any given day which is postmarked, has postage attached, or has metered postage (whether by the library from which the mail originated or by the Contractor)

must be delivered by the Contractor to a U.S. Post Office in sufficient time for the postmark to be honored or to be postmarked on the same day that the Contractor received it.

## **GENERAL CONDITIONS**

1. Work shall be carried out in such a manner that there will be no interruption to or interference with the conduct of Library business.
2. Contractor will provide the name of a contact person to Brevard County Library Services Administration, Central Reference Library, 308 Forrest Avenue Cocoa, FL 32922. This individual must be in a responsible position to address any problems, concerns, or requests the County may direct to the Contractor. He/she must have the authority and responsibility to promptly respond to the County when required.
3. The Contractor shall require all employees to wear distinctive uniform clothing for ready identification, and assure every employee is in uniform at the time the employee first provides services and daily throughout provision of service under an agreement awarded pursuant to this bid. At the discretion of the Contract Administrator, who shall be designated upon award, employees may be sent home if not in proper uniform. The uniform shall have the Contractor's name affixed thereon in a permanent manner. Any color or color combination, as appropriate, may be used. Employees shall be required to dress neatly, commensurate with the tasks being performed. Contractor personnel shall not wear tank tops, halters, sandals, thongs, or any type of open-toed shoes. The Contractor shall provide each employee with an Identification Badge bearing the name of the company, and the employee's name and photo, and require employees wear their badges while on County property.
4. The Contractor shall provide the Contract Administrator at the start of the Contract, a list of all the Contractor's employees assigned to work on the contract. The employee list shall include complete name, Social Security number, date of birth, home address, and telephone number for each. The contractor shall request a background check, local and NCIC (National Crime Information Center), for each employee and provide a copy to the Contract Administrator before any employee can perform work on this contract. The background check must be acceptable to the County. Background checks shall also be submitted for all new hires before they perform contractor duties. The Contractor shall be held responsible for the accuracy of the data provided, and shall ensure updated changes are provided to the Contract Administrator immediately upon new hire's effective date.
5. The Contractor shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials.
6. If any building keys are lost or broken the Contractor will be responsible for the cost of replacement keys/fobs at a charge of \$25.00 each. If it is deemed that lost keys pose a potential security risk the cost of re-keying the building will be borne by the Contractor.
7. Neither the Contractor nor their personnel shall permit any individual access to Library buildings, rooms or grounds or to U.S. mail nor courier mail.
8. The County will not be responsible, in any way, for theft of or damage to the Contractor's stored supplies, materials, or equipment kept throughout the building, or the Contractor's employees' personal belongings brought into the building.
9. Company background/Organization. All bidders shall be regularly engaged in the business of providing U.S. mail and/or courier services and capable of providing for the needs of the County as expressed in the Scopes of Service.

10. References (The reference form is on Page Seventeen (17). Provide a minimum of three (3) and a maximum of five (5) business references for which the bidder was engaged as the primary contractor for U. S. mail and/or courier services within the last three (3) years. Documentation must include:

Company name

Address

Telephone number

Email Address

Fax number

Contact person(s). The contact person shall be someone who is able to answer specific questions regarding services and work completed by the contractor; including a complete description of the scope of work performed. The scope shall include the locations served and dates of performance.

11. SCHEDULED BREVARD COUNTY HOLIDAYS. Contractor shall provide service on a daily basis, Monday through Friday, excluding the following County authorized holidays:

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve

Christmas Day

*(Any other day as may be authorized by the Board of County Commissioners)*

**POSTAL & COURIER SERVICES - LIBRARIES**

**B-4-21-38**

**PRICE SHEET**

**COURIER SERVICE**

1. Courier service to all locations included in Courier Route. \$ \_\_\_\_\_ /month

**POSTAL SERVICE**

2. Cost of affixing postage to letter sized automation compatible mail:

\$ \_\_\_\_\_ /per piece;  $\times 700 =$  \$ \_\_\_\_\_ /month

3. Cost of affixing postage to all other mail:

\$ \_\_\_\_\_ /per piece;  $\times 400 =$  \$ \_\_\_\_\_ /month

**TOTAL COST OF ITEMS 1THROUGH 3: ----- \$ \_\_\_\_\_ /month**

**Items 4 through 5 are not considered as part of the base bid price.**

4. Wait Time caused by a County Library in excess of fifteen (15) minutes will be charged at \$ \_\_\_\_\_ / per minute, not including the first fifteen (15) minutes. Wait time must be authorized by the Contract Administrator only and shall not be at the direction of County library staff.
5. Price to add or delete one Library location----- \$ \_\_\_\_\_ /day

**ACH PAYMENTS**

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

**PROMPT PAYMENT DISCOUNT**

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

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

Does your company accept ACH Payment? YES \_\_\_\_/NO \_\_\_\_

Do you accept Purchasing Card? YES \_\_\_\_/NO \_\_\_\_

**ADDENDUM ACKNOWLEDGMENT:**

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

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

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, specifications and pricing for Bid # B-4-21-38/Brevard County Postal & Courier Services.



VENDOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**POSTAL & COURIER SERVICES - LIBRARIES**  
**B-4-21-38**

**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 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 the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

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

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

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

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

In addition to the above, 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 awarded 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. Sub-Contractor's insurance shall be the responsibility of the Contractor.

**B-4-21-38**  
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Bid Number and Name

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

**B-4-21-38**  
**REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor'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.

Ref #1. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

Ref #2. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

Ref #3. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

Ref #4. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

Ref #5. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

---

CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

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

**POSTAL & COURIER SERVICES - LIBRARIES**

**B-4-21-38**

**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)

**POSTAL & COURIER SERVICES - LIBRARIES**  
**B-4-21-38**  
**STATEMENT OF NO BID**

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

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

We the undersigned have declined to bid on your Bid No. B-4-21-38 for the following reason(s):

- ☐ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)
- ☐ Insufficient time to respond to the Invitation to Bid
- ☐ We do not offer this commodity/service or equivalent
- ☐ Our product schedule would not permit us to perform
- ☐ Specifications unclear (*please specify below*)
- ☐ Unable to meet bond or insurance requirements
- ☐ Remove our company from Contractor database for this commodity/service
- ☐ Other (*please specify below*)

Remarks:

---

---

---

---

PLEASE PRINT

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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

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

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS**  
**Attachment A**

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary



of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of \$150,000)

**Clean Air Act -**

- i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act -**

- i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment:**

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$100,000)

The Consultant certifies, to the best of his or her knowledge, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials:**

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. **Additional FEMA Requirements:**

A. **Access to Records:**

- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags:**

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders:**

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts:**

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

# **POSTAL & COURIER SERVICES - LIBRARIES**

**B-4-21-38**

## **Attachment B**

### **PUBLIC LIBRARIES**

- 501 CAPE CANAVERAL PUBLIC LIBRARY  
201 Polk Avenue  
Cape Canaveral, FL 32920
  
- 500 CENTRAL BREVARD LIBRARY & REFERENCE CENTER  
308 Forrest Avenue  
Cocoa, FL 32922
- 500C Library Computer Services (3rd floor)
- 500D Talking Books, Receiving Area, Technical Services, Historical Commission
  
- 502 COCOA BEACH PUBLIC LIBRARY  
550 North Brevard Avenue  
Cocoa Beach, FL 32931
  
- 503 EAU GALLIE PUBLIC LIBRARY  
1521 Pineapple Avenue  
Melbourne, FL 32935
  
- 504 FRANKLIN T. DeGROODT MEMORIAL LIBRARY  
6475 Minton Road SW  
Palm Bay, FL 32908
  
- 505 WEST MELBOURNE LIBRARY  
2755 Wingate Boulevard  
West Melbourne, FL 32904
  
- 506 MELBOURNE PUBLIC LIBRARY  
540 E. Fee Avenue  
Melbourne, FL 32901
  
- 507 MERRITT ISLAND PUBLIC LIBRARY  
1195 N. Courtenay Parkway  
Merritt Island, FL 32953
  
- 508 TITUSVILLE PUBLIC LIBRARY  
2121 S. Hopkins Avenue  
Titusville, FL 32780
  
- 509 PALM BAY PUBLIC LIBRARY/PORT MALABAR  
1520 Port Malabar Blvd., NE  
Palm Bay, FL 32905
  
- 510 PORT ST. JOHN PUBLIC LIBRARY  
6500 Carole Avenue  
Cocoa, FL 32927
  
- 511 SATELLITE BEACH PUBLIC LIBRARY  
751 Jamaica Boulevard  
Satellite Beach, FL 32937
  
- 512 SOUTH MAINLAND LIBRARY - MICCO  
7921 Ron Beatty Boulevard

Barefoot Bay, FL 32976

- 514 DR. MARTIN LUTHER KING LIBRARY  
955 E. University Boulevard  
Melbourne, FL 32901
- 515 LIBRARY SERVICES DEPARTMENT ADMINISTRATION  
308 Forrest Avenue  
Cocoa, FL 32922
- 516 SUNTREE/VIERA PUBLIC LIBRARY  
902 Jordan Blass Drive  
Melbourne, FL 32940
- 517 MIMS / SCOTTSMOOR LIBRARY  
3615 Lionel Road  
Mims, FL 32754
- 518 MELBOURNE BEACH LIBRARY  
324 Ocean Avenue  
Melbourne Beach, FL 32951
- 519 ROCKLEDGE CITY HALL (Library Circulation)  
1600 Huntington Lane  
Rockledge, Florida 32955

**POSTAL & COURIER SERVICES - LIBRARIES**  
**B-4-21-38**  
**PRICE SHEET**

**COURIER SERVICE**

1. Courier service to all locations included in Courier Route. \$ \$16,256.00 /month

**POSTAL SERVICE**

2. Cost of affixing postage to letter sized automation compatible mail:

\$ .10 /per piece; x 700 = \$ \$70.00 /month

3. Cost of affixing postage to all other mail:

\$ .10 /per piece; x 400 = \$ \$40.00 /month

**TOTAL COST OF ITEMS 1THROUGH 3:** ----- \$ \$16,366.00 /month

**Items 4 through 5 are not considered as part of the base bid price.**

4. Wait Time caused by a County Library in excess of fifteen (15) minutes will be charged at \$ .50 / per minute, not including the first fifteen (15) minutes. Wait time must be authorized by the Contract Administrator only and shall not be at the direction of County library staff.

5. Price to add or delete one Library location----- \$ 42.00 /day

**ACH PAYMENTS**

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

**PROMPT PAYMENT DISCOUNT**

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

\* If Prompt Payment Discount is offered please state discount and terms: N/A

Does your company accept ACH Payment? YES X /NO     

Do you accept Purchasing Card? YES      /NO X

**ADDENDUM ACKNOWLEDGMENT:**

Add. No. 1 Dated 03/29/2021 / Add. No. 2 Dated 04/01/2021

Add. No. 3 Dated 04/02/2021 / Add. No.      Dated     





I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, specifications and pricing for Bid # B-4-21-38/Brevard County Postal & Courier Services.

AUTHORIZED SIGNATURE *Robert Childers*  
PRINTED SIGNATURE Robert F. Childers, Jr. DATE 4-15-21  
TELEPHONE # 321-636-1309 FAX # 321-636-1323  
EMAIL: robert\_childers@bellsouth.net



8/4/2020  
**INTER-OFFICE  
MEMORANDUM**

BREVARD COUNTY LIBRARY SERVICES (M/C #500F)  
308 Forrest Avenue, Cocoa, FL 32922 Telephone: (321) 633-1801, Fax (321) 633-1798

**TO:** Commissioner Kristine Zonka, Chair   
**THRU:** Frank Abbate, County Manager   
**THRU:** Jim Liesenfelt, Assistant County Manager, Community Services Group   
**FROM:** Wendi Bost, Library Services Director   
**DATE:** May 2, 2022  
**SUBJECT:** First Amendment and First Renewal of Courier/Postal Contract

Attached please find the Agreement to Extend the Existing Contract for RC Tech, who provides courier and U.S. Mail services for the Brevard County Library Services. Every weekday, RC Tech trucks transport books and other media between all 17 libraries, allowing our citizens access to the collections of all the libraries. This is one of the great strengths of our system.

This contract expires June 21, 2022. Also, attached is a copy of the original contract which states this contract may be extended for four additional one-year periods. The contract also states they may request an increase based on the County CPI. This is the first renewal and they did request a price increase to cover the cost of fuel and maintenance. We are very satisfied with their service and request your approval to extend the contract through to June 21, 2023.

Attached also is the Contract Review and Approval Form signed by the County Attorney, Purchasing, and Risk Management.

Please execute the Agreement to Extend the Existing Contract  
Sadoff, Clerk of the Court, for her attestation.

Thank you.

Attachments

This is a  
4.7% increase



## **FIRST AMENDMENT AND FIRST RENEWAL OF COURIER/POSTAL CONTRACT**

**THIS AGREEMENT** made and entered into on the date of the last signature below by and between **RC TECH, INC.**, hereinafter referred to as "Contractor," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter the "County", together hereinafter known together as the "Parties".

### **WITNESSETH:**

**WHEREAS**, the Parties hereto have previously entered into an Agreement for certain courier services on June 22, 2021 which is incorporated herein by this reference and hereinafter known as the "Agreement";

**WHEREAS**, the original term of this Agreement expires June 22, 2022; and

**WHEREAS**, the original Agreement allowed four (4) renewals of one (1) year each; and

**WHEREAS**, this is the first renewal of the Agreement; and

**WHEREAS**, the Parties hereto desire to renew and extend the term of said Agreement for an additional period of time and;

**WHEREAS**, the original Agreement allowed for an increase in rates no greater than the Consumer Price Index; and

**WHEREAS**, in order to offset the unexpected hardship of the increase in the cost of fuel and vehicle maintenance, the Parties desire to amend the contract to allow for a rate increase of 4.7%; and

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. The Price Sheet included as part of the Original Agreement is hereby replaced with the Amended Price Sheet, which is attached hereto as Exhibit A. The Contractor shall provide the County with monthly invoices for services in compliance with the Amended Price Sheet attached hereto.
2. Section 15 of the Agreement is hereby amended to include the following additional language:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS C/O KAREN DINATALE, 308 FORREST AVENUE, COCOA, FLORIDA 32922, (321)633-1816, [kdinatale@brev.org](mailto:kdinatale@brev.org).**

3. That the previous Agreement between the parties is hereby extended in its term until June 21, 2023, under the same terms and conditions otherwise expressed therein.
4. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals by their duly authorized representatives on the date of the last signature below and bind their respective Party to the obligations contained herein.

ATTEST:

By: 

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By: 

Kristine Zonka, Chair

As approved by the Board on \_\_\_\_\_

Reviewed for legal form and content:

By:  4-25-2022

Assistant County Attorney

CONTRACTOR:

By: 

Date: 04-26-2022

**Library Services Department  
Postal & Courier Services  
Amended Price Sheet  
2022-2023**

**COURIER SERVICE**

1. Courier service to locations included in Courier Route. \$ 17,020.03 /month

**POSTAL SERVICE**

2. Cost of affixing postage to letter sized automation  
Compatible mail.....\$ 0.10 /per piece; x 700 = \$ 70.00 /month

3. Cost of affixing postage to all other mail.....\$ 0.10 /per piece; x 400 = \$ 40.00 /month

**TOTAL COST OF ITEMS 1 THROUGH 3.....\$ 17,130.03 /month**

Vendor Name: RC Tech, Inc.

Authorized Signature: 

Printed Signature: Robert F. Childers, Jr.

Date: 05/02/2022

**CONTRACT FOR ENGINEERING AND CONSULTING SERVICES,  
SOLID WASTE MANAGEMENT DEPARTMENT**

This CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and Neel-Schaffer, Inc., a Florida Corporation, whose local mailing address is 2301 Lucien Way, Suite 300, Maitland, Florida 32751, hereinafter referred to as "Consultant".

**WITNESSETH:**

WHEREAS, the County has the responsibility, power and authority to construct, acquire, improve, maintain and operate a solid waste disposal system within Brevard County for the benefit of persons, firms, corporations, municipalities, political subdivisions or other public agencies or bodies located within the county; and

WHEREAS, in order to meet the solid waste disposal needs of the citizens of Brevard County, while ensuring compliance with state permits and regulations, the County proposes to do certain work associated with the adopted Solid Waste Five-Year Capital Improvement Program (CIP) and as required to adequately and cost effectively maintain its solid waste management facilities and ancillary operations; and

WHEREAS, the County sought responses to a Request for Qualifications RFQ #6-21-07 for professional engineering services for its solid waste management program; and

WHEREAS, the Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055 Florida Statutes and Brevard County Policy BCC-26 (Acquisition of Consultant Professional Services); and

WHEREAS, the County desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Contract; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Contract, and has represented to Brevard County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the County and Consultant hereby agree as follows:

## **SECTION 1     SCOPE OF SERVICES**

The County does hereby retain the Consultant, and Consultant shall furnish professional services required of Consultant, which may, from time to time, be assigned to Consultant by the County, pursuant to a Task Order or Purchase Order, entered into pursuant to Brevard County Policy BCC-25 entitled "Procurement" attached hereto as Exhibit "A" and incorporated herein by this reference. Whenever services are required of Consultant, additional detailed scopes of services shall be set forth in Task Orders executed by the parties, as addenda to this Contract or by Purchase Orders issued pursuant to Brevard County Policy BCC-25. Such services may include work associated with the permitting of the County's solid waste management facilities and operations; operation and maintenance of existing facilities; improvements and expansion of the solid waste management program; implementation of the Solid Waste Five Year Capital Improvement Plan (CIP) as it currently exists.

## **SECTION 2     TERM**

This Contract shall have a term of five (5) years from the effective date. Consultant shall commence work within five (5) days of receipt of a Task Order or Purchase Order signed by the parties and a written "Notice to Proceed" from the County. The Consultant shall complete its work in accordance with the time schedule specified in the applicable Task Order or Purchase Order.

## **SECTION 3     COMPENSATION**

As consideration for providing professional services hereunder, the County shall pay Consultant a fee for services rendered as specifically provided in the applicable Task Order or Purchase Order. The Consultant's fee may be described in the Task Order or Purchase Order as "Not to Exceed", or at hourly rates, which conform to Exhibit "B". The fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled, other than pre-approved reimbursable costs listed in Section 4 below. The fee shall include all of the Consultant's office overhead, employee benefits, normal business travel, and other support for overhead services required by Consultant for performance of any and all duties or obligations described in the applicable Task Order or Purchase Order. Consultant shall not perform any additional work or services without first receiving written authority from the County, specifying said services to be performed and a written "Notice to Proceed" from the County. Consultant acknowledges and agrees that the County is not obligated to issue any Task Order or Purchase Order for any specific project or part thereof and conversely may, in the County's sole discretion, after agreement with Consultant on the applicable fee, issue a Task Order or Purchase Order for all or any portion of any project. It is further understood and agreed that the County may modify Task Orders or Purchase Orders as the County deems appropriate including a commensurate increase or decrease in the fee. Consultant agrees that the hourly rates for fees to be paid by the County shall be based upon the Compensation Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. These rates will remain in place for a minimum of one (1) year before a rate increase may be

requested. Should the Consultant desire to seek a rate increase, the Consultant will petition the Brevard County Board of County Commissioners providing complete justification by July 1 of the fiscal year prior to the fiscal year for which the rate will become effective. Actual compensation to be paid by the County to Consultant during the entire term of this Contract shall be determined under applicable Task Orders and Purchase Orders.

#### **SECTION 4** REIMBURSABLE COSTS

The County shall reimburse Consultant for the following reimbursable costs at the actual expense of such costs. Payment for reimbursable costs is subject to prior written approval by the County, or the County shall not be responsible for reimbursing Consultant for said costs.

- A. Contractual costs (subcontractors) shall be reimbursed at the expense of such cost. Requests for copies of invoices, receipts must accompany reimbursement of Contractual Costs, purchase requisitions, etc. to document the charges.
- B. Equipment shall be reimbursed at the cost of rental or purchase cost. Equipment purchased shall remain the property of the County and must be returned upon the completion of the related Task Order. Requests for copies of invoices, receipts must accompany reimbursement of Equipment Costs, purchase requisitions, etc. to document the charges.
- C. Travel costs for normal business travel are included in the Consultants hourly fee as described above in Section 3. Reimbursement for special travel required under extenuating circumstances may be approved by the County as part of a Task Order. The determination of "extenuating circumstances" is in the sole discretion of the County. If approved, such travel shall be reimbursed at the same rate as for County employees in accordance with County Administrative Order AO-21 entitled "Travel" attached hereto as Exhibit "C" and incorporated herein by this reference, which is in effect on the date of Consultant's applicable travel. All requests for special travel must be documented using a State of Florida Travel Voucher with appropriate receipts. Reimbursement for special travel costs must receive prior written approval by the County prior to such travel, or the County shall not be responsible for reimbursing Consultant for said travel.

#### **SECTION 5** ADMINISTRATION OF SERVICES

Consultant shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to perform all professional services contemplated by the Contract. Consultant shall have the right to subcontract portions of the services required to be performed to other firms, persons and companies from time to time, to carry out any applicable Task Order or Purchase Order. Consultant shall, at all times, remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such personnel, firms and companies. Consultant shall not

subcontract any portion of the work required under this Contract without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Contract. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services.

#### **SECTION 6 BILLING AND TIME OF PAYMENT**

The County shall pay Consultant ninety five percent (95%) of the approved invoiced amount after the County's receipt and approval of a monthly invoice from Consultant, unless payment is otherwise specified in a particular Task Order or Purchase Order. The request for payment shall be in the form and in the manner, required by the County, and shall relate to work performed since the last invoiced work. The County may require supplemental and accompanying data to support Consultant's request for payment. If the County objects to all or any portion of an invoice, the County shall so notify Consultant. The parties shall immediately make an effort to settle the disputed portion of the invoice. Upon approval of such invoice by the County, County agrees to pay ninety five percent (95%) of the approved or undisputed portion of the invoice within the time-frame specified in Section 218.70, et seq., Florida Statutes, the "Florida Prompt Payment Act". The remaining five-percent (5%) of the invoice will be held as retainage until the completion and final payment of the specific Task Order or Purchase Order unless the release of retainage is otherwise specified in the applicable Task Order or Purchase Order. In the event that this Contract is terminated by either party hereto, in accordance with the provisions of Section 15 of this Contract entitled "Termination", then Consultant shall be entitled to be paid as provided for in Section 15.

#### **SECTION 7 ADDITIONAL SERVICES**

To the extent the County requests Consultant to perform additional services which are not described in a Task Order or Purchase Order, or with respect to which there is a disagreement between the parties as to whether or the service is already required by a particular Task Order or Purchase Order, then the Consultant shall perform such service only upon receipt of a written directive from the County to perform such additional service. In the case of services provided to which there is a disagreement, Consultant shall provide written notice to the County that the Consultant is following the County's written directive without prejudice to Consultant's right to seek additional compensation from the County. The County's delivery of a written "Notice to Proceed" following Consultant's notice shall be without prejudice to the County's right to maintain that such additional service does not constitute the basis for additional compensation under the applicable Task Order or Purchase Order.

#### **SECTION 8     AUTHORIZED REPRESENTATIVES**

The parties agree that in order to facilitate the orderly and efficient implementation of the Project and the work contemplated by this Contract, each party shall appoint an authorized representative (or representatives) for such party. The County's representative shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions pertinent to the work covered by this Contract as long as such transmissions do not result in an increase in the cost of or time to perform work. The parties understand and agree that only the Board of County Commissioners, County Manager or Solid Waste Director has the authority to issue Task Orders, or approve changes or modifications to this Contract on behalf of the County, as provided for in Administrative Order AO-29 (Contract Administration). The Consultants representative shall be authorized to act on behalf of Consultant regarding all matters involving the conduct of its performance under this Contract. The County's initial representative will be Euripides Rodriguez, Director Solid Waste Management Department for the County and the Consultant's shall be Mehran S. Beladi. The Consultant shall not substitute project team members named in their response to the RFQ during the course of the contract without prior written permission of the County.

#### **SECTION 9     COUNTY ASSISTANCE**

The County shall assist Consultant by making County personnel with knowledge of the operation of the County as it relates to the Task Order or Purchase Order available. The County shall provide Consultant with all available information pertinent to the work, including previous reports and documents and any data relevant to the project. The County shall also make its facilities accessible to Consultant, where feasible, and as required for Consultant's performance of its services under this Contract. In those instances where Consultant may deem it necessary to obtain access or entry upon privately owned property in its performance under this Contract, Consultant may request assistance from the County in facilitating such access.

#### **SECTION 10    TITLE TO DELIVERABLES**

No reports, data, programs, plans, specifications, or other material produced either in whole or in part under this Contract shall be subject to copyright by the Engineer in the United States, or any other country. No reports, data, programs, plans, specifications, or other material produced under subcontracts either in whole or in part under this Contract shall be subject to copyright by the Engineer, or subcontractor in the United States, or any other country. The County and its assigns shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, programs or other material prepared under this Contract. The Engineer may retain its original notes, working documents, design calculations, computations and plans provided the County shall be entitled to a copy of such materials upon request and further provided said materials shall not be destroyed without the prior written approval of the County. Any final writings, maps, charts, computer programs, plans, specifications or drawings prepared, either in whole or in part, under this Contract shall become the property of the County. In the event that County makes use of said documents on



a project or projects not covered under this Contract without Engineer's express written consent, such use shall be at the sole discretion, liability, and risk of County.

#### **SECTION 11 INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County, its Commissioners, employees and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of the Consultant may not be held individually liable for negligence if the Consultant maintains the professional liability insurance required in Section 12 below and the damages are solely economic in nature and do not extend to personal injuries or property not subject to this Contract.

#### **SECTION 12 INSURANCE**

To ensure the indemnification obligation contained above, Consultant shall, at a minimum, procure and maintain in force at all times, 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 insurance coverage set forth below in accordance with the terms and conditions required by this Section. Each insurance policy shall clearly identify the foregoing indemnification as Insured.

Said policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in Brevard County, Florida. Consultant shall specifically protect County and the Brevard County Board of County Commissioners as additional insured under the Comprehensive General Liability Policy only.

- General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence,
- Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Workers' Compensation and Employers Liability Insurance must apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

The Consultant shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

The Consultant shall 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.

**Consultant shall notify County in writing within thirty (30) days of any claims filed or made against Professional Liability Insurance Policy which would threaten to substantially impair the coverage available for this contract.**

#### **SECTION 13    NOTICES**

Any notices required or permitted by this Contract shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR BREVARD COUNTY  
Euripides Rodriguez, Director  
Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Building A, Suite 118  
Viera, Florida 32940

FOR CONSULTANT  
Mehran S. Beladi  
Neel-Schaffer, Inc.  
2301 Lucien Way  
Suite 300  
Maitland, Florida 32751

Either party shall have the right to change its address for notice purposes at any time throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

#### **SECTION 14    FORCE MAJEURE**

Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following:

- acts of God, hurricanes, tornado, lightning, or earthquake
- strikes or lockouts
- acts of war, civil insurrection or terrorism
- fire or flood not caused by the party unable to perform
- change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the party unable to perform.

#### **SECTION 15    TERMINATION**

The County may, by fourteen (14) days prior written notice to the Consultant, terminate this Contract, in whole or in part, either for the County's convenience or because of the failure of Consultant to fulfill its Contract obligations. Upon receipt of such notice, Consultant will:

- A. Immediately discontinue all services affected, unless the notice directs otherwise; and
- B. Deliver to the County all data, drawings, specifications, reports, estimates, summaries, plans, and such other information or materials as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

If the termination is for the convenience of the County, Consultant shall be paid its compensation for services performed to the date of termination, based on the percentage of work completed or hourly rate if the Task or Purchase Order is hourly. The County shall not be obligated to pay for any services performed after Consultant has received notice of termination. If the notice of termination is due to the failure of Consultant to fulfill its Contract obligations, Consultant shall have 14 calendar days within which to correct such deficiencies as noted in said notice.

If Consultant fails to correct such deficiencies to the satisfaction of the County within the stated time period, then the County may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the County preserves all rights and remedies available, including, but not limited to the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

If, after notice of termination for failure to fulfill Contract obligations, it is determined that Consultant had not so failed, the termination shall be deemed to be effected for the convenience of the County. In such event, adjustment in the Contract price shall be made as provided above in this Section.

Consultant may, by fourteen (14) days prior written notice to the County, terminate this Contract, in whole or in part, because of the County's failure to fulfill its Contract obligations. If

not cured within the fourteen (14) day notice period, the Consultant may discontinue providing service to the County, and shall be paid for prior services performed by either the percentage complete method or by hourly rate per the applicable approved Task Order or Purchase Order.

#### **SECTION 16    APPLICABLE LAW**

The law of the State of Florida shall govern the validity of this Contract, its interpretation and performance, and any other claims related thereto.

#### **SECTION 17    WAIVER**

The waiver by the County or Consultant of the other party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

#### **SECTION 18    INTEREST OF MEMBERS OF COUNTY AND OTHERS**

No officers, members, employees of the County, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Contract are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

#### **SECTION 19    INTEREST OF CONSULTANT.**

Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which shall conflict with the performances or services required to be performed under this Contract. Consultant further covenants that in the performance of this Contract that the Consultant shall employ no person having any such interest.

#### **SECTION 20    COVENANT AGAINST CONTINGENT FEES.**

Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Contract without liability, and, at its discretion, to deduct from the Contract such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

## **SECTION 21    POTENTIAL CONFLICTS OF INTEREST.**

Consultant is specifically aware of, and concurs with, the public need for the County to prohibit any potential conflicts of interest that may arise as a result of the execution of this Contract. As a result, Consultant has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform professional services for private landfills located in Brevard County, which could in any way present the reasonable possibility of an actual conflict of interest with Brevard County. Consultant has cataloged such contracts, and has attached a list thereof to this Contract, as Exhibit "D" which is hereby incorporated herein by this reference.

In view of the potential of this Contract being a long-term contractual relationship between the parties, Consultant specifically agrees to comply with the following organizational requirements in performing its services under this Contract:

- A. No engineer, specialist, or scientist employed by Consultant, who has worked, or is working, on the Project under this Contract, will provide any professional services to private landfills located in Brevard County or entities actively opposing the construction or operation of Solid Waste Management Facilities owned and operated in Brevard County through the duration of this Contract, and the duration of the engineer's specialist's, or scientist's employment with Brevard County, without the prior written consent of Brevard County. Said consent by Brevard County shall not be unreasonably withheld. The purpose of this requirement is to assure that consultant will utilize a cadre of professionals dedicated solely to providing solid waste engineering services to Brevard County.
- B. Consultant specifically agrees that any and all information, concepts, policies and regulations relating to the Project under this Contract shall be held by Consultant in strict confidentiality within Consultant's Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by consultant shall be made until after clear written authorization to do so has been granted by Brevard County, except as may be otherwise required by law or directed by Court Orders and except for disclosures to Consultant's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the County.

## **SECTION 22    RECORDS AND AUDITS**

If federal funds are used for any work under this Contract, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to work performed under this Contract, for purposes of making audit, examination, excerpts, and transcriptions.

Consultant agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Contract and to make such materials available at its office at all reasonable times during the term of this Contract, and for five (5) years from the date of final payment under this Contract, for audit or inspection by the County, or any of its duly authorized representatives. 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. The County has the right to unilaterally cancel this Contract in the event that Consultant refuses to allow County access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from disclosure pursuant to Section 24(a) of Art. I of the Florida Constitution or Section 119.07(1), Florida Statutes.

#### **SECTION 23    EQUAL OPPORTUNITY EMPLOYMENT**

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **SECTION 24    ASSIGNMENT**

The County and Consultant each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor Consultant shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

#### **SECTION 25    INDEPENDENT CONTRACTOR**

It is agreed by the parties that, at all times and for all purposes within the scope of this Contract, the relationship of Consultant to the County is that of independent contractor, and not that of employee. No statement contained in this Contract shall be construed so as to define Consultant an employee of the County, and Consultant shall be entitled to none of the rights, privileges or benefits of Brevard County employees.

#### **SECTION 26    CLAIMS FOR SERVICES**

The County will not honor any claim for services rendered by Consultant not specifically provided for in this Contract.

**SECTION 27 ENTIRE CONTRACT**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

**SECTION 28 SEVERABILITY**

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 29 MODIFICATIONS OR AMENDMENTS IN WRITING**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herewith.

**SECTION 30 PERMITS, FEES, and LICENSES**

Permits, fees and licenses necessary for performance of work pursuant to this Contract will not be waived by the County, and Consultant shall be responsible for obtaining, and shall pay for their own professional permits, fees and licenses as required. The County shall pay to the governing authority, the cost of permits, fees, and/or licenses required for completion of the scope of services for a particular Task Order.

**SECTION 31 TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete and current as of the time of contracting. The original contract price and additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rate, and other factual unit costs. All such contract adjustments shall be made within one (1) year following the termination of this Contract.

**SECTION 32 COMPLIANCE WITH LAWS**

Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Contract. The Consultant is responsible for full and

complete compliance with all laws, rules and regulations including those for the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the Consultant to have complete knowledge and intent to comply with such law, rules and regulations shall not relieve Consultant from its obligation to completely perform any task assigned pursuant to this Contract.

### **SECTION 33 ATTORNEY'S FEES, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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. Venue for any legal action brought 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. By entering into this Contract, CONSULTANT and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.

### **SECTION 34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

(a) In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.

(b) The County shall not enter into, or renew, a contract with a vendor/ contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

(c) The County shall verify the Consultant's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. The Consultant's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

(d) 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.

(e) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

### **SECTION 35 SCRUTINIZED COMPANIES**

The Consultant certifies that it and its subcontractors are 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 Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant or its subcontractors are placed on the



Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

If this Contract is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors 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 business operations in Cuba or Syria during the term of the Contract.

The Consult agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **SECTION 36 PUBLIC ENTITY CRIME ACT**

The Consultant represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider 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, services or a contract for the construction or repair of a public building or public work, submit bids on leases of real property, be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list.

Violation of this section shall result in termination of this Contract and recovery of all monies paid by COUNTY pursuant to this Contract and may result in debarment from COUNTY's competitive procurement activities.

#### **SECTION 37 EFFECTIVE DATE**

The effective date of this Contract means the date on which the last of the parties hereto executes this Contract.

### **SECTION 38 PUBLIC RECORDS**

In the performance of this Agreement, the Consultant shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Consultant or provided to Consultant by the County in connection with the activities or services provided by Consultant under the terms of this Agreement, are public records and Consultant agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The Consultant shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Consultant shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Consultant in the United States or any other country.

The Consultant shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of this Agreement shall result in the County taking enforcement action against the Consultant including the cost to the County for gaining the Consultant's compliance which will include, but are not limited to, the gross hourly rate of the County's employee contacts to the Consultant to obtain compliance with this section, litigation filing fees and attorney's fees.

**If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide Public Records relating to this**

**Agreement, contact the custodian of Public Records: Miranda Guppenberger, Administrative Assistant, 2725 Judge Fran Jamleson Way, Bldg. A, Ste. #118, Viera, FL 32940; email address; (321)633-2042.**

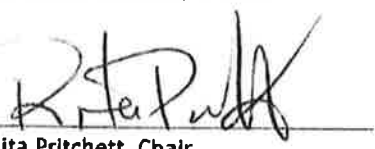
**(The remainder of this page is intentionally left blank.)**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

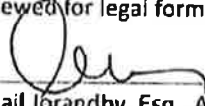
BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
Rachel M. Sadoff, Clerk

  
Rita Pritchett, Chair

As approved by Board on September 8, 2020

Reviewed for legal form and content:

 2/3/2021  
Abigail Jorandby, Esq., Assistant County Attorney




ATTEST:

COSULTANT

  
Signature

February 3, 2021

Date

  
Signature

Edward J. Everitt, Vice President  
Name & Title Printed

Mehran S. Beladi, Vice-President

Name & Title, Printed

Neel-Schaffer, Inc.

Name of Company, Corp., etc.

2301 Lucien Way, Suite 300, Maitland, Florida  
32751

Mailing Address

(407) 647-6623

(Area Code) Telephone Number

**EXHIBIT A**  
**BCC-25: PROCUREMENT**



## POLICY

TITLE: PROCUREMENT

NUMBER: BCC-25

AMENDS: January 7, 2020

APPROVED: December 8, 2020

ORIGINATOR: Purchasing Services

REVIEW: December 8, 2023

I. OBJECTIVE

To specify Board directives for procurement activities. The intent of this policy is to clearly identify the authority levels for approval, award and payment and provide accountability for procurements.

II. DEFINITIONS AND REFERENCES

- A. **Bid:** A formal written and sealed response to a formal advertisement for specified requirements of \$50,000 or above in value.
- B. **Open/Framework Purchase Order:** A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand or as needed basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. An open-end purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
- C. **Capital Outlay Item:** Equipment with a value in excess of \$1000 and an expected life of more than one year such as automobiles, furniture, and computer equipment valued in excess of \$750.
- D. **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which when duly executed by the County and contractor amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.
- E. **Competitive Negotiated Agreement:** Established price or schedule of prices based primarily on evaluation of performance, level of service and price by Committee review.
- F. **Consultant Agreements:** Professional services agreements governed by F.S. 287.055, "Consultants' Competitive Negotiation Act" and BCC-26, Acquisition of Consultant Professional Services.
- G. **Direct Payment Voucher System:** Accounts Payable Fast Entry system, which provides for prepayment of miscellaneous and minor expenses when a purchase order is not issued and vendor will not accept purchasing card.
- H. **Designees:** When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director, is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee."
- I. **Contract:** Contract means all types of binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.

- J. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70 ct.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services and Chapter 448.095 Employment Eligibility.
- K. **Formal Quote:** A formal written and sealed response to a formal announcement for specified requirements of \$15,000 and less than \$50,000 in value.
- L. **Grant** (for the purposes of this policy): An award of which includes assistance in the form of money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.
- M. **Lease:** A written contract by which one party (lessor) gives to another (lessee) the usage of tangible personal or real property for a specified time and for fixed payments. Under a straight lease, there is no accumulation of equity and no provision for the buyout of the leased property.
- N. **Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- O. **Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- P. **Proposal:** A formal written and sealed response to a solicitation (RFP) for a good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal may be based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors and/or criteria.
- Q. **Purchase Order:** The County's document used to authorize a purchase transaction with a vendor, generally used for one-time purchases, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date of performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.
- R. **Purchasing Manual:** A document that describes rules, regulations, policies and procedures to be followed by the purchasing organization and the agencies/departments it serves.
- S. **Qualified Bidder or Proposer:** The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP 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 bidder or proposer or its subcontractors' past performance for the Board, and any other information required by Board policies and Administrative Orders.
- T. **Informal Quote:** Any telephonic, written or verbal offer by a vendor to furnish the County specific goods and/or services at a stated price, quantity, quality, and delivery timeframe up to \$15,000 in value. All informal quotes of \$1,000.00 up to \$15,000.00 shall be obtained in writing. All quotations shall be documented and retained by the user department/agency and referenced on all purchase requisitions.
- U. **Equipment Rental:** An agreement for temporary lease of equipment where total payments over the term of the agreement are \$5,000 or less and the term of the agreement is one year or less. There is no accumulation of equity and no provision for the buyout of the leased equipment.
- V. **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.
- W. **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- X. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable source, for those procurements, which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace. These purchases may include commodities and services affected by territorial

distributorships, original equipment manufacturers and components; requirements to maintain a degree of continuity to the original or existing decor, equipment, or programs, and where an attempt to bid/quote could result in operational or functional inconsistency, or excessive delay.

### III. DIRECTIVES

- A. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy.
- B. Materials or services shall be purchased by multiple-source competitive practices when available. Cooperative bidding, to include purchasing from State, and/or other authorized joint purchase agreements shall be used to reduce administrative costs for high use, consumable items.
- C. Purchasing cards will be assigned based on agency need and will be used to replace, when possible, the use of petty cash, direct payment fast entry vouchers and open/framework purchase orders.
- D. Small purchases of less than \$1000 cumulative total which are not covered under a bid agreement have no mandatory quotation or bid requirements.
- E. Every effort shall be made to solicit at least three (3) responsive and qualified sources for purchasing thresholds referenced in this section. The requisitioning approval authority, award authority and payment approval authority based on annual cumulative amounts shall be according to the thresholds below. Splitting of requisitions to circumvent competition required at established thresholds is not allowed.
  1. \$1000 and up to \$25,000: Department Head via informal quote as defined in Section II.T or via formal quote, as defined in Section II.K, solicited by Purchasing Services.
  2. Up to \$50,000: Assistant County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
  3. Up to \$100,000: County Manager with recommendation for award from the user agency and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
  4. \$100,000 and above: Board of County Commissioners, with recommendation for award from the County Manager, user agency and Purchasing Manager, via Bid/Proposal/Competitive Negotiated Agreement, when not previously approved by the Board.
  5. **Capital Outlay and Capital Improvements:** The Budget Office will submit a detailed list of proposed capital outlay items and equipment to be included in the annual capital budget. This list will be reviewed and approved by the Board of County Commissioners during the public hearings on the annual Budget. Board approval of the Annual Budget and Capital Improvement Plan shall also serve as approval for County agencies to advertise formal solicitation of bids and proposals; and to award to the qualified bidder having the lowest, responsible and best bid for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved Annual Budget and Capital Improvements Plan. Because a qualified bidder with the lowest, responsible and best bid is generally entitled to an award of bid and an award of bid has been construed to constitute an enforceable agreement, this policy also constitutes authority for the Chair to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved by the County Manager or his designee, and approved as to form and legal content by the County Attorney's Office.
  6. The Board must approve the financial terms of all agreements that 1) arise out of the acceptance of a request for proposal or 2) that are negotiated in accordance with the Consultant's Competitive Negotiation Act set forth in section 287.055, Florida Statutes or any successor statute thereto.
  7. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair in accordance with the procedures set forth in subparagraphs 4 and 5 above.
  8. Approval for award by the proper authority shall act as authorization for the Purchasing Manager to



release and sign a Purchase Order for the service or commodities awarded.

9. If, during a competitive bidding or selection process, the County has received a recommendation for award or reference for a particular vendor from a state and/or federal elected official, staff shall proceed as follows:
  - (a) If the award of the bid/selection is to be made by the Board of County Commissioners, copies of the local, state and/or federal elected officials' recommendations or references shall be included as part of the Agenda Item that is presented to the Board for its consideration for the award of the bid/selection.
  - (b) If the award of the bid/selection is to be made by a designee as provided for under this policy, copies of the local, state and/or elected officials recommendations or references shall be included as part of an Agenda Item that is presented to the Board for its review and consideration prior to the designee proceeding with final award of the bid/selection.
- F. **Advertising Requirements:** An advertisement shall be published once in a newspaper of general paid circulation which is published at least five (5) days a week in the County. The advertisement shall appear at least twenty-one (21) days prior to the last day set for the day of opening. The County Manager upon recommendation by the Purchasing Manager, may shorten the twenty-one (21) day requirement to not less than seven (7) days, based on such factors as emergency need, availability of competition, amount of the acquisition, etc. Other publications may be used in addition to this requirement to reach selected markets. When warranted, the County Manager upon recommendation by the Purchasing Manager, may authorize advertisement, regardless of the dollar amount of the acquisition, to gain additional competition that may result in lower pricing and overall cost savings to the County.
- G. **Announcement Requirements:** A formal announcement shall include posting of the solicitation in various publicly accessible locations and sending the announcement to all vendors who have expressed an interest in providing those goods and services requested.
- H. In addition to other requirements as may be outlined in this policy, when not previously authorized Board approval is necessary on the following:
  1. Waiver of or exemption from bid requirements such as permission to purchase, or permission to quote, when the dollar amount is \$100,000 or above.
  2. Awards when the staff recommendation is protested by vendor(s) with standing to protest.
  3. Sole or proprietary source, GSA Information Technology Contracts, State Contract or other cooperative agreement procurements, as recommended by the County Manager, if \$100,000 or above.
  4. Awards involving a formal contract, if not expressly asked for in the original permission to bid, or not approved via the Capital Improvement Plan, including, but not limited to, such contracts as service or maintenance agreements, awards on proposals and competitive negotiated agreements, and rentals, where the award is \$100,000 or above and all other requirements are met. The award of the bid by the Board is sufficient for execution of the contract by the Chairman.
  5. Standardization, when determined to be more cost effective and in the best interest of the County, when \$100,000 or above. Standardization of materials, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.
  6. Rejection of all submitted bids or proposals \$100,000 or above.
- I. The County Manager may approve the above actions within his/her approval authority and below.
- J. The County Manager may approve awards involving a formal contract within his/her approval authority and below. This includes, but is not limited to, service or maintenance agreements, awards on proposals, and competitive negotiated agreements and consultant agreements. Change orders to construction contracts shall follow BCC-27, Construction Contracts.
- K. Should the lowest formal bidder or quoter prove to be non-responsive to the bid specifications or non-qualified in any manner, such as financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability, which are all necessary to insure good faith performance, the Purchasing Manager, in conjunction with the user agency recommendation, shall reject the bid or quote and award to the next lowest responsive and qualified bidder or quoter. Appropriate documentation will be maintained in the official record. Any bidder, with standing to protest such a rejection, shall be afforded the right to appear before the Board of County Commissioners, as per the protest procedures outlined in the Purchasing Manual.

Formal reporting to the Board or County Manager, as applicable, of rejected bids or quotes will be made on an annual basis.

- L. Should less than three formal bids or quotes be obtained, the County Manager the Purchasing Manager and user agency shall determine the reason for lack of competition and maintain documentation in the official record. Formal reporting to the Board or the County Manager, as applicable, will be made on an annual basis.
- M. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions.
- N. The following are exempt from formal advertised bid requirements; however, a competitive environment shall be maintained where feasible:
  - 1. Emergency purchases as approved by the Board, County Manager to correct health or safety hazards or causes interruption of essential governmental service and are deemed in the best interest of the County. Those \$100,000 or above will be reported to the Board for ratification after-the-fact
  - 2. Acquisition of land and/or space requirements (purchase, lease or rental.)
  - 3. Purchases utilizing GSA IT Technology/State/Cooperative agreements.
  - 4. Sole Source or Proprietary purchases.
  - 5. Media Materials (books and film.)
  - 6. Service or Maintenance Agreements provided by the original equipment manufacturer (OEM), or an authorized service representative(s), if not other viable alternatives are available as determined by the Purchasing Manager and user agency. When repairs/services to existing equipment may not be available, nor provided by OEM, or authorized service representatives, such orders will be placed with a repair service center(s) as may be selected by the County based on factors such as cost, experience, service capabilities, stock inventory, personnel qualifications, locale, like-unit replacement during repair, and financial stability as evidenced by trade references, audited financial statements, etc., as determined by the Purchasing Manager and user agency. The acquisition of service/maintenance agreements shall comply with the acquisition requirements stated previously.
  - 7. Usage of In-County resources, such as Roadways and Landscaping services for parking lot improvements.
  - 8. Acquisition of vehicles and equipment via surplus auction.
  - 9. Property and Liability Insurance, when recommended by the Human Resources Director due to insurance market conditions, and/or when delay of obtaining coverage could increase the County's risk.
  - 10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.
- O. Acquisition of minor audio/video media, periodicals, small book orders, subscriptions, renewal memberships (as per Policy BCC-11), stamps, arts and crafts materials, software, and small miscellaneous recreation materials, less than \$1000 in value, and approved for a public purpose, are to be processed by means of County Finance Department's "Fast Entry Invoice Direct Payment Voucher" or Purchasing Card systems as appropriate.
- P. Lease or lease purchase of tangible personal or real property is authorized, consistent with Florida Statute 125.031, upon Board approval, regardless of dollar amount. Authority is delegated to the County manager to approve and authorize equipment rentals necessary for continuation of daily operations or completion of projects with total payments of \$50,000 or less over the term of the rental agreement and the term of the rental agreement does not exceed one year. Authority is delegated to the head of the user agency to approve and authorize equipment rentals with total payments of \$5,000 or less over the term of the rental agreement. (R)
- Q. The County Manager, upon recommendation from the user agency, will determine mandatory attendance at pre-solicitation conferences, using complexity of the solicitation, availability of competition and dollar amount as guidelines.
- R. On all solicitations, the County Manager, upon recommendation by the Risk Manager, will establish insurance requirements based on exposure to loss. Specifically, Builder's Risk will not be required for:
  - 1. Renovation projects under \$50,000 except where requested by the Risk Manager. (Renovation Projects would not include any new above ground structures.)
  - 2. Projects involving below ground structures except where requested by the Risk Manager based on exposure to loss.
  - 3. Projects under \$35,000 where the construction is for new above ground structures and where the

contractor has agreed in writing to be responsible for any losses occurring during construction

- S. The County Manager shall establish procedures for the processing of procurement requests consistent with this Policy. A Purchasing Manual shall be developed to provide guidance for the completion of procurement processes necessary to ensure compliance with established policy and Administrative Orders.
- T. Contract Administration
1. All contracts shall be administered, as may be applicable, in accordance with Board Policy BCC-26, Acquisition of Consultant Professional Services; BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration or as amended.
  2. All contract change orders, amendments, addenda and task orders shall be administered and authorized, as may be applicable, in accordance with Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration.
  3. Board approved contracts may be amended by the County Manager in an amount up to \$5,000 annually or 10% of the contract value whichever is lower.
- U. Grant Assistance
1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.
- V. E-Verification
1. In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
  2. The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
  3. The County shall verify the Contractor's /Vendor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
  4. 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.
  5. Nothing in this section may be construed to allow intentional discrimination of any class protected by law

IV. **RESERVATION OF AUTHORITY**

ATTEST:

Scott Ellis, Clerk

The authority to issue or revise this Policy is reserved to the Board of County Commissioners.

Rita Pritchett, Chair  
Brevard County, Florida  
Board of County Commissioners  
As Approved by the Board on December 8, 2020

**EXHIBIT B  
STANDARD HOURLY RATES  
NEEL-SCHAFFER, INC.  
CONTINUING CONSULTING ENGINEERING SERVICES  
SOLID WASTE MANAGEMENT DEPARTMENT  
BREVARD COUNTY, FLORIDA  
RFQ-6-21-07**

**HOURLY BILLING RATES-2021**

<b>TITLE</b>	<b>HOURLY RATE</b>
Project Director/Officer	\$207
Project Manager	\$166
Senior Project Engineer/Professional	\$154
Project Engineer/Professional Scientist	\$118
Staff Engineer/Professional	\$101
Senior Technician	\$109
Project Technician/Auto CAD	\$87
Draftsperson	\$85
Certified Resident Construction Representative	\$113
Field Technician	\$85
Administrative Manager	\$91
Administrative Assistant/Clerical	\$70

☒ Accepted

☐ Decline



\_\_\_\_\_  
Authorized Signature

**January 26, 2021**

\_\_\_\_\_  
Date

**Mehran (Ron) S. Beladi, Vice President**

\_\_\_\_\_  
Printed Name

**EXHIBIT C**  
**ADMINISTRATIVE ORDER A0-21**  
**TRAVEL**



BOARD OF COUNTY COMMISSIONERS

## ADMINISTRATIVE ORDER

**Title: TRAVEL**

**Number:** AO-21

**Cancels:** 10/24/2017

**Approved:** 06/12/2018

**Originator:** County Manager

**Review:** 06/12/2021

### **I. PURPOSE AND SCOPE**

To implement Board Policy BCC-29 and provide instructions for a traveler's reimbursement of expenses incurred during authorized travel on County business and provide instructions for processing the reimbursement of expenses.

### **II. DEFINITIONS**

- A. Appointing Authority – County Officer, County Manager, Assistant County Manager, Department and Office Directors.
- B. Authorized Representative – A person, other than a County officer or employee, authorized by the Board of County Commissioners or the County Manager to contribute time and services as a consultant or as a candidate for an executive or professional position.
- C. Class A Travel – Continuous travel of 24 hours or more away from official headquarters.
- D. Class B Travel – Continuous travel of less than 24 hours which requires overnight absence from official headquarters.
- E. Class C Travel – Short or day trips where the traveler is not away from his/her or her official headquarters overnight.
- F. Common Carrier – Train, bus, commercial airlines, or rental cars of an established rental car firm.
- G. County Officer – Elected or appointed by the Governor to hold the office of County Commissioner for Brevard County.
- H. Official Headquarters – The city or town in which the individual's office is

located. In the event a person is located in the field, the official headquarters is the city or town designated by the agency nearest to the area where the majority of the official business is conducted.

- I. Traveler – A County officer, employee or other authorized representative on official County Business.

### **III. REFERENCES**

- A. Section 112.061, Florida Statutes – Per Diem and traveling expenses of public officers, employees and authorized persons.
- B. Section 1-138, Code of Laws and Ordinances, Brevard County, Florida - Brevard County Merit System Rules and Regulations – Board personnel rules and regulations.
- C. Code of Ordinances 2017-21, Section 8 providing approval process for use of county funds for out-of-state travel; that County Commissioners are subject to the County's Administrative Order, Travel AO-21.
- D. Policy BCC-29, Travel
- E. Form BCC-7, Travel Expense Report (TER)
- F. Form BCC-8, Travel Request

### **IV. TRANSPORTATION REQUIREMENTS**

#### **A. MODE DETERMINATION**

The most economical method of travel shall be used for each trip. The conditions, which shall determine the method of travel, include the nature of business, value of time of the traveler, impact of productivity of the traveler, cost of transportation and per diem or subsistence required, the number of travelers, and amount of equipment or material to be transported.

#### **B. ROUTES OF TRAVEL**

All travel must be by a usually traveled route. Any extra costs incurred by a traveler using an indirect route for his/her own convenience shall be the responsibility of the traveler.

#### **C. ALLOWABLE METHODS**

##### **1. Common Carrier**

- a. An airplane ticket for authorized travel is authorized at the lowest available (coach) rate, taking advantage of early reservation discounts wherever possible. The purchase of a ticket through a

travel agent shall be deemed to be at the lowest available rate, and includes reimbursement of any associated service fees.

- b. Car rentals available through State contract may be arranged in advance. Travelers should contact Central Services for specific details and necessary forms.

2. County Vehicles

- a. Requests for use of a County vehicle for Class A and B travel shall require approval of the Appointing Authority or designee, in the absence of the Appointing Authority, and will include written justification. County vehicles specially designed and equipped to perform a public service such as emergency response or large vehicles shall travel outside Brevard County only when providing a service within the scope of their purpose.
- b. When more than one traveler is scheduled to travel from one location to the same destination, only one vehicle, when practical, shall be authorized.
- c. Employees are encouraged to contact Central Fleet for the use of a pool vehicle.

3. Privately Owned Vehicles

- a. Privately owned vehicles may be utilized for official business, if authorized by the responsible Appointing Authority.

V. PER DIEM AND SUBSISTENCE

A. APPROVAL TO INCUR CLASS A AND B TRAVEL

Class A and B travel, not approved by the Board as part of the annual budget or travel that exceeds the Board's approved budget amount by more than 20 percent, shall be approved by Board prior to travel. A completed Travel Request form with written justification must be submitted and approved by the County Manager or designee. The County Manager will process the request for Board approval through the Bill Folder.

However, if the departure date is prior to the next regularly scheduled Board Meeting, the County Manager may approve the travel if the trip is determined to be in the best interest of the County. The County Manager will process for subsequent Board approval through the Bill Folder.

Travel approved by the Board as part of the annual budget approval process does not require subsequent Board approval or approval by the County Manager. A completed Travel Request form with written justification must be submitted and approved by the Appointing Authority or designee, in the



absence of the Appointing Authority. Copy of A and B summary must accompany Travel Request form and be clearly marked which trip department is using.

Class A and B travel approved by the Board as part of the annual budget process requires submittal to the County Manager or designee who shall submit to County Finance for approval/payment if:

1. Travel approved in budget is being substituted by travel that was not included in the budget approval process, or
2. When a trip is classified as Class C, but the employee chooses to stay overnight at their own expense it becomes A and B travel, or
3. A County Commissioner's or their Office staff travel.

The County Manager may approve advance payment or reimbursement of Class A, B, and C travel expenses for employment candidates, recommended by an Appointing Authority.

Class A and B travel must be submitted on a Travel Request Form any time an employee is on official business. All Travel Request Forms must be submitted to the Finance Department prior to start of travel regardless if advances are requested.

#### **B. APPROVAL TO INCUR CLASS C TRAVEL**

All Travel Expense Reports for Class C travel shall be approved by the Appointing Authority or designee with require receipts and submitted to the Finance Department.

Travel Expense Reports for Class C travel for a County Commissioner or their staff shall be submitted to the County Manager or designee along with required receipts and who shall submit to the Finance Department.

#### **C. ELIGIBILITY CRITERIA**

Class A and B travel shall include any assignment on official business away from the traveler's official headquarters when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved. The time, for purposes of reimbursement, is calculated as follows:

1. The travel day for Class A travel shall be a calendar day beginning at midnight and consisting of four 6-hour quarters. Per Diem will not be paid for any quarter unless a traveler departs on or before midpoint of the quarter or returns on or after midpoint of the quarter.
2. The travel for Class B is based on 6-hour cycles beginning at the hour of departure and ending at the hour of return. The "Midpoint" references for Class A travel controls the per diem on the return 6-hour cycle.

#### **D. RATES OF REIMBURSEMENT**

Class A and B travelers, when traveling within or outside the State to conduct official business, may select either of the following options for reimbursement.

1. Per Diem allowed up to \$80 for a 24-hour period. This includes lodging and meals only.
2. Lodging at the actual cost for lowest available single occupancy room rate to be substantiated by paid bills.
3. Every attempt should be made to reduce the cost of lodging, such as requesting the government rate, membership, or conference discounts, room sharing when appropriate, etc. Receipts are not required to be submitted for the employee to receive reimbursement for meals in an amount not to exceed the following rates for authorized meals:
  - a) Breakfast - \$6.00 is authorized when a traveler is on travel status prior to 6:00 a.m. and extending beyond 8:00 a.m.
  - b) Lunch - \$11.00 is authorized when a traveler is on travel status prior to 12:00 noon and extending beyond 2:00 p.m.
  - c) Dinner - \$19.00 is authorized when a traveler is on travel status prior to 6:00 p.m. and extending beyond 8:00 p.m.

Meals for Class C travelers may be reimbursable at authorized rates specified in IV.D.1 when the meal is integrally associated with the Class C travel requirement and is clearly considered to be a public purpose. Class C Meals consumed within the boundaries of Brevard County will not routinely be eligible for reimbursement unless the employee is restricted in meal options and incurs an involuntary financial hardship.

Travel Expense Reports, which include Class C meals, must have authorization from the Appointing Authority or designee, in the absence of the Appointing Authority, before they are submitted to the Finance Department for processing.

Class C meals are subject to Federal and employment taxes and shall be reported on the employee's W-2 form as taxable income.

An individual who claims Class C meals within the scope of their official duties and the travel is not related to a registration does not need to complete a Travel Request. The Appointing Authority will be responsible for ensuring that employees comply with this procedure.

**E. MONETARY ADVANCES PRIOR TO TRAVEL**

Monetary advances may be granted if absolutely necessary. The requirements for processing monetary advances are as follows:

1. A properly approved Travel Request form must be received in the Finance Department at least fifteen (15) working days prior to when the warrant (check) is required;
2. Travel advances to the traveler will only be issued upon request and generally only if estimated expenses (i.e. meals, tolls, parking, mileage, etc.) exceed \$100.00. The advance and determination of the actual amount must be approved by the Appointing Authority or designee, in the absence of the Appointing Authority.
3. If an advance is granted, the traveler must submit the Travel Expense Report within ten (10) working days of the scheduled return date. Failure to file a Travel Expense Report within 10 days following the traveler's return results in notification to the employee's Appointing Authority of the delinquency. If, after 20 days following the traveler's return, the Travel Expense has not been submitted, notification will be made to the County Manager or designee who may suspend travel advance privileges for the entire Department/Office until such time that a proper Travel Expense Report is received.
4. The traveler is responsible for returning any overpayment of monetary advances, if applicable, within ten (10) working days following the return date.

**F. ADVANCE PAYMENTS**

1. If advance payment for a registration fee or lodging expenses is required, all pertinent information (i.e., required payment date, name and address for submittal of advance payment and room rate) shall be inserted in the Travel Request Form, and supporting documentation provided, including a copy of the hotel confirmation.
2. All requests for advances must be received in the Finance Department fifteen (15) working days prior to when warrant (check) is required.
3. If the Travel Request is not submitted in time (15 working days prior to the deadline) to take advantage of any early registration discounts, the late registration amount will be paid, unless the Department/Office indicates on the Travel Request that the vendor will accept the lower amount.
4. It is the responsibility of the individual and department to obtain a refund (from agents, airlines, etc.) for all pre-payments and advances for airline, registration, etc., if the trip is canceled. All refunds must be

forwarded to the Finance Department after receipt.

5. If an advance payment is granted, the traveler must submit the Travel Expense within ten (10) working days of the return date.
6. Purchasing Card – Individuals are required to have an approved Travel Request prior to using the purchasing card for travel expenses (registration, lodging, airline, etc.). Authorization to purchase meals during Class A and B travel must have prior approval of the County Manager or designee. Meals during Class C travel should not be placed on the purchasing card. If purchasing card is used a copy of the approved Travel Request must accompany the purchasing card reconciliation report when submitted to Finance.

**V. TRAVELERS EXPENSE REIMBURSEMENT REQUIREMENTS**

- A. All requests for reimbursement of travel expenses must be itemized on the Travel Expense Report (BCC-7). For Class A and B this would include all advance payments. All expenses charged on the purchasing card must be listed on the TER. Class A or B Travel reimbursement requests must be submitted on a separate BCC-7 form (i.e., Class A and B travel may not be commingled with Class C travel on any report).
- B. All Travel Expense Reports shall be approved by the Appointing Authority or designee, in the absence of the Appointing Authority, and submitted to the Finance Department with required receipts. The authorizing signature cannot be a subordinate of the traveler. Class C travel should be submitted at least quarterly. All travel for the prior fiscal year should be submitted by the end of October to be charged properly.
- C. The Finance Department will determine the accuracy of the report and will return any items that are determined to be ineligible in accordance with this Administrative Order to the Appointing Authority.
- D. Specific instructions for completion of a Travel Expense Report for reimbursement consideration are provided below in subparagraphs 1 through 3 as follows:
  1. Mileage for Privately-Owned Vehicle
    - a. Allowable mileage:
      - 1) Only the mileage determined to be for official business is eligible for reimbursement. The rate of mileage reimbursement is tied to the annual Internal Revenue Service (IRS) mileage reimbursement rate. This rate is updated periodically by the IRS. The Finance Department will update the mileage reimburse rate on the "Travel Expense Report."
      - 2) When an authorized person is required to report to an initial

work location other than their official work location, mileage is allowed only in an amount equal to the difference between the distance from residence to initial work site and the distance from residence to the official work location. If the distance to initial work location is less than the official distance traveled to authorized persons' official work location, then no mileage is allowed.

- 3) Mileage for travel to a residence from the last work location other than the official work location is allowed only in an amount equal to the difference between the distance from the last work location to residence and the distance from official work location to residence. If the distance from the last work location is less than the distance ordinarily traveled, then no reimbursement for mileage is allowable.
  - 4) Those employees working on an emergency basis or special work assignment, as defined and approved by their Department or Office Director, shall be allowed mileage reimbursement when traveling from their residence to an assigned work or task location and when returning to their residence after completion of assignment.
- b. An entry shall be listed for each point of origin to point of destination. Travelers shall indicate the city of origin/destination.
  - c. The specific purpose of every entry shall be stated.
  - d. If reimbursement is claimed for meals or per diem, the time of departure and return shall be shown.
  - e. In-County Mileage – Any mileage traveled within the County shall be shown in the "Map Mileage Claimed" column.
  - f. Out-of-County Mileage – Any mileage traveled to an out-of-County destination shall be shown in the "Map Mileage Claimed" column.
  - g. Traveler and Appointing Authority or designee, in the absence of the Appointing Authority, must sign certification statement on all Travel Expense Reports. The authorizing signature cannot be a subordinate of the traveler. Travel Expense Reports must be typed or completed in blue or black ink and legible.
  - h. A copy of a MapQuest (or similar service) printout verifying the miles of travel requested for reimbursement must be submitted with the travel expense report form as supporting

documentation. However, if there are locations frequently traveled, a mileage matrix may be developed to these locations and submitted to the Finance Department for approval. If the Finance Department approves the mileage matrix, a copy of matrix must be submitted with the travel expense report form as supporting documentation.

2. Incidental Expenses

- a. The following expenses shall be authorized for reimbursement when incurred while on travel status:
  - 1) Taxi and ferry fares
  - 2) Tolls
  - 3) Storage and parking fees
  - 4) Official communications
  - 5) Convention registration fees
  - 6) Fuel for County vehicle if County credit card is not used
  - 7) Private Cellular Telephone
- b. The amount and type of incidental expenses shall be listed on the report under the "Incidental Expenses" column.
- c. A substantiated paid receipt for each expense must accompany the report for reimbursement.

3. Class A and B Expenses

- a. The time of departure and time of return must be shown for all travel.
- b. If the travel is complimentary, the abbreviation "Comp" shall be inserted in the "Map Mileage Claimed" column.
- c. If a County vehicle is used for travel, "CV" shall be inserted in the "Map Mileage Claimed" column.
- d. If a common carrier is the mode of travel, the initial of the common carrier shall be inserted in the "Map Mileage Claimed" column. Receipts must accompany the report.
- e. If a private vehicle was used, the mileage must be shown on the report as specified for mileage for a privately owned automobile.
- f. If single occupancy lodging and meals, or per diem is claimed, the amounts claimed shall be itemized in the "Per Diem, Meals, Lodging" column. Itemized receipts for lodging (includes expenses paid in advance) must accompany each report for any Class A or B travel reimbursement.

**E. FRAUDULENT CLAIMS**

1. Any traveler requesting reimbursement for false or fraudulent travel expenses is subject to legal prosecution and/or discipline in accordance with the Brevard County Merit System rules and regulations.
2. All travelers requesting reimbursement shall certify that the statement of travel expenses are true and correct and incurred in the conduct of County business for a public purpose authorized by law.
3. Travel and/or reimbursement for the following are not authorized:
  - a. Any meals or lodging included in a convention registration fee;
  - b. Transportation or mileage when gratuitously transported or when transported by another traveler who is entitled to mileage or transportation;
  - c. Expenses incurred using an indirect route for convenience of the traveler;
  - d. Travel for the purpose of job placement activities;
  - e. Expenses for tips.
4. Travel Requests submitted after the fact will be submitted to the Board for approval.

**F. HOTEL ACCOMMODATIONS**

1. Hotel name and daily rate along with a copy of the confirmation will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.
2. Only hotel rates that are considered as reasonable for the locale will be approved.
3. Any meals included with lodging fee will not be paid. This does not include meals such as a continental breakfast.

**G. RENTAL CARS**

1. Rental car requests, including car size, will be submitted in advance on the Travel Request (Form BCC-8) for pre-approval by the appropriate Appointing Authority or designee, in the absence of the Appointing Authority.
2. Rental car size will be dependent on the number of travelers utilizing the vehicle.
  - a. One (1) to two (2) traveler(s) – compact car.
  - b. Three (3) to four (4) travelers – mid-size car.
  - c. Five (5) or more travelers – van.

#### H. TRAVEL REWARDS PROGRAMS

1. Frequent Flyer Miles (FFM) or hotel rewards received by employees in connection with official travel are due to the County and may not be retained by the employee. When traveling for County business and a travel rewards program is available, the employee shall sign up for the program to retain employee FFM and/or a company bonus program miles, or hotel credits to retain on behalf of the County.
2. The reward miles or credit shall be the property of the County both when the County directly pays for the travel or lodging and when the employee pays for the travel and lodging and is reimbursed by the County.

#### VI. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

 6/12/18  
Frank Abbate, County Manager      Date



**EXHIBIT D**  
**CONTRACT LIST, IF REQUIRED, FROM CONSULTANT**



**Central Services Department**

2725 Judge Fran Jamieson Way  
Building C, Suite 303  
Viera, Florida 32940

**TO:** Commissioner Pritchett, Chair, Board of County Commissioners  
**THRU:** Frank Abbate, County Manager *[Signature]*  
**FROM:** Steven A. Darling, Jr., Central Services Director *[Signature]*  
**DATE:** July 19, 2021  
**SUBJECT:** Contract for Execution, Auto Parts Commodities and Services

*file*  
*8/4/2020*

On August 4, 2020, the Board of County Commissioners, in regular session approved Purchasing Services to solicit and award commodities and services for FY 2020/2021. The Board also approved authorizing the Chair to execute all contracts and contract related documents that exceed \$100,000.00. Enclosed are 4 original contracts between the County and Genuine Parts Company, d/b/a NAPA Auto Parts for supplying auto parts to Brevard County Fleet Services. This commodity and service contract was competitively procured via the County Purchasing Services Department and in accordance with Board Policy, BCC-25, Procurement.

The County Attorney's Office and Risk Management have reviewed the attached Contract, per the enclosed executed AO-29, Initial Contract Form.

Upon execution, the Contract will be sent to the Clerk of Court for attestation and returned to NAPA Auto Parts.

Should you have any questions or concerns, please contact me at (321) 617-7390.

Thank you.

**Enclosures:**

1. Contract for Services (4 originals)
2. Board Approval Memorandum from Brevard County Clerk (3 pages)
3. AO-29 Initial Contract Review Form with required signatures

**INTEGRATED SUPPLY CONTRACT  
BETWEEN GENUINE PARTS COMPANY  
AND BREVARD COUNTY**

This Integrated Supply Contract (the "Contract") is entered into by and between the following Parties: the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Genuine Parts Company (GPC), dba NAPA Auto Parts, a Georgia corporation, hereinafter referred to as CONTRACTOR.

**RECITALS**

**WHEREAS**, the COUNTY is desirous of obtaining a source of supply for auto, truck, trailers, generators and equipment in accordance with all applicable federal, state, and local laws, rules and regulations; and

**WHEREAS**, CONTRACTOR was selected pursuant to a competitive bidding and selection process by the COUNTY Bid B-5-21-44 Fleet and Facility Related Vendor Management Inventory and Logistics Management solutions "Exhibit A" (CONTRACTOR submittal), which is attached and incorporated by this reference; and

**WHEREAS**, the provision of such services will mutually benefit the Parties and the residents of Brevard County, Florida.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, hereinafter set forth, the Parties agree as follows:

1. **RECITALS**. The Recitals above are true and correct and incorporated by this reference.
2. **DEFINITIONS**. For purposes of this CONTRACT, the following terms shall have the meaning set forth below:
  - a. ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by CONTRACTOR.
  - b. ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which CONTRACTOR maintains no ownership interest.
  - c. ***Primary Supplier*** shall mean the parts supplier that provides a minimum of fifty-one percent (51%) of the automotive replacement parts and other supplies and/or equipment (the "Inventory") needs of the COUNTY.
3. **COUNTY'S CURRENT LOCATION**. CONTRACTOR will establish On-Site Store(s) at the COUNTY'S following location(s):

Central Fleet Services

4694 N Wickham Road  
Melbourne, FL 32935

Additional locations in the COUNTY may be added to this CONTRACT but only by a written amendment executed and agreed to by both Parties.

**4. SCOPE OF THE WORK.** CONTRACTOR shall have the following duties and responsibilities during the term of this CONTRACT:

a. CONTRACTOR will operate any On-Site Store(s) and provide the Inventory to COUNTY at those location(s) designated in this Contract. CONTRACTOR shall provide all personnel required to operate the On-Site Store(s).

b. In those circumstances when delivery is required by COUNTY, CONTRACTOR will provide parts to COUNTY's locations on a route operated by CONTRACTOR on a daily schedule. In addition, CONTRACTOR will accelerate delivery on those items COUNTY requires to be delivered on an expedited basis. CONTRACTOR will make all reasonable efforts to ensure prompt delivery to the COUNTY's location(s) which are requesting part(s).

c. CONTRACTOR shall provide all computers and reports necessary to monitor monthly expenses pertaining to the daily operation of the On -Site Store(s). CONTRACTOR shall provide computer ordering and cataloging to COUNTY at each On-site Store through its proprietary TAMS (Total Automotive Management System), which system CONTRACTOR fully owns and will not assign nor leave with COUNTY upon termination or expiration of this CONTRACT.

d. CONTRATOR shall provide an Operating Costs Statement of the parts operations to the COUNTY on the 25th day of each month for each On-Site Store.

e. During non-working hours, CONTRACTOR shall provide back-up emergency service for contingencies, responding within two hours of notification. The overtime expense (calculated at time of and one half) will be charged on a cost basis to COUNTY. CONTRACTOR will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

**5. DUTIES AND RESPONSIBILITIES OF COUNTY.** COUNTY shall have the following duties and responsibilities during the term of this Agreement:

a. COUNTY shall provide, at its sole expense, usable space for both the CONTRACTOR's On-Site Store(s) and CONTRACTOR's Inventory. COUNTY shall provide access to restroom facilities for CONTRACTOR employees. Further, COUNTY shall furnish, at its sole expense, all utilities for the On-Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, and all other utilities and services rendered or delivered to the On-Site Store(s) whatsoever. CONTRACTOR will stock the restroom facility, and COUNTY will provide the janitorial services for the restroom.

b. COUNTY shall use CONTRACTOR as its Primary Supplier of the Inventory under this Agreement. COUNTY reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts

does not result in CONTRACTOR no longer being COUNTY's Primary Supplier.

c. COUNTY will provide a lockable door at each On-Site Store location for CONTRACTOR to appropriately secure or otherwise maintain CONTRACTOR's store separate and apart from the business of COUNTY. CONTRACTOR is responsible for securing its store at all times. The Parties agree that neither Party shall seek to intermingle COUNTY's part(s) or other inventory with CONTRACTOR's parts or inventory. CONTRACTOR shall have the responsibility for ensuring that only CONTRACTOR or NAPA-Jobber parts are in its store. Access to the secured On-Site Store(s) shall be restricted to CONTRACTOR employees and authorized CONTRACTOR representatives only. Once per year CONTRACTOR shall utilize a third party to perform an Inventory count in the On-Site Store while accompanied by CONTRACTOR. COUNTY'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a CONTRACTOR employee or other authorized CONTRACTOR representative.

d. COUNTY shall, at all times during the term of this Agreement, at COUNTY'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to CONTRACTOR's employees, the Inventory or other CONTRACTOR property located in the On-Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On-Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On-Site Store(s) but serving the On-Site Store(s). CONTRACTOR shall be responsible to inform COUNTY in writing promptly of any facility issue requiring maintenance or repair affecting the On-Site Store.

e. COUNTY shall provide information regarding equipment and fleet changes to CONTRACTOR as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **TERM.** This CONTRACT shall begin on the Effective Date and continue for three (3) years. This CONTRACT may be renewed by mutual agreement of the Parties for two (2) additional one (1) year periods.

7. **PAYMENT/TERMS/PRICING.** CONTRACTOR shall invoice the COUNTY for all Inventory purchased pursuant to this CONTRACT on a monthly basis according to the pricing plan below. COUNTY shall remit payment to CONTRACTOR for all invoices in accordance with Brevard County Administrative Order AO-33 (copy available upon request) and the Local Government Florida Prompt Payment Act, Florida Statue section 218.70 et seq. No prompt pay discount is available under this Contract.

The overall goal of the CONTRACTOR pricing plan is to achieve an eight percent (8%) net profit for CONTRACTOR (the "Net Profit Target") on product costs based on the following elements:

- a. **Product Costs.** Product Costs shall be further divided into "**NAPA Product Costs,**" which is the pricing of NAPA supplier manufactured products, and

**"Non-NAPA Product Costs"**, which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for COUNTY by CONTRACTOR pursuant to this Contract.

- b. **Outside Purchases or Services Costs.** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by CONTRACTOR.
- c. **Operational Costs.** Any and all costs and expenses associated with the operation of the On-site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to CONTRACTOR employees at the On-site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On-site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of CONTRACTOR, and all equipment supplied by CONTRACTOR.
- d. **Management Fee.** COUNTY shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

**PRICING PLAN SUMMARY**

NAPA Product Costs	Billed to COUNTY at current jobber net store acquisition cost.
Non-NAPA Product Costs and Outside Purchases and Services	Billed to COUNTY at CONTRACTOR's cost plus a zero percent {0%} gross profit rate.
Operational Costs	Billed to COUNTY at cost.
Management Fee	Billed to COUNTY in accordance with the terms below.
Net Profit Target	8% Net Profit for CONTRACTOR

**LINE ITEM PRICING:**

**Management Fee:**

**Operational Costs:**

Parts Cost <u>plus</u> Markup Percentage	Monthly On-Site Employee Costs including all payroll taxes, benefits and overhead	
Markup%	Monthly Price	Yearly Price

8%	\$ 8,500.00	\$ 102,000.00
----	-------------	---------------

NAPA Product Costs shall be billed to the COUNTY at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be set by CONTRACTOR to yield a gross profit of zero percent (0%). Operational costs will be charged to COUNTY at cost, with all such charges for Operational Costs to be included in COUNTY's monthly billing statement. COUNTY will be billed at the end of each month for operational costs on an "in arrears" basis.

COUNTY shall pay to CONTRACTOR on a monthly basis a management fee equal to eight percent (8%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the COUNTY during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

The Parties agree to work together in good faith to promptly resolve any disputed invoices. CONTRACTOR will provide parts credit to the COUNTY for any defective or warranty parts at the time they are returned to CONTRACTOR (through the parts counter) with a credit memo invoice issued to the COUNTY.

**8. INDEMNIFICATION.** CONTRACTOR shall indemnify and hold harmless COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of or resulting from: (i) the negligent acts or omissions or intentional misconduct of CONTRACTOR, its employees, officers, directors or agents hereunder; (ii) the breach of any provisions hereunder by CONTRACTOR; and (iii) CONTRACTOR's violation of any applicable laws, rules and regulations. CONTRACTOR's indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR, under workers' compensation acts, or other related policies of insurance. The Parties acknowledge specific consideration has been exchanged for this provision. CONTRACTOR shall in no way be liable to COUNTY for the negligent acts or omissions or intentional misconduct of COUNTY, its employees, officers, directors or agents.

**9. MODIFICATIONS TO CONTRACT.** This Contract, together with any exhibits, constitutes the entire agreement between the COUNTY and CONTRACTOR and supersedes all prior written or oral understandings. This Contract and any exhibits may only be amended or supplemented by a written instrument duly executed by the Parties hereto.

**10. INSURANCE - CONTRACTOR.** CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to COUNTY, with combined single limits of not less than one million dollars (\$1,000,000) for bodily injury

and property damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage for all owned, non-owned, and rented vehicles with a combined single limit for each occurrence of one million dollars (\$1,000,000).

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On-Site Store(s), as required by State of Florida law.

d. **Insurance Certificates:** CONTRACTOR shall provide COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in an industry standard Acord form. Said general liability Policies shall provide that the COUNTY be an additional insured to the extent of CONTRACTOR's indemnification obligations herein. The COUNTY shall be notified in writing by the Carrier 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 who are reasonably acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

e. **Personal Property:** In addition, CONTRACTOR shall maintain personal property insurance during the term of this Contract in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by CONTRACTOR that is located at the On-site Store(s).

#### **11. INSURANCE - COUNTY.**

a. COUNTY shall provide at its sole expense "all risks" fire and property insurance on all buildings and/or improvements in which the On-Site Store(s) are located throughout the term of the Contract. Further, COUNTY shall, throughout the term of this Contract, at COUNTY'S expense, obtain and maintain in force a policy of commercial general liability insurance, such insurance to be written on an "occurrence" basis with combined single limits for any one injury, including death, and for property of not less than \$1,000,000.00 per occurrence. Said policy shall be issued by responsible company(ies) who are reasonably acceptable to CONTRACTOR and authorized to transact business in the State of Florida. COUNTY shall further maintain during the term of this Contract worker's compensation insurance coverage in amounts required by law. COUNTY shall provide to CONTRACTOR, upon execution of this Contract, a copy of all Certificates of Insurance evidencing the insurance coverages above.

b. Nothing in this Contract shall be construed to waive sovereign immunity, the limited waiver set forth in Florida Statute 768.28, or any of the provisions/caps on payment of claims/judgments set forth in section 768.28(5), Florida Statutes.



**12. NO LIENS.**

- a. COUNTY warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of CONTRACTOR located in the On-site Store(s).
- b. COUNTY agrees and acknowledges that Inventory that is delivered and stored on COUNTY's property pursuant to this Contract is Inventory owned by CONTRACTOR, and such Inventory is consignment Inventory.

**13. PERSONNEL.** CONTRACTOR and COUNTY shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-site Store(s). In the event that COUNTY for any reason wishes to remove or replace any of the CONTRACTOR personnel in the On-site Store(s), the Parties will attempt to resolve COUNTY's request by mutual agreement. However, COUNTY may require CONTRACTOR to remove any person(s) from employment at the On-Site Store that the COUNTY deems at its sole and reasonable discretion is necessary in order to comply with Federal or State statutes and regulations.

**14. WARRANTY/LIABILITY DISCLAIMER.** All items supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and CONTRACTOR shall use reasonable commercial efforts to assist the COUNTY in processing all warranty claims that the COUNTY may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the COUNTY in connection with any claims concerning the parts supplied to COUNTY pursuant to this Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to COUNTY upon request. For suppliers (or categories of suppliers) of Non-CONTRACTOR products that COUNTY instructs CONTRACTOR to utilize or consider for future purchases, CONTRACTOR is under no obligation to (and CONTRACTOR disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

Notwithstanding the foregoing, in the event that any product does not conform to the manufacturer's warranty, COUNTY may return such product to CONTRACTOR, and CONTRACTOR will at the time of return, as COUNTY's sole and exclusive remedy and CONTRACTOR's sole liability, process COUNTY's warranty claim with the manufacturer of the defective/non-conforming product and issue a credit or refund to COUNTY for the price of the defective/non-conforming product. If, however, the manufacturer later rejects the COUNTY's warranty claim, CONTRACTOR will bill the COUNTY for the amount of the credit or refund issued to the COUNTY for the returned product, and COUNTY will pay such amount to CONTRACTOR in accordance with the payment terms set forth in Section 5 above.

**15. 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.

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

17. **COMPLIANCE WITH STATUTES.** It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.

18. **E-VERIFY COMPLIANCE.**

A. The CONTRACTOR 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 CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

B. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States 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.

C. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program.

D. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure as grounds for immediate termination of this Contract.

E. 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.

F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

G. COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) 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. **VENUE.** 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. CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to

process being served upon its Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this agreement to federal court. **THE PARTIES AGREE TO WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY.**

**20. ASSIGNMENT.**

- a. CONTRACTOR shall not assign any portion of this Contract without the written permission of the COUNTY. Likewise, COUNTY shall not assign any portion of this Contract without the written permission of CONTRACTOR.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either Party to this Contract may not be assigned without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld.

**21. TERMINATION.**

- a. This Contract may be terminated immediately, unless otherwise stated in this Section, by either Party for cause: (i) in the event that the other Party fails or refuses to pay any amounts due under this Contract, and such failure or refusal continues for thirty (30) days after written notice thereof; (ii) in the event that the other Party fails or refuses to perform any other obligation required under this Contract, and such failure or refusal continues for thirty (30) days after written notice thereof; or (iii) in the event that the other Party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.
- b. Immediately upon termination of the Contract for any reason, COUNTY shall pay to CONTRACTOR all undisputed amounts due and owing to CONTRACTOR at the time of termination.
- c. Each Party shall immediately return to the other Party all equipment, software, books, records, tools and any other personal property or information owned by the other Party that are in such Party's possession.
- d. COUNTY shall allow CONTRACTOR full and unrestricted access to enter into the On-Site Store(s) and immediately remove all equipment and other items of personal property owned by CONTRACTOR without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by CONTRACTOR under this Contract will be returned to COUNTY, provided that the Parties agree that COUNTY will keep a copy of said inventory records, sales history, sales analysis and other information as required by Florida's public records and records retention rules.

**22. TERMINATION FOR CONVENIENCE.**

- a. Either Party may terminate this Contract at any time for its convenience by giving the other Party thirty (30) days prior written notice of such termination.
- b. Final payment and return of property, etc., shall be as provided in Paragraph 21(b) through (d) above.

**23. BUY-BACK OF INVENTORY.**

- (a) Non-NAPA branded Inventory. Upon the expiration, termination, or non-renewal of this Contract, COUNTY shall purchase from CONTRACTOR at CONTRACTOR's then-current acquisition cost: (i) all Initial Non-NAPA branded Inventory (as defined below) owned by CONTRACTOR and located at the On-Site Store and (ii) all Approved Non-NAPA branded Inventory (as defined below) that was purchased for COUNTY following the Effective Date of this Agreement and that is owned by CONTRACTOR and located at the On-Site Store. "Initial Non-NAPA branded Inventory" shall mean all Non-NAPA branded Inventory existing at the On Site Store as of the Effective Date of this Contract. Promptly following the Effective Date of this Contract, CONTRACTOR will provide to COUNTY a report listing all such Non-NAPA branded Inventory. "Approved Non-NAPA branded Inventory" shall mean all Non-NAPA branded Inventory that was included within each Monthly Non-NAPA Parts Inventory Report (as defined below) and approved by the COUNTY in accordance with the terms, conditions and procedures set forth in subsection 23(a)(i) below.
  - (i) Within five (5) business days of the end of each month, CONTRACTOR shall submit to COUNTY a monthly report that itemizes all Non-NAPA branded Inventory that was purchased for the COUNTY in the immediately preceding month (the "Monthly Non-NAPA Parts Inventory Report"). Such Monthly Non-NAPA Parts Inventory Report shall, at a minimum, contain a full listing of such Non-NAPA branded Inventory by part line, part number, part description, part quantity, and part cost. COUNTY shall review such report and within ten (10) days of COUNTY's receipt of such report provide CONTRACTOR with its written approval of which Non-NAPA branded Inventory may be included within COUNTY's obligation to purchase in accordance herewith; provided, however, that COUNTY will not be permitted to reject any Non-NAPA branded Inventory that CONTRACTOR cannot return to the applicable manufacturer or supplier. Such inventory will be deemed approved for purposes hereof. If CONTRACTOR returns any Non-NAPA branded Inventory to the manufacturer or supplier due to the COUNTY's rejection thereof, the COUNTY will be responsible for and will pay to CONTRACTOR all restocking and other applicable fees incurred by CONTRACTOR. Further, COUNTY's failure to review a report and provide CONTRACTOR with its written approval or rejection of which Non-NAPA branded Inventory may be included within the COUNTY's obligation to purchase within the time frame set forth above shall be deemed an approval by COUNTY of all the Non-NAPA branded Inventory set forth on the report.

Once COUNTY approves specific Non-NAPA branded Inventory included within a specific Monthly Non-NAPA Parts Inventory Report, it cannot, in a later month, reject such specific Non-NAPA branded Inventory. Also, once Non-NAPA branded Inventory is included within a specific Monthly Non-NAPA Parts Inventory Report, COUNTY will be obligated to purchase such inventory at the expiration, termination, or non-renewal of this Contract. Furthermore, the Parties acknowledge that CONTRACTOR's failure to submit the Monthly Non-NAPA Parts Inventory Report to COUNTY shall not constitute a default under the terms of this Contract, but will make Non-NAPA branded Inventory that has yet to be approved for purchase to be ineligible from being included within COUNTY's purchase obligation as set forth herein.

- (b) NAPA branded Inventory. Upon the expiration, termination or non-renewal of this Contract, COUNTY will have the option, which may be exercised in the COUNTY's sole and absolute discretion, to purchase any NAPA branded Inventory held by CONTRACTOR pursuant to this Contract. If COUNTY elects to purchase any such NAPA branded Inventory, CONTRACTOR will sell such inventory to COUNTY at CONTRACTOR's then-current acquisition cost.

**24. INDEPENDENT CONTRACTOR**. 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 CONTRACTOR or any of its agents or employees to be the agent, employee or representative of the COUNTY. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third-party.

**25. RIGHT TO AUDIT RECORDS**. In 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. All documents, papers, books, records and accounts made or received by the CONTRACTOR in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The CONTRACTOR shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the CONTRACTOR by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY in a format compatible with the information technology systems of the COUNTY.

The CONTRACTOR shall ensure that public records which 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 and following termination of the Contract if the CONTRACTOR does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the CONTRACTOR may transfer at no cost to the COUNTY, all public records in possession of the CONTRACTOR. If the CONTRACTOR transfers all public records to the COUNTY upon termination of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**26. PUBLIC RECORDS.**

a. All documents, papers, books, records and accounts made or received by the CONTRACTOR in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the performance of this Contract and for a period of five (5) years after final payment is made, or otherwise required by law. CONTRACTOR shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, or CONTRACTOR turns said records over to COUNTY.

b. All records or documents created by or provided to the CONTRACTOR by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY in a format compatible with the technology systems of the COUNTY. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

c. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. CONTRACTOR agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CONTRACTOR, to include emails, email addresses, a copy of this Contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

d. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).

e. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records must be provided to anyone making a public records request. It will be the CONTRACTOR's duty to identify any

information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

f. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. The COUNTY shall direct individuals requesting public records to the public records custodian listed below. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request and CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the COUNTY can comply with the requirements of section 119.07, Florida Statutes. CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

g. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be CONTRACTOR's obligation to provide the COUNTY within a reasonable time of notification by the COUNTY to CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

h. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, CONTRACTOR agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as CONTRACTOR in defending such action.

CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

i. Should CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the Party requesting the records and may be subject to criminal penalties. CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

j. CONTRACTOR shall 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.

k. Upon completion of the Contract, CONTRACTOR shall transfer, at no cost, to the COUNTY all

public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CENTRAL SERVICES, KATHERINE WILLIAMS, AT 321-617-7390, KATHERINE.WILLIAMS@BREVARDFL.GOV.**

**27. DAMAGE OF PREMISES.**

CONTRACTOR may terminate this Contract immediately in the event that the COUNTY's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the COUNTY's premises unusable for the On-Site Store(s) in the reasonable judgment of CONTRACTOR.

**28. SUCCESSORS AND ASSIGNS.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing the rights and obligations of either Party to this Contract may not be assigned without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld.

**29. FEDERAL TAX ID NUMBER.** CONTRACTOR shall provide to the COUNTY its Federal Tax ID Number.

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

**31. 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**32. CONSTRUCTION OF AGREEMENT.** This Contract, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This



Contract shall not be modified except in writing and executed by all Parties. This Contract supersedes all prior agreements and negotiations respecting such matter. 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.

**33. NOTICE.** Notice under this Contract shall be given in writing and shall be deemed delivered upon receipt by certified mail or hand delivery as follows: Brevard County, 2725 Judge Fran Jamieson Way C303, Viera, FL 32940 and Notice shall be given to CONTRACTOR by certified mail or hand delivery as follows: Patrick Wolfe, Division Office, 11718 N. Florida Avenue, Tampa, FL 33612.

**34. COUNTERPARTS.** This Contract may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**35. SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

**36. SCRUTINIZED COMPANIES LIST.**

- a. The CONTRACTOR certifies that it and its subcontractors are 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 or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.
- b. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
- c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors 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 business operations in Cuba or Syria during the term of the contract.
- d. The CONTRACTOR agrees to observe the above requirements for applicable

subcontracts entered into for the performance of work under this contract.

- e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

**37. CONFLICTS OF INTEREST.** No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed by CONTRACTOR.

**38. NON-DISCRIMINATION.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this CONTRACT because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**39. NON-EXCLUSIVE CONTRACT.** Subject to the COUNTY's obligation to use CONTRACTOR as its Primary Supplier, The Parties acknowledge that this Contract is not an exclusive contract 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 reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

**40. FEMA ADDENDUM.** The attached FEMA Addendum is attached and incorporated to this Contract by this reference.

**41. EFFECTIVE DATE.** This Contract is effective on the date last written below.

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their duly authorized representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

ATTEST:

  
Rachel M. Sadoff, Clerk

Board of County Commissioners of  
Brevard County, Florida

By: 

Rita Pritchett, Chair


Date JUL 20 2021  
signed \_\_\_\_\_

As Approved by the Board on 08/04/2020

Reviewed for legal form and content:

  
Christine Schverak, Assistant County Attorney

Genuine Parts Company

By:   
Signature

By: Donny Frankl - President NAPA TAMPA  
Printed name and title

Date: 7-15-2021