



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.3.

3/7/2023

Subject:

Request for Proposal (RFP) for a Municipal Incorporation Feasibility Study for Merritt Island.

Fiscal Impact:

The County received two proposals outside the County's competitive procurement process. One proposal received (BJM Consulting, Inc.) was not-to-exceed \$40,000. Another proposal received (Public Finance Management) was a fixed fee basis of \$112,500.

Dept/Office:

Central Services/Purchasing Services

Requested Action:

It is requested that the Board of County Commissioners discuss the lack of response to the Request for Proposals (RFP) and the two proposals subsequently received by the County and give staff direction regarding a municipal incorporation feasibility study for the unincorporated area of Merritt Island.

Summary Explanation and Background:

On January 10, 2023, the Board authorized the County to issue a Request for Proposal (RFP) to select a qualified Consultant to conduct a municipal incorporation feasibility study for the unincorporated area of Merritt Island and identify a funding source for the study.

On January 30, 2023, Purchasing Services advertised an RFP on the County's official website, the County's vendor platform that accepts electronic submissions, and sent it to selected consultants/universities that have conducted such studies before.

The RFP opened on February 21, 2023, at which time the County didn't receive any proposals. However, there were 29 firms that downloaded the RFP from the County's vendor platform. Purchasing Services contacted all the firms that downloaded the RFP to determine why they hadn't submitted a proposal. The responses that we received from the vendors that responded were the turnaround time was too quick, decided not to pursue, didn't have the qualifications, or the vendor was too busy. However, one firm that downloaded the RFP was interested (Public Finance Management "PFM") and submitted a proposal on February 28, 2023, along with a biographical profile of the team's experience. Purchasing Services received another proposal (BJM Consulting, Inc.) on March 2, 2023. Both proposals that were submitted are attached for the Board's review and consideration.

Staff is seeking direction from the Board on the following options:

1. Select the proposal received from:

- a. Public Finance Management "PFM" fixed fee basis of \$112,500; or
 - b. BJM Consulting, Inc., not-to-exceed \$40,000
2. If the Board chooses to select a firm from either of the two above-referenced proposals received:
 - a. Waive the Board's Procurement Policy.
3. Consistent with the Board's discussion at January 10, 2023, meeting, allocate the use of District 3 available funds, up to \$60,000, and authorize the use of available resources from District 2, to fund the balance of the study, if any.
4. Authorize the County Attorney to develop a Contract for the consulting services necessary to conduct a municipal incorporation feasibility study for the unincorporated area of Merritt Island and authorize the Chair to execute the Contract.
5. Authorize the County Manager to do the necessary budget change request to accomplish Board direction.

Clerk to the Board Instructions:



March 8, 2023

MEMORANDUM

TO: Kathy Wall, Central Services Director

RE: Item I.3., Request for Proposal (RFP) for a Municipal Incorporation Feasibility Study for Merritt Island

The Board of County Commissioners, in regular session on March 7, 2023, approved proposal 'B' from BJM Consulting, Inc. at a cost not-to-exceed \$40,000; authorized waiving the Board's Procurement Policy; approved allocating District 3 funds to pay for the study; directed the County Attorney's office to develop a contract for the consulting services necessary to conduct a municipal incorporation feasibility study for the unincorporated area of Merritt Island; authorized the Chair to execute the contract; and authorized the County Manager to do the necessary Budget Change Request to accomplish this Board direction.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

cc: Each Commissioner
County Manager
County Attorney
Finance
Budget

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Melissa Pope mclissa.pope@brevardfl.gov		(321) 617-7390 Ext. 59333		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523					
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on VendorLink.					
RELEASE DATE: 01/30/2023		PROPOSAL TITLE Brevard County Merritt Island Incorporation Feasibility Study		PROPOSAL NUMBER: P-3-23-07	
PROPOSAL OPENING DATE AND TIME: 02/21/2023 @ 3:00 pm				PRE-PROPOSAL DATE, TIME, AND LOCATION: A non-mandatory pre-proposal meeting will be held on February 7, 2023, at 11:00 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940	
☐ Mandatory ☒ Non-Mandatory				THE PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	

▼ THE 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 proposal," state the reason: 	
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal 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 the information provided in this RFP is true and correct. X AUTHORIZED SIGNATURE (MANUAL) NAME (PRINTED/TYPED) TITLE DATE	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this _____ day of _____, 20____.		(AFFIX SEAL OR STAMP)
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:		AMOUNT:	
Yes ☐	No ☒	BID BOND	None
Yes ☐	No ☒	PERFORMANCE BOND	None
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	None
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:		BOND AMOUNT UP TO:	
\$ 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 CURRENT 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 the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- 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 Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the 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 or proposal, which conforms in all respects to the requirements of the solicitation, 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.
- 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 PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation

will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: [VendorLink](#)

6. **CLARIFICATION/CORRECTION OF PROPOSAL 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, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 6 Information and Clarification.. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful 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 Proposal.

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:** Contractor 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 term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County 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 Proposal 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. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are

determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor 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 Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the 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 issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
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 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. 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 Proposal 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, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
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 Proposal 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 Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, 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 Proposal 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 Proposal.
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 Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal 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 CONTRACTS WITH OTHER GOVERNMENT 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 proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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 Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals 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 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.

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

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.
33. 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. The County does not exempt itself from permitting requirements. The County 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.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **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 Contract by which an interest is retained by the seller.
38. **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.
39. **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.
40. **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.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this 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.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the 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.

44. **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, and must be made no later than 48 hours prior to the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the 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 Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored 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.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed. The sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the 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.
48. **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.
49. **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 proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The 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 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.
51. **RIGHT TO AUDIT RECORDS:** In 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. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
52. **UNAUTHORIZED ALIEN WORKERS:** In accordance with Section 448.095, Florida Statutes, the 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
53. **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 119.07(1)(e) and (f), 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 RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE 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.

55. **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.

56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor 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 the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. In the event that a tie still exists after progressing through both options listed above, 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.

57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The 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 PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.

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 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 Hearing Coordinator and the County Attorney or designee may attend. 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*.

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

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A

Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment

in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
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**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
PROPOSAL SCHEDULE**

PROPOSAL SCHEDULE

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

IDENTIFICATION DATE

<u>01/30/2023</u>	RELEASE OF PROPOSAL
<u>02/07/2023 at 11:00 am</u>	NON-MANDATORY PRE-PROPOSAL CONFERENCE <i>2725 Judge Fran Jamieson Way, Building C, Florida Room, Viera, Florida 32940</i>
<u>02/10/2023, at 5:00 pm</u>	DEADLINE FOR QUESTIONS
<u>02/21/2023 at 3:00 pm</u>	PROPOSAL DUE DATE
<u>02/28/2023 at 11:00 am</u>	SELECTION COMMITTEE MEETING <i>2725 Judge Fran Jamieson Way, Building C, Florida Room, Viera, Florida 32940</i>
<u>03/01/2023 at 11:00 am</u>	(if needed) SELECTION COMMITTEE MEETING <i>2725 Judge Fran Jamieson Way, Building C, Florida Room, Viera, Florida 32940</i>
<u>03/21/2023 at 9:00am</u>	SUBMITTAL TO THE BOCC FOR AWARD
<u>07/17/2023 at 5:00 pm</u>	MUNICIPAL INCORPORATION FEASIBILITY STUDY COMPLETED

BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
PROPOSER CHECKLIST

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

- ☐ Four (4) originals and one (1) copy of the proposal, an electronic copy on a USB flash drive
- ☐ Signed/Notarized Request for Proposal
- ☐ Signed Price Sheet (sealed in a separate envelope)
- ☐ Completed Reference Form
- ☐ Completed Foreign Influence Disclosure on Contracts or Grants Having a Value of \$100,000 or More
- ☐ Confirmation of Drug-Free Workplace Form
- ☐ Complete Non-Collusion Affidavit of Prime Proposer
- ☐ Complete Public Entity Crime Form
- ☐ Confirmation of the Company's participation in the U.S. Department of Homeland Security. E-Verify Program

BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposal (RFP) is to select a qualified Consultant to conduct a municipal incorporation feasibility study for the unincorporated area of Merritt Island located within Brevard County, Florida. The study will be conducted in accordance with and satisfy the requirements of Chapter 165, Florida Statutes. Titled Formation of Local Governments.

2. **CONTRACT PERIOD:**

The contract's effective date will be when the Brevard County Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "Selected Consultant," issues a final determination.

3. **BACKGROUND:**

Brevard County, Florida encompasses 1,557 square miles and is located in the heart of Florida's east coast. The County is the tenth largest county in population, among the 67 counties of the State of Florida. The County has experienced an average population growth rate of 1.3% per year during the last decade. The County is home to Kennedy Space Center, the home to Cape Canaveral Air Force Base, Patrick Space Force, and L3 Harris. The County's population is projected to be 648,000 in 2025 and 678,300 in 2030.

4. **CONE OF SILENCE**

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

5. **PROPOSAL SUBMITTAL:**

Please submit **four (4) hard copies and one (1) electronic copy on a USB flash drive** no later than 3:00 PM local time on February 21, 2023. Sealed proposals must be clearly marked as follows:

"RFP P-3-23-07 **BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY**" and return to:

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

All proposals received on or before the due date and time will be opened at **3:00 PM local time on February 21, 2023**, at which time, the names of the firms submitting proposals will be read. No details

of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after the opening of the proposals, whichever occurs first, in accordance with Section 119.071(1), Florida Statutes.

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

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

A non-mandatory pre-proposal meeting will be held at 11:00 am on February 7, 2023, at 2725 Judge Fran Jamieson Way, Building C, Third Floor, Florida Room, Viera Florida 32940. Interested Consultants are encouraged to attend.

☐ **Mandatory** ☒ **Non-Mandatory**

7. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Melissa Pope, Purchasing Services at 321-617-7390 Ext. 59333, or by email at melissa.pope@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency, or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Melissa Pope at melissa.pope@brevardfl.gov. To be given consideration, such requests should be received in writing, in order to receive a response, no later than **February 10, 2023, at 5:00 PM**. All such interpretations and supplemental instructions will be in the form of a written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

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

Proposals will be reviewed, scored, and ranked by a Selection Committee using the evaluation criteria as outlined in the RFP, and may conduct interviews from the top-ranked firms. The Selection Committee will make recommendations to the Board of County Commissioners, who have the sole authority to decide to award, revise, or reject a contract with the "Selected Consultant."

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

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

BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY

PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
SCOPE OF SERVICES

Scope of Services

The Board of County Commissioners of Brevard County, Florida wishes to contract with a qualified Consultant to conduct a feasibility study to evaluate the potential incorporation of Merritt Island, Florida ("Merritt Island"). The municipal incorporation feasibility study will be conducted in accordance with and satisfy the requirements of Chapter 165, Florida Statutes. Merritt Island is currently located in unincorporated Brevard County, Florida ("Brevard County"). Merritt Island is a peninsula that is joined to the mainland on the north end of Brevard County's mainland. The Indian River forms the western shoreline of Merritt Island for its entire length and the Banana River forms most of the eastern shoreline.

The purpose of Chapter 165, Florida Statutes is to provide standards, direction, and procedures for the formation of municipalities in the State of Florida. In order to inform the State of Florida Legislature ("Legislature") of the feasibility of a proposed incorporation of a municipality, a feasibility study shall be completed and submitted to the Legislature no later than the first Monday, September 4, 2023, before the 2024 regular session of the Legislature during which the municipal charter would be enacted by the voters of the affected unincorporated area of Merritt Island.

The municipal incorporation feasibility study shall be completed by July 17, 2023, and will include the following:

A. Feasibility Study to include the required components [F.S. § 165.041].

- 1) Location of the proposed incorporation area and a map of the area that identifies the proposed change [F.S. § 165.041(1)(b)1.].
- 2) Consultation with COMMITTEE to develop proposed boundaries to the proposed incorporation area. Major reasons for proposing boundary change [F.S. § 165.041(1)(b)2.].
- 3) Consultation with COMMITTEE to develop such reasons. Characteristics of Merritt Island [F.S. § 165.041(1)(b)3.].
 - a) List of current land use designations under the COUNTY'S Comprehensive Plan [F.S. § 165.041(1)(b)3.a.].
 - b) List of current zoning designations under the COUNTY'S land development regulations [F.S. § 165.041(1)(b)3.b.].
 - c) General statement of present land use characteristics of the proposed incorporation area [F.S. § 165.041(1)(b)3.c.].
 - d) Description of proposed development, if any, and a statement of when actual development is expected to begin if known [F.S. § 165.041(1)(b)3.d.].
 - e) List of all public agencies falling within the boundaries of the proposed incorporation area [F.S. § 165.041(1)(b)4.].
 - f) List of current services being provided within the proposed incorporation area [F.S. § 165.041(1)b.5.].
 - g) List of proposed services to be provided within the proposed incorporation area, and the estimated cost of such proposed services [F.S. § 165.041(1)b.6.].
 - h) Names and addresses of officers or persons submitting the proposal under [F.S. § 165.041(1)(b)(7)].

B. Fiscal and Operational Plan for the City of Merritt Island [F.S. § 165.041(1)(b)8.], including, but not limited to:

- 1) Existing revenue sources [F.S. § 165.041(1)(b)8.a.], including, but not limited to –
 - a) Ad Valorem Taxable Value
 - b) Non-Ad Valorem Taxes
 - c) Public Service Taxes
 - d) State Shared Revenues
 - e) Franchise Fees or Taxes
 - f) Intergovernmental Revenues
 - g) License and Permit Fees
 - h) User Fees (Charges for Services)
 - i) Fines and Forfeitures
 - j) Interest Income
 - k) Miscellaneous Income
 - l) Debt Issuance Proceeds
- 2) A five-year operational plan that, at a minimum, includes proposed staffing, building acquisition and construction, debt issuance, and budgets
- 3) Expenditures, including, but not limited to -
 - a) Any Exclusions from Operational Budgets including but not limited to Solid Waste and Water/Wastewater Services
 - b) Contracted Services
 - c) Personnel Expenditures
 - d) Operating Expenditures
 - e) Capital Outlays
 - f) Debt Issuance Costs

C. Data and Analysis to Support that Incorporation is Necessary and Financially Feasible [F.S. § 165.041(1)(b)9.].

D. Evaluation of Available Alternatives to Address Policy Concerns [F.S. § 165.041(1)(b)10.].

- 1) Consult with the COMMITTEE to determine potential alternatives to address policy concerns.

E. Evidence that the Proposed Municipality Meets the Requirements for Incorporation under F.S. § 165.061.

F. Financial and Service Impacts to Brevard County Government if Merritt Island were to incorporate

- 1) Levels of Service
- 2) Staffing
- 3) Revenues
- 4) Expenditures
- 5) County Operated Structures located in the proposed incorporation area (e.g. Fire Rescue)

BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
PROPOSAL FORMAT

Interested Consultants who would like to be considered for this Request for Proposal ("RFP") should submit a Proposal that includes pertinent information relating to the Consultant's experience, qualifications, personnel, availability, and capability to provide and perform all of the services necessary to complete this Proposal in an effective and timely manner. For reasons of maintaining fairness and for ease of evaluation, responses to this RFP must comply with the following directions and must be presented in this format and in the below-described order.

Submittal Format

Submittals shall be printed on 8-1/2 x 11-inch paper, except for the organizational chart, bound in a booklet style, typed in Arial, Calibri, Century Gothic, Franklin Gothic, or Verdana typeface, in at least 12-point size.

Tab 1: Table of Contents

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

Tab 2: Introduction Letter

Provide the below information in the Introduction Letter:

1. Consultant's Basic Information – Consultant's name, mailing address, email address, and phone number(s).
2. Primary Contact Person – Name and contact information for the Consultant's primary contact person. This person will be the contact person for all matters related to the response to this RFP, scheduling, negotiating, and contracting.
3. Authorized Signature – The Introduction Letter which contains the above information must be signed by an authorized officer of the Consultant, certifying the Consultant will accept any awards made as a result of the said submission of the terms contained therein.

Tab 3: Consultant Personnel

Provide the below Information:

1. Organizational Chart – (one-page maximum, up to 11x17) Graphical illustration of the service delivery structure, depicting the team, if any, to include roles and responsibilities in relation to the Scope of Services in this RFP. Clearly indicate if the team member is employed by the Consultant or is a subcontractor. The Organizational Chart should include the office/facility location of each team member. If a team member works at more than one office/facility, please indicate the amount of staff time (in hours per week) allocated to each office facility. The proposed staff should include those individuals anticipated to specifically work on the feasibility study described in the Scope of Services in the RFP and also those who will be responsible for the Consultant's overall performance, including Quality Control. The Organizational Chart should clearly illustrate the lines of authority.
2. Organizational Profile Summary – Provide a summary of how the Organizational Profile can successfully meet the needs and timeframe for the completion of the Scope of Services required in the RFP.
3. Project Manager - Name, office location, background, education, and experience of the consultant's project manager. This person will be the contact person for those professional services performed by the Consultant for Brevard County.
4. Key Team Members - Provide resumes for all key personnel.
 - Name
 - Role in this contract
 - Experience (Years) - Total years of relevant experience.

- Education - Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- Current Professional Certification(s) - Provide information on current relevant professional certification(s), including discipline.

Tab 4: Consultant's Experience

- Provide relative experience in conducting municipal incorporation feasibility studies that were conducted in accordance with and satisfy the requirements of Chapter 165, Florida Statutes.

Tab 5: Consultant's Approach to Conducting the Study

- Explain your Organization's approach in conducting a municipal incorporation feasibility study for the unincorporated area of Merritt Island, Florida in accordance with and satisfy the requirements of Chapter 165, Florida Statutes.

Tab 6: Consultant's Ability to Complete the Study within the Deadline

- Explain your Organization's ability to complete the feasibility study that complies with and satisfies the requirements of Chapter 165, Florida Statutes by July 17, 2023, as outlined in the Scope of Services in the RFP.

Tab 7: Pricing

- Price for completion of a feasibility study in compliance with Chapter 165, Florida Statutes. **Please include your overall pricing in a separate sealed envelope.**

Tab 8: Previous Feasibility Studies Conducted

- Provide copies of previous Feasibility Studies that have been conducted by your Organization in accordance with and satisfy the requirements of Chapter 165, Florida Statutes.

Tab 9: Required Proposal Forms

- Required forms provided

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
EVALUATION METHOD AND CRITERIA**

Evaluation of proposals will be conducted by a selection committee comprised of qualified County staff. The selection committee will evaluate, score and rank all responsive proposals based on the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest-rated proposal in descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend vendors qualified to provide to the County the services required under this RFP.

The following criteria will be used for evaluating Proposals for BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY and will be based on certain objective and subjective considerations as listed below:

Evaluation Criteria

	<u>Score</u>
<u>Compliance with RFP Instructions</u>	
General Compliance with the instructions issued in the RFP (significant noncompliance may be grounds for disqualification)	*
<u>Tab 2: Introduction Letter</u>	Y/N
<u>Tab 3: Consultant Personnel</u>	<u>10</u>
<u>Tab 4: Consultant's Experience</u>	<u>20</u>
<u>Tab 5: Consultant's Approach to Conducting the Study</u>	<u>20</u>
<u>Tab 6: Consultant's Ability to Complete the Study within the Deadline</u>	<u>30</u>
<u>Tab 7: Pricing</u>	<u>20</u>
• Provide pricing in a sealed envelope	
<u>Tab 8: Previous Feasibility Studies Conducted</u>	Y/N
<u>Tab 9: Required Proposal Forms</u>	
• Are all the required forms provided	Y/N
<u>Total Score</u>	<u>100</u>

The award of this contract will be based on the evaluation criteria stated above.

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
PRICE SHEET**

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

Lump Sum Pricing:

\$ _____.

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. Contractors may offer cash discounts for prompt payment but they will not be considered in the determination of the award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of the correct invoice, at the office specified, whichever occurs last.

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

ADDENDUM ACKNOWLEDGMENT

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

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

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

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, the scope of work, specifications, and pricing for Proposal P-3-23-07 FEASIBILITY STUDY MUNICIPAL INCORPORATION.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FEASIBILITY STUDY MUNICIPAL INCORPORATION
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07

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 specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

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

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

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

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

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$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 Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

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

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07**

REFERENCE FORM

REFERENCES – PROJECTS

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

Note: A contact person shall be someone who has personal knowledge of the 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 _____

BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07
DISCLOSURE FORM

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

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

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

- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

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

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

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

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

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

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

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

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

Control of such Foreign country of Concern: _____

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

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

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

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

Company Name _____

Signature: _____ Date: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07**

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 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 Section 287.087, Florida Statutes. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name	P-3-23-07 Feasibility Study Municipal Incorporation RFP Number and Name
Authorized Representative	Position
Print Name	Date
Signature of Authorized Representative	

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07**

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____

County of _____

_____ ("Affiant"), being duly sworn, deposes and says that:

(1) Affiant is _____ of _____, the Proposer that has submitted the attached Proposal;

(2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposal nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposal, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposal, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before _____ me this _____ day
of _____, 20__ .
(Signature)

(Notary Public)

(Title)

My commission expires : _____

(Seal)

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07**

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on 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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Date: _____

**BREVARD COUNTY MERRITT ISLAND INCORPORATION FEASIBILITY STUDY
PLANNING AND DEVELOPMENT DEPARTMENT
P-3-23-07**

**DRAFT CONTRACT
FORM CONTRACT CLAUSES**

THIS Contract made and entered into this _____ day of _____, 2023 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and _____, a business having its primary business location at _____, (hereinafter the "CONSULTANT").

WITNESSETH

WHEREAS, the COUNTY is desirous of obtaining the services of a CONSULTANT to conduct a municipal incorporation feasibility study for the unincorporated area of Merritt Island, Florida located within Brevard County, Florida (hereinafter the "proposed incorporation area") (see Exhibit _). The municipal incorporation feasibility study shall be conducted in accordance with and satisfy the requirements of Florida law, including, but not limited to, Chapter 165, Florida Statutes, in order to determine potential impacts to services provided by the COUNTY in the proposed incorporation area; and

WHEREAS, the COUNTY issued Request for Proposal Brevard County Merritt Island Incorporation Feasibility Study (hereinafter "R.F.P. #P-3-23-07") to solicit the most qualified and experienced CONSULTANT that has conducted municipal incorporation feasibility studies in accordance with and satisfying the requirements of Florida law, including, but not limited to Chapter 165, Florida Statutes; and

WHEREAS, the CONSULTANT was competitively selected from a field of consultants responding to R.F.P. #P-3-23-07, as having the experience and qualifications necessary to conduct a municipal incorporation feasibility study in accordance with the requirements of Florida law; and

WHEREAS, the COUNTY will provide information and factual data, as requested by the CONSULTANT, to assist the CONSULTANT with the feasibility study; and

WHEREAS, the CONSULTANT is responsible for consulting with the Merritt Island Preservation Committee (hereinafter "COMMITTEE") in order to obtain information on potential policy and services provided under the proposed City Charter.

NOW, THEREFORE, in consideration of the covenants herein contained, the sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. **SCOPE OF SERVICES:** The Scope of Services shall include those described in R.F.P. # P-3-23-07 and the CONSULTANT'S submission, which is incorporated in this Contract by reference. In the case of any conflict between these documents, the order of

precedence shall be this Contract, R.F.P. #P-3-23-07, and the CONSULTANT'S submission.

Generally, the COUNTY wishes to contract with a qualified consultant to conduct a feasibility study to evaluate the potential incorporation of Merritt Island, Florida (hereinafter "Merritt Island") and to conduct other analysis it deems necessary and proper to determine the viability of the incorporation. The municipal incorporation feasibility study will be conducted in accordance with and satisfy the requirements of Chapter 165, Florida Statutes. Merritt Island is currently located in unincorporated Brevard County, Florida ("Brevard County"). Merritt Island is a peninsula that is joined to the mainland on the north end of Brevard County's mainland. The Indian River forms the western shoreline of Merritt Island for its entire length and the Banana River forms most of the eastern shoreline.

The municipal incorporation feasibility study shall include the following, though the CONSULTANT specifically acknowledges that additional information or steps, including consultation with the COMMITTEE, may be required in order for the feasibility study to be processed in accordance with Florida law:

A. Feasibility Study to include the required components [F.S. § 165.041].

- 4) Location of the proposed incorporation area and a map of the area that identifies the proposed change [F.S. § 165.041(1)(b)1.].
- 5) Consultation with COMMITTEE to develop proposed boundaries to the proposed incorporation area. Major reasons for proposing boundary change [F.S. § 165.041(1)(b)2.].
- 6) a) Consultation with COMMITTEE to develop such reasons. Characteristics of Merritt Island [F.S. § 165.041(1)(b)3.].
 - i) List of current land use designations under the COUNTY'S Comprehensive Plan [F.S. § 165.041(1)(b)3.a.].
 - j) List of current zoning designations under the COUNTY'S land development regulations [F.S. § 165.041(1)(b)3.b.].
 - k) General statement of present land use characteristics of the proposed incorporation area [F.S. § 165.041(1)(b)3.c.].
 - l) Description of proposed development, if any, and a statement of when actual development is expected to begin if known [F.S. § 165.041(1)(b)3.d.].
 - m) List of all public agencies falling within the boundaries of the proposed incorporation area [F.S. § 165.041(1)(b)4.].
 - n) List of current services being provided within the proposed incorporation area [F.S. § 165.041(1)b.5.]
 - o) List of proposed services to be provided within the proposed incorporation area, and the estimated cost of such proposed services [F.S. § 165.041(1)b.6.].
 - p) Names and addresses of officers or persons submitting the proposal under [F.S. § 165.041(1)(b)(7)].

B. Fiscal and Operational Plan for the City of Merritt Island [F.S. § 165.041(1)(b)8.], including, but not limited to:

- 4) Existing revenue sources [F.S. § 165.041(1)(b)8.a.], including, but not limited to –
 - m) Ad Valorem Taxable Value
 - n) Non-Ad Valorem Taxes
 - o) Public Service Taxes
 - p) State Shared Revenues
 - q) Franchise Fees or Taxes
 - r) Intergovernmental Revenues
 - s) License and Permit Fees
 - t) User Fees (Charges for Services)
 - u) Fines and Forfeitures
 - v) Interest Income
 - w) Miscellaneous Income
 - x) Debt Issuance Proceeds
- 5) A five-year operational plan that, at a minimum, includes proposed staffing, building acquisition and construction, debt issuance, and budgets
- 6) Expenditures, including, but not limited to -
 - g) Any Exclusions from Operational Budgets including but not limited to Solid Waste and Water/Wastewater Services
 - h) Contracted Services
 - i) Personnel Expenditures
 - j) Operating Expenditures
 - k) Capital Outlays
 - l) Debt Issuance Costs

C. Data and Analysis to Support that Incorporation is Necessary and Financially Feasible [F.S. § 165.041(1)(b)9.].

D. Evaluation of Available Alternatives to Address Policy Concerns [F.S. § 165.041(1)(b)10.].

- 1) Consult with the COMMITTEE to determine potential alternatives to address policy concerns.

E. Evidence that the Proposed Municipality Meets the Requirements for Incorporation under F.S. § 165.061.

F. Financial and Service Impacts to Brevard County Government if Merritt Island were to incorporate

- 6) Levels of Service
- 7) Staffing
- 8) Revenues

9) Expenditures

10) County Operated Structures located in the proposed incorporation area (e.g. Fire Rescue)

2. **COUNTY ASSISTANCE:** Where appropriate, the COUNTY shall make personnel with knowledge of the operation of COUNTY available to assist in providing factual data as it relates to the Scope of Services required under this Contract. This shall include providing information on COUNTY-levels of service, assets, revenues, and expenditures within the boundaries of the proposed incorporation area. It shall not include providing policy assistance on matters including, but not limited to, boundaries of the proposed municipality and services to be provided by the proposed municipality. CONSULTANT agrees that it will seek the assistance of the COMMITTEE where necessary for such input.
3. **TIME FOR PERFORMANCE:** The Contract shall be effective the date of last signature below and shall remain in place until the feasibility study, including any other necessary documents required herein, is completed and accepted by the Florida Legislature in accordance with Chapter 165, Florida Statutes. The parties agree that the CONSULTANT shall have a final draft of the work required herein completed and submitted to the County Manager's Office by July 17, 2023.
4. **PAYMENTS:** COUNTY shall pay the CONSULTANT in a lump sum payment for Services provided under this Contract as provided in Exhibit I to this Contract and made a part of this Contract by this reference. The COUNTY reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work, or for work not provided but invoiced. The COUNTY shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.
5. **INDEMNIFICATION:** The CONSULTANT shall indemnify and hold harmless the COUNTY and its agents and employees from and against 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 negligent, reckless, or intentionally wrongful act or omission of the CONSULTANT, or anyone directly or indirectly employed by the CONSULTANT, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by the CONSULTANT, or anyone for whose acts any of them may be liable, 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 the custodial contractor, under workers' compensation, acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. Nothing herein is intended to nor shall it constitute a waiver of the sovereign immunity of the COUNTY. Further, the COUNTY'S liability 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.

6. **MODIFICATIONS TO CONTRACT:** This Contract, together with any exhibits, and schedule constitute the entire agreement between the COUNTY and the CONSULTANT, and supersedes all prior written or oral understandings. This Contract and any exhibits, and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto.
7. **INSURANCE:** The CONSULTANT, 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, 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 shall be in the minimum amount of One Million Dollars (\$1,000,000) combined with single limits for Bodily Injury and Property Damage per accident.
 - c. **Workers' Compensation Coverage:** Workers' Compensation insurance providing statutory benefits as required in the State of Florida. The CONSULTANT shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the CONSULTANT 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 CONSULTANT shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.
 - d. **Insurance Certificates:** The CONSULTANT shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance in a form(s) acceptable to the COUNTY. Said Liability Policies shall provide that the COUNTY be an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies that are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.
8. **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.

9. **GOVERNING LAW:** This Contract shall be governed, interpreted, and construed according to the laws of the State of Florida.
10. **COMPLIANCE WITH STATUTES:** It shall be the CONSULTANT'S responsibility to be aware of and comply with all federal, state, and local laws.
11. **VENUE:** The venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY.**
12. **ASSIGNMENTS:** CONSULTANT shall not assign any portion of this Contract without prior written permission of the COUNTY.
13. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the Contract provisions, either may notify the other party in writing of the nonperformance and give a reasonable time to correct such failure. If the breaching party fails to correct such issues within the time frame established in the notice, then the nonbreaching party may terminate the Contract or such part of the Contract as to which there has been undue delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work satisfactorily completed prior to the effective date of termination.
- This Contract can be terminated with or without cause upon thirty (30) days written notice to the other party. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work satisfactorily completed prior to the effective date of termination.
14. **INDEPENDENT CONTRACTOR:** The CONSULTANT shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONSULTANT, or any of its agents or employees to be the agent, employee or representative of the COUNTY.
15. **RIGHT TO AUDIT RECORDS; PUBLIC RECORDS:** The COUNTY and its auditors shall be entitled to audit the books and records of the CONSULTANT 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, Florida and its auditors. Such books and records shall be maintained by the CONSULTANT for a period of three (3) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

15.1. In performance of this Contract, CONSULTANT 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 CONSULTANT 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 COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONSULTANT's records related to this Contract at any time during the performance of this Contract and for a period of five years after final payment is made, or otherwise required by law.

15.2. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records, and 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 1 of the State Constitution and Chapter 119, Florida Statutes. 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.

15.3. All records or documents created by the COUNTY or CONSULTANT in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. It is CONSULTANT'S duty to identify any information in records created by CONSULTANT which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically by the CONSULTANT must be provided to COUNTY in a format compatible with the information technology systems of COUNTY.

15.4. CONSULTANT 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 CONSULTANT does not transfer the records to COUNTY.

15.5. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to COUNTY. If COUNTY does not possess the requested records, COUNTY shall immediately notify the CONSULTANT of the request and if CONSULTANT possesses the records, CONSULTANT 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 COUNTY can comply with the requirements of Section 119.07, Florida Statutes. The CONSULTANT may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47 (issued by the County Manager of Brevard County, copy is available upon request), incorporated herein by this reference.

15.6. If CONSULTANT possesses the records, but fails to provide the requested public records to COUNTY within a reasonable time, pursuant to section 119.0701 and 119.10, Florida

Statutes, the CONSULTANT may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONSULTANT'S failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

15.7. Should COUNTY face any legal action to enforce inspection or production of the records within CONSULTANT'S possession and control, CONSULTANT agrees to indemnify COUNTY for all damages and expenses, including attorney's fees and costs. CONSULTANT shall hire and compensate attorney(s) to represent CONSULTANT and COUNTY in defending such action. CONSULTANT shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: [NAME; EMAIL; PHONE NUMBER; ADDRESS]

- 16. UNAUTHORIZED ALIEN WORKERS; EMPLOYMENT VERIFICATION:** 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 CONSULTANT's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

The CONSULTANT 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. All contractors shall meet this requirement unless they are a sole proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 or the Contract is being executed with a company based outside of the United States of America and does not have a corporation or office within the United States of America and does not employ United States of America citizens.

Upon request, the CONSULTANT agrees to provide a copy of the E-Verify Memorandum of Understanding signed by CONSULTANT and the Department of Homeland Security.

CONSULTANT 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 CONSULTANT'S enrollment in the program. This includes maintaining a copy of proof of CONSULTANT'S and any 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.

17. **FEDERAL TAX ID NUMBER:** The CONSULTANT shall provide to the COUNTY their Federal Tax ID Number or, if the CONSULTANT is a sole proprietor, a Social Security Number for financial and tax purposes.

18. **EMPLOYMENT:** The CONSULTANT 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.

19. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

20. **NOTICE:** Notice under this CONSULTANT shall be given by certified mail or hand delivery as follows: _____ and Notice shall be given to the CONSULTANT by certified mail or hand delivery as follows: _____

21. **COUNTERPARTS AND AUTHORITY:** This Contract may be executed in counterparts all of which, when taken together, shall constitute one and the same Contract. Each

party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

22. **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 in full force and effect as though such sentence, provision, paragraph, or section had been omitted. The parties shall use their best efforts to rehabilitate and replace the unenforceable provision(s) of this Contract with lawful terms and conditions in order to implement the original intent of the parties.
23. **INTERPRETATION:** Both parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Contract shall not be more strictly or more harshly construed against either party as the drafter.

24. **OWNERSHIP AND REUSE OF WORK PRODUCT:**

COUNTY agrees to furnish to CONSULTANT, upon request, for inspection and copying, any known documents or data available in the COUNTY'S files pertaining to the work to be performed under this Contract which may be reasonably required by CONSULTANT to be performed under this Contract. To the extent COUNTY provides such documents or data to CONSULTANT for CONSULTANT's use in a project, COUNTY agrees to obtain, or cause to be obtained, any releases, permits or authorization necessary for the use of the documents or data. The COUNTY agrees to hold CONSULTANT harmless for any claims arising with respect to COUNTY's releases, permits or authorization for the use of the documents.

To the extent CONSULTANT provides Work Product that CONSULTANT did not create to COUNTY for its use, CONSULTANT agrees to obtain, or cause to be obtained, any releases, permits or authorization necessary for the use of the Work Product by COUNTY to the same extent that CONSULTANT is required to provide COUNTY in herein. CONSULTANT agrees to be responsible for any claims arising with respect to such use of Work Product provided by CONSULTANT. The CONSULTANT has factored all costs of the use of such Work Product into its proposal and that no additional compensation is owed by COUNTY.

To the extent CONSULTANT creates Work Product under this Contract for COUNTY, then to the extent permissible under the law, the parties agree the Work Product is specially ordered or commissioned as a "work for hire" under 17 United States Code section 101. CONSULTANT agrees that COUNTY is the exclusive owner of all Work Product created under this section, without restrictions or limitations upon its use. When each individual portion of work requested pursuant to this section is complete, all of the Work shall be delivered to the COUNTY for its use. There shall be no additional compensation for the rights and property granted under this section.

To the extent CONSULTANT creates Work Product for COUNTY that falls outside the definition of a "work for hire" under 17 United States Code section 101, by this paragraph, CONSULTANT grants to COUNTY a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license right in the Work Product created by CONSULTANT for COUNTY pursuant to the Contract, without restrictions or limitations upon its use. Such license includes an express right for the COUNTY to further sublicense the Work Product, and to create derivative works, without restriction.

To the extent CONSULTANT creates Work Product for COUNTY that depends upon original notes, working documents, design calculations, computations and plans, 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 COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year last written below.

ATTEST:

Rachel Sadoff, Clerk

BREVARD COUNTY, FLORIDA

By: _____
Rita Pritchett, Chair

Date: _____

As approved by Board on: _____

WITNESS

Signature

Name

CONSULTANT

By: _____
Signature

Date: _____

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State, Zip

Area Code/Telephone Number

SEAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_ by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____



**PFM Proposed Approach and Fees: Brevard County, FL
Municipal Incorporation Feasibility Study for Merritt Island**

Project Scope:

The objective of this engagement would be to develop a municipal incorporation feasibility study for the unincorporated area of Merritt Island located within Brevard County, Florida. The study would be conducted in accordance with and structured to satisfy the requirements of Chapter 165, Florida Statutes. Titled Formation of Local Governments, specifically:

A. Feasibility Study

1. Location of the proposed incorporation area and a map of the area that identifies the proposed change [F.S. § 165.041(1)(b)1.].
2. Consultation with the County and/or identified stakeholders to develop proposed boundaries to the proposed incorporation area and to identify the major reasons for proposing boundary change [F.S. § 165.041(1)(b)2.].
3. Identifying key characteristics of Merritt Island [F.S. § 165.041(1)(b)3.
 - a. List of current land use designations under the COUNTY'S Comprehensive Plan [F.S. § 165.041(1)(b)3.a.]
 - b. List of current zoning designations under the COUNTY'S land development regulations [F.S. § 165.041(1)(b)3.b.].
 - c. General statement of present land use characteristics of the proposed incorporation area [F.S. § 165.041(1)(b)3.c.].
 - d. Description of proposed development, if any, and a statement of when actual development is expected to begin if known [F.S. § 165.041(1)(b)3.d.].
 - e. List of all public agencies falling within the boundaries of the proposed incorporation area [F.S. § 165.041(1)(b)4.].
 - f. List of current services being provided within the proposed incorporation area [F.S. § 165.041(1)(b)5.]



- g. List of proposed services to be provided within the proposed incorporation area, and the estimated cost of such proposed services [F.S. § 165.041(1)b.6.].

For the above analysis, PFM will interview County staff and identified stakeholders, review relevant public documents, and use GIS technology where beneficial.

B. Fiscal and Operational Plan, including, but not limited to:

1. Existing revenue sources [F.S. § 165.041(1)(b)8.a.], including, but not limited to:
 - a. Ad Valorem Taxable Value
 - b. Non-Ad Valorem Taxes
 - c. Public Service Taxes
 - d. State Shared Revenues
 - e. Franchise Fees or Taxes
 - f. Intergovernmental Revenues
 - g. License and Permit Fees
 - h. User Fees (Charges for Services)
 - i. Fines and Forfeitures
 - j. Interest Income
 - k. Miscellaneous Income
 - l. Debt Issuance Proceeds
2. A five-year operational plan that, at a minimum, includes proposed staffing, building acquisition and construction, debt issuance, and budgets.
3. Expenditures, including, but not limited to:
 - a. Any Exclusions from Operational Budgets including but not limited to Solid Waste and Water/Wastewater Services
 - b. Contracted Services
 - c. Personnel Expenditures
 - d. Operating Expenditures
 - e. Capital Outlays
 - f. Debt Issuance Costs

PFM maintains a long-range financial planning budget model that can be customized to address the above factors over the period identified by statute. Inputs will be drawn



from interviews with County operational managers/analysts, stakeholders in the process, and targeted benchmarking of comparable Florida municipalities. All key assumptions will be reviewed with the County and/or identified stakeholders, and will be documented in the study's final report.

C. Data and Analysis to Support that Incorporation is Necessary and Financially Feasible [F.S. § 165.041(1)(b)9.].

D. Evaluation of Available Alternatives to Address Policy Concerns [F.S. 165.041(1)(b)10.].

PFM will consult with the County and/or identified stakeholders to determine potential alternatives to address policy concerns, and will document the associated findings.

E. Evidence that the Proposed Municipality Meets the Requirements for Incorporation under F.S. § 165.061.

F. Financial and Service Impacts to Brevard County Government if Merritt Island were to incorporate:

1. Levels of Service
2. Staffing
3. Revenues
4. Expenditures
5. County Operated Structures located in the proposed incorporation area (e.g. Fire Rescue)

Given the compressed timeline for completion of the study (see below), PFM anticipates a high level of coordination with and cooperation from County management and any other identified stakeholders to compile relevant data and to participate in interviews regarding operational requirements and other considerations.

Deliverable(s): The study will take the form of a narrative, written report, inclusive of data tables, maps, and other supporting analysis. PFM will also be available to present findings at up to two (2) on site meetings and/or hearings.

Timeline: If authorized to proceed in March 2023, the study would be completed for review by July 28, 2023.



Proposed Project Team

This project would be led by the Economics Consulting practice of PFM Group Consulting LLC, in collaboration with the affiliated PFM Financial Advisors LLC for certain analysis. Core members of the project team are identified below, and additional support would be anticipated from one or more senior analysts or analysts from the PFM team, most with masters' degrees in related disciplines such as public administration and city and regional planning, as well as from the group's GIS Specialist and various subject matter experts on land use and municipal finance and budgeting.

- Stan Geberer, Senior Managing Consultant, PFM Group Consulting LLC will lead the general feasibility review and revenue analysis. Stan has been a senior member of the PFM Economics Consulting team since 2019, and served with the practice's predecessor firm, Florida-based Fishkind and Associates, Inc. from 1988 through the firm's acquisition by and integration into the PFM platform four years ago. Over more than four decades at PFM and Fishkind & Associates, Stan has worked with local governments across to evaluate market conditions, demographic trends, and commercial and residential real-estate development, as well as on special projects such as comprehensive land use plan analysis, community redevelopment, strategic planning for businesses and economic development agencies, and environmental economics. Early in his career, Stan served as Research Director for the Broward Economic Development Board, and he earned his B.A. in Economics from Union College.
- Michael Nadol is President of PFM Group Consulting LLC, specializing in public sector financial sustainability. He joined the firm in 2000 and will oversee the project managers assigned to expenditure analysis, as well as the evaluation of financial and service impacts on Brevard County. Nationally, Mr. Nadol has played a lead role in long-range financial planning, for cities, counties, states, and federal agencies. Prior to joining PFM in 2000, Mike served the City and County of Philadelphia, PA as Director of Finance, and he has taught on the adjunct faculty of the University of Pennsylvania's Master of Public Administration program and served for two terms as an appointed adviser to the Government Finance Officers Association (GFOA) Committee on Governmental Budgeting and Fiscal Policy. Mike holds a B.A. in Political Science from Yale University and an M.P.A. from the University of Pennsylvania.
- Kevin Plenzler, Senior Managing Consultant, PFM Financial Advisors LLC, has Kevin has nearly 20 years of experience in economic and real estate consulting, including economic impact analysis, highest and best use land use analysis, and



detailed pro forma analysis associated with real estate transactions. Based in Florida, Kevin has been a senior member of the PFM Economics Consulting team since 2019, joining from the practice's predecessor firm, Fishkind and Associates, Inc. where he worked from 2004 until the firm's acquisition by and integration into the PFM platform. Kevin holds a B.S. in Environmental Engineering Technology from the University of Dayton and an MBA from the University of Florida Warrington College of Business. He is registered as a Municipal Advisor Representative (Series 50).

- Jay Glover, Managing Director, PFM Financial Advisors LLC, will evaluate any debt-related considerations. Jay has more than 20 years of experience providing financial advisory services to cities, counties, school districts and special authorities throughout the southeast. Based in Orlando, Jay has served as project manager on over 500 transactions with a total par amount of over \$15 billion. He is a registered Municipal Advisor Representative (Series 50).

Fee Estimate:

PFM Proposes to conduct the Municipal Incorporation Feasibility Study for Merritt Island on a fixed fee basis, inclusive of all expenses, for a total amount of \$112,500.

BJM Consulting, Inc.

Joseph M. Mazurkiewicz Jr.
President
P O Box 101655
Cape Coral, Florida 33910

Telephone 239-470-5778
Email: joe@bjmconsult.com

Letter of Engagement

This letter will constitute an agreement between BJM Consulting, Inc. (BJM) and Brevard County (Client) for a feasibility study of incorporation for Merritt Island, Florida

Based on initial conversations with the Client's, BJM developed the following scope of services:

- Task 1-** A review of the existing services presently being provided in Merritt Island
- Task 2 -** Development of proposed incorporation revenue timeline and administrative review of charter submitted with the Feasibility Study
- Task 3-** Development of revenue analysis for the proposed incorporated area
- Task 4-** Development of expenditure analysis for the proposed incorporated area
- Task 5-** Development of the pro forma presentation of revenues vs. expenditures, forecasted for a period of five years

BJM will present its findings through the use of a comprehensive analysis based on information provided by the Client, a review of public records and interviews conducted by BJM. In addition to this report representatives of BJM will make a presentation detailing its findings to the Client. BJM will, on behalf of the client, make up to three (3) public presentations describing the report.

BJM agrees that a completed Feasibility Study must be presented to the Client within 120 days of the signing of this LOE. Thus, BJM will submit drafts of the work in progress to the client as work goes forward, with final revenue and expense pro forma and a final draft of the full study within 105 days of the signing of this LOE.

BJM will prepare the report in three (3) phases with the content and cost per phase as described below:

- Phase One is a report detailing the initial financial findings of Tasks 3 through 5, identified above, will be provided to the Client at a rate of \$150.00/hr. not to exceed \$10,000.00 for the initial report.

- Phase Two will present additional findings through the use of a SWOT (strengths, weakness, opportunities and threats) analysis based on information provided by the Client, a review of public records and interviews conducted by BJM with private citizens and government officials. The report detailing the findings of the SWOT analysis will be provided to the Client at a rate of \$150.00/hr. not to exceed \$17,000.00 for the analysis.
- Phase Three will present the complete Feasibility Report detailing the findings of tasks 1 through 5 will be provided to the Client at a rate of \$150.00/hr. not to exceed (NTE) \$13,000.00 for the report.

All services and products covered by this LOE as described in tasks 1 through 5 will be provided to the Client at a not to exceed (NTE) \$40,000.00 for all three phases of the report. Ten percent (10%) of the total NTE amount will be due within 10 days of the execution of this agreement, the balance being due upon the submission of monthly invoices for work performed in the prior month.

BJM agrees that the Client may terminate this contract at any point per the attached Terms and Conditions Agreement and that the Client shall only then be liable for services properly provided by BJM to that point.

BJM warrants that its completed work product will result in a review of the initial Feasibility Study completed on time and in accordance with the relevant Florida statutes and accepted as such by the proper Committee of the Florida House of Representatives and other relevant authorities.

Joe Mazurkiewicz, Jr.

Joe Mazurkiewicz, Jr.
President
BJM Consulting, Inc.

Name:
Title:

December 6, 2022
Date

Date

BJM Consulting, Inc.

Joseph M. Mazurkiewicz Jr.
President
P O Box 101655
Cape Coral, FL 33910

Telephone 239-470-5778
Email: joe@bjmconsult.com

Terms & Conditions for Letters of Engagement

The initial retainer does not provide for any hours of services under this LOE, it is non refundable and is due when the LOE is signed and dated by client.

Please provide your billing information

Company: _____

ATTN: _____ Email: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

The balance owed being due upon the submission of monthly bills for services rendered during the prior month.

A monthly finance charge of 1.5% will be charge against any outstanding balance after 30 days.

The price quoted does not cover legal fees, survey fees, engineering/other professional fees to be provided by others associated with the study.

BJM Consulting Inc. realizes it may have access to confidential information as a result of this relationship and agrees to keep the information confidential in our relationships with other organizations and/or officials unless determined to be public information or otherwise stated by the client.

BJM Consulting reserves the right to engage outside collection agencies for any balances over 90 days.

This agreement will be good for a period of time it is acceptable to both parties, and can be canceled by either party immediately with thirty (30) days notice to the other party via, voice, electronic or in writing

_____ representing _____
Name Company

Agree to the terms and conditions as outlined above. _____
Date

Signature _____



P O Box 101655
Cape Coral, FL 33910
239-470-5778 Office Phone
joe@bjmconsult.com

"We insert common sense into the act of governing."

Our Mission Statement

We are experienced professionals who help others through complicated processes by using enhanced understanding and communication techniques.

Our Vision Statement

We will exceed our customer's expectations for service, add value to every project we become involved with and enhance the quality of life for all our stakeholders.

BJM Consulting, Inc. is a government/organizational consulting firm with experienced people and innovative solutions to the problems facing today's growing communities and organizations. BJM Consulting was established in 1994 and presently has one employee, along with a group of very talented sub consultants. The staff at BJM Consulting knows how government works because they know what makes it tick. Thirty-plus years of local government experience includes some of the biggest capital projects and most amazing public policy turnarounds on record.

The driving force behind BJM Consulting is their President, Joe Mazurkiewicz, Jr., Ph.D. In 1983 he was elected Mayor of Cape Coral, a position he held for ten years. During his service as Mayor he led the City in its attempt to change from a bedroom community to an urban center. Presently, Joe works on a variety of local issues ranging from land use cases and strategic visioning to incorporation studies. His firm has completed incorporation studies for Pelican Bay (2), Fort Myers Beach, Golden Gate, Bonita

Springs, Boca Grande, Cape Haze, Captiva, Ruskin, Tierra Verde (2), Lehigh Acres (3), Marion Oaks, Navarre Hobe Sound and Indiantown; we have also been in contact with leaders from Palm City, Pine Island, Immokalee, North Collier and other South Florida communities.

Joe attended the University of Florida where he studied engineering, he earned his Bachelor's Degree in Administration from Barry University, a Master's of Science in Administration from Central Michigan University, and Ph.D in Business Administration with a Concentration in Public Administration from Stamford Hills University. He served as Vice President of Academic Affairs and Director of the Public Administration Program at IMPAC University for over nine years and is presently a MBA facilitator at Keiser University. Joe was appointed by Governor Crist to the Florida Transportation Commission. During his term he served as both Chair and Vice Chair.



BJM Consulting, Inc.

"Innovative approaches to deal with today's management challenges"

Scope of Services

Government relations
Community relations
Project administration/ Public information
Incorporation studies
Annexation studies
Organizational Design
Land use issues
Political consulting
Legislative/Ordinance review
Strategic Visioning

List of Clients

Avatar
Alliance of Lee County Chambers
BGM Investments
Bonita Springs Area Chamber of Commerce
Camp Dresser & McKee, Inc.
Cape Coral Council for Progress
Coalition for Better Government
Eagle Realty
Fort Myers Beach Chamber of Commerce
Florida Leadership Coalition
Halverson Development
Kraft Construction
Landon Group
Lee Memorial Health Systems
Lehigh Acres Chamber of Commerce
McCann Development
National Development
Porter Goss Reelection Team
Sands Petroleum
Southwest Florida Leadership Initiative
Tierra Verde Community Association
US Sugar
Veolia Environmental Services
Wal-Mart
Yellow Cab



BJM Consulting, Inc.

"Innovative approaches to deal with today's management challenges"

List of Strategic Visioning Clients

Caloosa Nature Center
Cape Coral Community Foundation
Cape Coral Construction Industry
Cape Coral Council for Progress
Cape Coral Goldcoast Rotary
Chamber of Commerce of Cape Coral
Charlotte County Behavioral Health
Charlotte County United Way
Goodwill Industries
GoodWheels
Greentree Investments
IMPAC University
Lee Mental Health
Leadership Lee County Foundation
Lee County School Foundation
Math, Science and Technology Foundation
Spiro and Associates

Motion sheet

Item J.1 Lagoon Grants/Beach Funding:

I move to send the proposal of amending Brevard County Code of Ordinances Chapter 102-119 to redirect the dollars from the Cultural Events Fund 1446 to the Indian River Lagoon Grant Program, to the next Tourist Development Council Meeting on 3/22/2023. I request that the Tourist Development Council evaluate this proposal or provide another option that would allow for lagoon grants and beach funding, and reply to the Board of County Commissioners by the following regular Board meeting on 4/4/2023.

Item I.3 Feasibility Study:

I move to approve proposal 'B' from BJM Consulting at a cost not-to-exceed \$40,000 while also:

- Waiving the Board's Procurement Policy
- Allocating D3 funds to pay for the study
- Directing the County Attorney's office to develop a contract for the consulting services necessary to conduct a municipal incorporation feasibility study for the unincorporated area of Merritt Island and authorize the Chair to execute the contract
- Authorizing the County Manager to do the necessary budget change request to accomplish this Board direction