

Meeting Date
December 1, 2015



AGENDA	
Section	New Business
Item No.	VI.B.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Authorization to issue Request for Proposals (RFP), RE: Leasing of the River's Edge Event Center at Tom Statham Park – District 1 Fiscal Impact: There is no Fiscal Impact to the General Fund as a result of this action.
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department Public Safety and Support Services / Central Services Department

Requested Action:

It is requested the Board of County Commissioners approve the advertisement of a Request for Proposals for Event Management and Operation of the River's Edge Event Center at Tom Statham Park, and appoint a selection and negotiation committee. It is further requested the Board authorize the Chairman to execute the resulting contract.

Summary Explanation & Background:

Tom Statham Park is a 5.15 acre parcel purchased in 1986 which includes one (1) pavilion, a playground, a 345 foot boardwalk, eighty-six (86) paved parking spots and a 3,500 square foot community center. The community center was renovated in 2015. The renovations include new flooring, lighting, and painting to the interior and fascia, roofing, signage, lighting, landscaping and the addition of a patio to the exterior.

The objective of the RFP is to secure the services of a qualified organization, firm, or individual that has proven experience in providing comprehensive event management and full-service operations at event or exhibition facilities to provide event management and operation of the River's Edge Event Center in a revenue shared contract. The contract term will be for five (5) years with two (2) additional two (2) year extensions.

It is the intent of the Parks and Recreation Department to enter into a successful agreement with an organization, firm or individual to maximize the utilization of the River's Edge Event Center. The selected organization, firm or individual will be responsible for all requests from the public for private events (weddings, celebrations, etc.) while developing and implementing an effective marketing program that produces positive results.

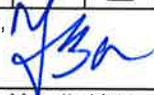
The Selection and Negotiation Committees will consist of Venetta Valdengo, Assistant County Manager; Hector Lopez, Assistant Parks and Recreation Director and Jeff Davis, North Area Parks Operations Manager.

The RFP has been reviewed and approved by Risk Management and the County Attorney's Office.

Clerk to the Board Instructions:

Exhibits Attached: RFP

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

County Manager	Assistant County Manager, 	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046  Teresa Camarata, Central Services Director; Teresa.camarata@brevardcounty.us; 617-7390 
Stockton Whitten 	Assistant County Manager, Venetta Valdengo	



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 2, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item VI.B.1., Authorization to Issue Request for Proposals (RFP) for Leasing of the River's Edge Event Center at Tom Statham Park

The Board of County Commissioners, in regular session on December 1, 2015, approved the advertisement of a Request for Proposals (RFP) for Event Management and Operation of the River's Edge Event Center at Tom Statham Park; appointed Selection and Negotiation Committees consisting of Venetta Valdengo, Assistant County Manager, Hector Lopez, Assistant Parks and Recreation Director, and Jeff Davis, North Area Parks Operations Manager; and authorized the Chairman to execute the resulting contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

cc: Central Services Director
Committee Members

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: TBD		3. Division Name: Parks and Recreation Department – North Area Parks Operations	
2. Fund/Account #:		6. Mail Stop #: 12	
4. Contract Description: RFP for Event Management @ River's Edge Event Center @ Tom Statham Park			
5. Contract Monitor: Janet Hanna/Jeff Davis		8. Class Code:	
7. Dept./Office Director: Jack Masson			
ACTION DATE: <i>Upon Receipt</i>		ACTION REQUIREMENT: <i>Approval Signature</i>	

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X _____	_____	JM _____	11/17/2015
Risk Management	X _____	_____	JLJ _____	11/17/2015
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

SUBMIT PROPOSALS TO: PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY, BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL. 32940		PROPOSAL INVITATION Proposal Acknowledgment
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PROCUREMENT ANALYST: PHONE (321) 617-7390 Sherry Collett	AN EQUAL OPPORTUNITY EMPLOYER, FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523
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PROPOSAL SPECS. MAY BE PICKED UP AT:
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

MAILING DATE: , 2015	PROPOSAL TITLE: Event Management and Operation of River's Edge Event Center at Tom Statham Park	PROPOSAL NUMBER P-6-15-	PROPOSAL OPENING DATE & TIME , 2015 @ 2:00 pm
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PRE PROPOSAL DATE, TIME AND LOCATION: <input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory Not Applicable	PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED
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PROPOSER NAME/ADDRESS TELEPHONE NUMBER/TOLL FREE NUMBER: _____	VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED. If returning as a "no" state reason: <hr/> FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER _____
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I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the County of Brevard the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Proposer.

X	AUTHORIZED SIGNATURE (MANUAL) _____ TYPED NAME _____ TITLE _____ DATE _____
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THIS FORM MUST BE NOTARIZED BELOW

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

Personally known:

Or produced identification: Type of ID: _____

Notary Signature _____ State _____

My commission expires : _____
(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE:	AMOUNT:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> PROPOSAL BOND	_____
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PERFORMANCE BOND	\$1000.00
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND	_____

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

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

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

THE COUNTY OF BREVARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 Form.

GENERAL CONDITIONS

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

descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Proposer proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful Proposer agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Proposer acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The Proposer, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the Proposal list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal; State and local standards, regulations; and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this Proposal.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the Proposal document, vendors shall submit one Proposal only.**

24. **DEFINITIONS:**

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

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

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

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

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

QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the

Contractor's Qualification Statement, evaluations by County staff of the proposer or its subcontractors' past performance for the Board, and any other information required by Board policies.

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

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

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the County Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Proposers are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.
The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.

34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
38. **FAX:** Proposals which are received by FAX are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorated basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the County, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **PROPOSER RESPONSIBILITIES:** A proposer, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the proposer shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ Proposal.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager. The proposer shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the proposer, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the proposer and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP)

are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. MONITORING OF WORK: The proposer shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Proposer shall designate, in writing, a person to serve as liaison between the proposer and the County.

49. PROMPT PAYMENT: For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Proposers may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. RIGHT TO AUDIT RECORDS: In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

51. UNAUTHORIZED ALIEN WORKS: Brevard County will not accept Proposals from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.

52. FLORIDA PUBLIC RECORDS LAW:

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the proposer's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

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

53. LOCAL PREFERENCE:

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

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

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

55. COUNTY SEAL:

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

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

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

57. VENDOR COMPLAINTS AND DISPUTES:

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

I. Posting of Award Notices

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

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

II. Proceedings

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

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

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

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

III. Stay of Procurements during Protests

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

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK
P-6-15-**

REQUEST FOR PROPOSALS

CONTENTS	Page Number
Proposal Schedule	09
Introduction and Submittal Information	10
Scope of Services and Specifications	12
Evaluation Criteria	16
Proposal Format	18
Trade/Business Supplier Reference Form	21
Indemnification Insurance and Form	22
Local Vendor Affidavit of Eligibility	23

Attachments: Exhibit A – Administrative Order 26, “Background Investigation Checks”

Exhibit B – Proposal Checklist

Exhibit C – Site Furnishings

Exhibit D – Aerial of approximate River’s Edge Event Center Area

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER AT TOM
STATHAM PARK
P-6-15-**

PROPOSAL SCHEDULE

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

IDENTIFICATION DATE

, 2015 _____

RELEASE OF PROPOSAL

, 2015 @ 5:00 pm _____

DEADLINE FOR QUESTIONS

, 2015 @ 2:00 pm _____

PROPOSAL DUE DATE

Date & Time TBD _____

SELECTION COMMITTEE MEETING

Date & Time TBD _____

RECOMMENDATION TO THE BOARD

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK**

P-6-15-

Introduction and Submittal Information

1. **Purpose:** Brevard County, FL ("County") is seeking proposals from qualified organizations, firms, and individuals that have proven experience in providing comprehensive event management and full-service operations at event or exhibition facilities. The event management company will handle all requests from the public for private events held at the River's Edge Event Center at Tom Statham Park located at 7101 South US Highway 1, Titusville FL 32780. The County desires to maximize the utilization of the River's Edge Events Center.
2. **Contract Period:** The term of the agreement shall be for five (5) years from the date of the execution of a contract by both parties. The agreement may be extended, by mutual agreement, for up to two (2) additional two (2) year periods. Each agreement renewal may be subject to negotiation of terms and conditions. Brevard County will notify the vendor in writing at least ninety (90) days prior to the expiration of the agreement to ascertain its intent to renew.
3. **Background:** The subject property is a 5.15 acre piece of parcel which was purchased in 1986 and recently renovated in 2015 to include a 3,500 square foot Community Center, one (1) pavilion, a playground, a 345 foot boardwalk, and eighty-six (86) paved parking spots. The River's Edge Event Center occupancy limit is 268 people. The combined occupancy for utilizing both indoors and outdoors may not exceed 368 people



MANDATORY Pre-proposal Meeting Date and Time:

4. A MANDATORY pre-proposal meeting will be held, **2015 @ 9:00 am** at Tom Statham Park located at 7101 South US Highway 1, Titusville FL 32780. Meet in the River's Edge Event Center. Site visit of River's Edge Event Center to follow. **Attendance for all proposers is mandatory in order to submit a proposal. No proposals will be considered unless the proposer or a representative is in attendance at the meeting.**

Mandatory **Non-Mandatory**

5. **Proposal Submittal:** One (1) original proposal and seven (7) duplicate proposals, for a total of eight (8) proposals, must be returned no later than 2:00 p.m. local time on _____, 2015. Paper copies must be provided, and should be accompanied by an equivalent electronic PDF file. Provide one (1) original and seven (7) copies on paper, plus one (1) compact disc (CD) or flash drive. Sealed proposals must be clearly marked as follows:

"RFP # P-6-15-, Event Management at Tom Statham Park" and returned to:

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

All proposals received on or before the due date and time will be opened at 2:00 p.m. local time, 2015, at which time, the names of the firms submitting proposals will be read. No details or the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

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

DISCLOSURE OF PROPOSAL CONTENT

- A. 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 RFP Submittal does not affect this right.
- B. Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, as required by that statute, materials provided by the Contractor to the County would have to be provided to anyone making a public records request.

Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(2) Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.

6. **Information or Clarification:** For information concerning procedures for responding to this proposal, contact Sherry Collett, Purchasing Services at 321-617-7390 x56025, fax 321-617-7391, email sherry.collett@brevardcounty.us. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Sherry Collett at 321-617-7391 or emailed. To be given consideration, such requests must be received in writing **no later than five (5) business days prior to the date for opening of the proposals**. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Services Representative in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

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

An oral presentation may be requested of any firm, at the Selection Committee's discretion. The evaluation criteria define the factors that will be used by the Selection Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. The Selection Committee will make recommendations to the Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected vendor."

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

JOINT VENTURES:

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

7. **Right to Submitting Material:** All responses, inquiries correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of Brevard County.
8. **Contract Negotiation:** The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Proposer. If the County and said Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Proposer. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK**

P-6-15-

SCOPE OF SERVICES AND SPECIFICATIONS

SCOPE OF SERVICES

Brevard County is seeking to enter into an agreement to provide event management and operation of the River's Edge Event Center at Tom Statham Park. The proposer shall propose a plan to operate events in a revenue shared contract. The proposer should be prepared to provide all event management and operation services.

The following is a list of desired services in carrying out the event management and operation of the River's Edge Event Center at Tom Statham Park. This list is not intended to be all inclusive but rather to reflect common normal day to day operations. Other items may be added or removed as negotiations with the awarded firm progress.

1. Management of all day to day operations of the River's Edge Event Center including event management and facility maintenance.
2. The Contractor must provide initial individual background screenings for all personnel and all cost related to screenings at no charge to the County. A copy of the County's background and screening requirements Administrative Order 26 are attached as Exhibit "A". Proof must be provided showing the results are satisfactory. Based upon reasonable grounds, the County has the right to reject or approve staff or sub-contractors assigned to the project by the Contractor.
3. The event management company will provide a qualified general manager responsible for the day to day operations and event management of the River's Edge Event Center. The event management company must provide a minimum of one (1) properly trained permanent staff member on site at all times during all events.
4. The event management company shall operate the River's Edge Event Center without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.
5. The event management company shall provide a monthly calendar of events to the Department Director, or designee.
6. The event management company shall annually provide a list of fees, subject to approval by the Department Director, or designee.
7. The event management company shall be responsible for the maintaining and cleaning of the River's Edge Event Center.
8. The event management company shall pay all costs of all public utility charges which shall include telephone, electric, gas, water, sanitary sewer, and garbage, as applicable, which is provided to the River's Edge Event Center by the County, City or any other public agency or public utility.
9. The event management company shall bear the costs of all inspections, maintenance, repair and monitoring of the security systems and fire alarm systems.
10. The event management company shall be responsible for normal preventative maintenance of the HVAC system, the electrical system on the property from the electric meter including the power distribution and lighting systems, the plumbing system from the meter to the building and all interior fixtures and piping. Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.
11. The event management company shall not be responsible for maintenance and repairs due to vandalism.
12. The event management company shall be responsible to develop and implement an effective marketing program that produces positive results in the use of the River's Edge Event Center.
13. The event management company shall make monthly payments payable to the Board of County Commissioners.
14. Events may be scheduled seven days a week. Outside events must conclude by 10:00 p.m. Indoor events must conclude by 12:00 p.m. No all-night events may be booked, and all

breakdown and rental services must conclude by 1:00 a.m. No outside events may begin prior to 8:00 a.m.

15. Brevard County reserves the right to utilize the River's Edge Event Center six (6) days per contract year for events requested by Brevard County at no charge provided a thirty (30) day notice is given to the Management Company and the River's Edge Event Center is not already booked on the day being requested.
16. Any confirmed reservations guaranteed prior to the event management company operating the River's Edge Event Center shall be honored in coordination with Brevard County.
17. The event management company shall be required to cooperate with the County during other unanticipated eventualities.
18. The event management company agrees to secure and maintain all licenses and permits required to operate, and shall comply with all federal, state, county and municipal laws, ordinances, policies and rules.
19. The event management company is responsible for payment and remittance to the proper governmental authority of all taxes and fees, whether local, state, or federal, which shall be imposed or assessed by any and all governmental authorities in connection with the business or operation conducted under this Agreement.
20. The event management company shall be responsible for meeting all regulatory and training requirements for the serving of alcoholic beverages and must maintain appropriate liability insurance.
21. In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the River's Edge Event Center.
22. It is the intention of Brevard County to enter into a successful, long term relationship with the event management company. Quarterly meetings will be held between the event management company and the Brevard County Parks and Recreation Department.

GENERAL GUIDELINES FOR USE OF FACILITIES

1) Events

- a. The River's Edge Event Center is designed to be used for events including but not limited to celebrations, parties, weddings, corporate events and meetings.
- b. The use of the River's Edge Event Center for commercial type activities including but not limited to music festivals, is prohibited.

2) Smoking / Open Flames

- a. Smoking in any building is strictly provided. The event management company will be required to adhere to and enforce this policy.
- b. The use of open flames, including but not limited to candles, tiki torches, and campfires, is strictly prohibited.
- c. Events are not permitted to utilize any type of fireworks/pyrotechnics. This includes displays launched from County property or another location with the intent of being viewed by guests at River's Edge Event Center at Tom Statham Park.

3) Facilities Lighting

- a. If the area intended for use is not meant for pedestrian traffic or does not have adequate lighting, the successful proposer will be responsible for providing proper portable lighting to minimize safety hazards.
- b. Light fixtures or any other equipment shall not be attached to plants.

4) Electrical Services

- a. Existing electrical locations within County facilities may be inadequate for the needs of certain events.
- b. Any damage to existing electrical services due to overload will be the responsibility of the successful proposer.

5) Parking

- a. All vehicles must remain on paved roads and or parking lots.
- b. Secondary overflow parking available in designated grassy areas.

6) Tents

- a. Tents may be permitted on the park grounds with prior approval from Brevard County and proper permitting. Any and all tent set up will comply with Brevard County Code of Ordinances (BCC): Section 10-41.

7) Signs

- a. Any and all signs posted for events will comply with ARTICLE IX. - Signs; BCC: Section 62-3309 – Prohibited Signs; 62-3316 – On-premises Signs; 62-3317 - Temporary Signs; and Section 78-108 – Posting Signs.

8) Music

- a. Music decibels must be kept to a minimum in accordance with Brevard County's noise ordinance. All outside speakers at the River's Edge Event Center must be set up to face the River's Edge Event Center. They should be turned away from the river and adjoining properties. Music shall not be played louder than 65 dB(A) between the hours of 8:00 a.m. and 10:00 p.m. and no louder than 55 dB(A) after 10:00 p.m. The Management Company is responsible for monitoring noise levels with a sound decibel reading device.

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK**

P-6-15-

EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. At the discretion of the Selection Committee, the committee may determine a short list to be finalists for further consideration. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC firms qualified to provide to the County the services required under this RFP.

30% References/Experience/Qualifications of Proposing Firm, Company or Individual

- Provide a minimum of three (3) trade/supplier references, current (within the last three years) including telephone/fax numbers, complete and current addresses, contact person(s), and length of contract. Complete business and trade references shall be submitted on the forms provided.
- Provide a listing of recent events held within the past 24 months. Please provide specific them, marketing place, dates, locations, number of attendees.
- Provide chronological listing of any event centers or public recreation facilities which have been managed by your organization. This list must provide the name, dates, and locations for all.
- Describe type of business (i.e. proprietorship, partnership, corporation, non-profit charitable organization).
- Describe years in business, changes in ownership, and any other information the proposer may wish to supply to demonstrate financial responsibility.
- Include audited financial statement including balance sheet for the most recent Fiscal Year or provide sufficient information to indicate the financial stability of the vendor, including reference from the vendor's current financial institution. The company must clearly demonstrate that it has the experience, financial stability, and manpower required to adequately provide Services required.

20% Qualification of Staff/Event Management

- Identify the proposed General Manager or Coordinator for the services contemplated in this proposal. This would be the County's primary point of contact for the services. List the individual's credentials, prior experience promoting and managing similar event centers. Provide a detailed resume for the individual.
- Provide a description of the team structure that would be used to provide the Services. Describe the staff member's credentials and qualifications. List all previous and current assignments similar to those in this RFP which have been satisfactorily completed or are currently ongoing by the proposer.
- Provide a list of preferred vendors.
- Discuss the availability of adequate personnel to perform these services, and describe the proposer's equipment and facilities if any.
- Describe and document the extent of repeat business the proposer has achieved.
- Provide any other information that may be helpful in demonstrating competency to provide the requested services.

15% Scope of Work (Operational Plan)

- Proposed plan shall be in a format of a scope of work that can be incorporated into the Services Agreement at the County's option:
 - ✓ Detailed hours of operation, procedures for controls over money, staffing, marketing, etc.
 - ✓ Services offered.

- Customer service standards:
 - ✓ Responsiveness to the public requests
 - ✓ Ability to provide a tour to prospective clients
 - ✓ Conflict resolution
 - ✓
- Standard operating procedures for:
 - ✓ Day of event management
 - ✓ Load and unloading of equipment, materials, and supplies
 - ✓ Set up and take down, including after event clean up

15% Approach to Meet County Events and Revenue/Expense Goals

- The county goals and expectations are provided throughout this document and are highlighted as follows:
 - ✓ Define the highest and best use of the facilities for event users.
 - ✓ Maximize the use of the facility for weddings, corporate events, and other occasion purposes
- If the proposer elects to provide a phased in approach to these goals, the time frame for achievement (if possible) should be specified.
- Discuss the proposer's approach to meet changing needs in a flexible and effective manner.

20% Revenue Generation

- Propose a recommended compensation structure to the County for this scope of work, maximizing the proposer's ability to provide highest and best use for the River's Edge Event Center such as a set monthly fee.
- The River's Edge Event Center is expected to generate revenues from weddings, corporate events, and other occasions, as well as other local events the proposer is able to market and attract.
- Specify over the life of the agreement (specify an amount for Years 1 through 5) how the proposer envisions that the revenues will be allocated to event expenses, to the proposer (management fee and profit structure), maintenance, repair, management/administration, capital repair escrow account, etc. Provide an annual business plan.

100% TOTAL SCORE

Proposal Format

EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER AT TOM STATHAM PARK

P-6-15-

PROPOSAL FORMAT

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

SUBMITTAL FORMAT:

Submittals shall be printed on 8 ½ by 11 inch paper, bound in booklet style or three ring binder, typed in either Arial, Calibri or Times New Roman font, with a minimum 10 point font size. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please provide one (1) original and seven (7) copies of your response.** The response shall be divided and organized with labeled tabs and sections labeled as follows:

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

Tab 2. Table of Contents

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

Tab 3. References and Experience

- a. Provide Trade/Supplier References on forms provided (Minimum of 3 each).
****Note: A contact person shall be someone who has personal knowledge of the proposer's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.*
- b. Provide a listing of recent events held within the past 24 months.
- c. Provide a chronological listing of the event centers or public recreation facilities which have been managed by your organization, to include the name dates and locations for all.
- d. Any additional information proposer would like to provide regarding experience

Tab 4. Financial Responsibility

- a. Describe the type of business and years in business of your organization. Include information on changes of ownership and any other information the proposer may wish to supply to demonstrate financial responsibility.
- b. Include a audited financial statement including balance sheet for the most recent Fiscal Year or provide sufficient information to indicate the financial stability of the vendor including reference from the vendor's current financial institution. Complete financial information is required for every joint venture partner, if applicable.

Tab 5. Qualifications of Staff/Event Management

- a. Identify the proposed General Manager or Coordinator for the services contemplated in this proposal. List the individual's credentials and prior experience promoting and managing similar event centers. Provide a detailed resume for the individual.
- b. Provide a description of the team structure that would be used to provide the Services. Describe the staff member's credentials and qualifications. List all previous and current assignments similar to those in this RFP which have been satisfactorily completed or are currently ongoing by the proposer.
- c. Discuss the availability of adequate personnel to perform these services, and describe the proposer's equipment and facilities if any.
- d. Provide a list of preferred vendors.
- e. Describe and document the extent of repeat business the proposer has achieved.
- f. Provide any other information that may be helpful in demonstrating competency to provide the requested services.

Tab 6. Scope of Work (Operational Plan)

Proposed plan shall be in a format of a scope of work that can be incorporated into the Services Agreement at the County's option.

- a. A detailed description of hours of operation, procedures for controls over money, staffing, marketing, etc.
- b. Services offered
- c. Customer service standards
 1. Responsiveness to the public
 2. Ability to provide tours to prospective clients
 3. Conflict resolution
- d. Standard operating procedures for:
 1. Day of event management.
 2. Load and unloading equipment, materials, and supplies
 3. Set up and take down, including after event clean up.

Tab 7. Approach to Meet County Events and Revenue/Expense Goals

- a. Define what the proposer feels is the highest and best use of the facilities for event users.
- b. Describe how the proposer would maximize the use of the facility for weddings, corporate events, and other occasion purposes.
- c. If the proposer elects to provide a phased in approach to these goals, the time frame for achievement (if possible) should be specified.
- d. Discuss the proposer's approach to meet changing needs in a flexible and effective manner.

Tab 8. Revenue Generation – Cost Proposal

- a. Propose a recommended compensation structure to the County for this scope of work, maximizing the proposer's ability to provide highest and best use for the event center such as a set monthly fee plus a percentage of earnings payable to the County.
- b. Specify over the life of the agreement (specify an amount for Years 1 through 5) how the proposer envisions that the revenues will be allocated to event expenses, to the proposer (management fee and profit structure), maintenance, repair, management/administration, capital repair escrow account, etc.

Tab 9. Required Proposal Forms:

- Signed/Notarized Request For Proposal
- Acknowledgement of Terms, Conditions, and Specifications (page 15)
- Signed Acknowledgement of Evaluation Criteria
- Business/Customer & Trade/Supplier Reference forms (include in Tab 3)
- Indemnification and Insurance Form Acknowledgement
- Signed and Notarized Local Vendor Affidavit of Eligibility and attachments, if applicable

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK
P-6-16-08
COST PROPOSAL**

The Cost Proposal shall include a proposed recommended compensation structure to the County for Years 1 through 5.

VENDOR NAME: _____

PRINTED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PHONE #: _____ FAX#: _____

EMAIL: _____

TRADE/BUSINESS SUPPLIER REFERENCE FORM (Include in Tab 3)
EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK

P-6-15-

REFERENCES – TRADE/SUPPLIERS

List a minimum of three (3) trade references that are suppliers or providers of services to your company in the spaces provided below giving the company name, contact person, address, telephone number, fax number, email address, and date services were performed, as described.

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

1. **Supplier:** _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address: _____

Email: _____
Telephone Number: _____ Fax Number: _____

2. **Supplier:** _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address: _____

Email: _____
Telephone Number: _____ Fax Number: _____

3. **Supplier:** _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address: _____

Email: _____
Telephone Number: _____ Fax Number: _____

4. **Supplier:** _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address: _____

Email: _____
Telephone Number: _____ Fax Number: _____

5. **Supplier:** _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address: _____

Email: _____
Telephone Number: _____ Fax Number: _____

VENDOR NAME: _____
PRINTED SIGNATURE: _____
AUTHORIZED SIGNATURE: _____ DATE: _____
PHONE #: _____ FAX#: _____
EMAIL: _____

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK**

P-6-15-

INDEMNIFICATION

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

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

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

INSURANCE REQUIREMENTS

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

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

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

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

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

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

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

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

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



LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY – SECTION VIII

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

1. This sworn statement is submitted to

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Services Office

by _____
[print individual's name and title]

for _____
[print name of Company/Individual submitting sworn statement]

whose business address is _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. BID/RFP # and TITLE: _____

3. LOCAL PREFERENCE ELIGIBILITY

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

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

___ YES

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

___ YES

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

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

[Signature]

[Date]

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
[Name of Individual Signing]

who, after first being sworn by me, affixed his signature in the space provided above on this

_____ day of _____, 20_____ .

NOTARY PUBLIC

My commission expires: _____

(Affix Seal)

EXHIBIT A

**ADMINISTRATIVE
ORDER**

TITLE: Background Investigation
Checks

NUMBER: AO - 26

CANCELS: August 4 2010

APPROVED: April 24, 2012

ORIGINATOR: Human Resources

REVIEW: April 24, 2015

I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

II. DEFINITIONS AND REFERENCES

- A. Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.
- B. At-Risk Population – Children, elderly, disabled, and those whom can not defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
 - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
 - Program activities involving children on school property.
 - Shelters: homeless, domestic violence or special needs emergency shelters.
 - Youth development programs.
 - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
 - Library areas/programs designated for children.
 - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

AO-26: Background Investigation Checks

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.
- G. **SECURITY LEVELS:**

High Level (Level I) – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

Moderate Level (Level II) – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

Low Level (Level III) – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

III. RESPONSIBILITIES

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.

AO-26: Background Investigation Checks

- C. Each Department/Office shall be responsible for verifying that each applicant meets the requirements for the job, including educational and/or licensing verification, driver's license check.
- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints - submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts – www.brevardclerk.us.

2. Moderate-Level Security Check (Level II):

- FDLE – <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts – www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts – www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Florida Department of Corrections – www.dc.state.fl.us.
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

AO-26: Background Investigation Checks

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

- 1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure If Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious – Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- 2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to a high security level position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor

AO-26: Background Investigation Checks

- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

- 3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:**

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:

- The classification of the crime as a felony or first degree misdemeanor.
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

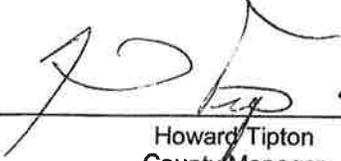
If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.

AO-26: Background Investigation Checks

IV. RESERVATION OF AUTHORITY

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


4/24/12

Howard Tipton
County Manager
Brevard County, Florida

EXHIBIT B

PROPOSER CHECKLIST

**EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK**

P-6-15-

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

	<u>Required</u>	<u>Not Required</u>
<input type="checkbox"/> One (1) original and seven (7) copies of proposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> One (1) CD or flash drive Copy of proposal in pdf format	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Required Format	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none">• <u>Letter of Introduction</u>• <u>Table of Contents:</u> Organized in the order cited in the format contained herein.• <u>References and Experience</u><ul style="list-style-type: none">○ Include Customer & Trade/Business Supplier References on form provided• <u>Financial Responsibility</u>• <u>Competence in Operation of Event Facilities</u>• <u>Approach to Meet County Recreation and Revenue/Expense Goals</u>• <u>Revenue Generation</u>• <u>Required Forms:</u><ul style="list-style-type: none">○ Signed and notarized Proposer Acknowledgement○ Acknowledgement of Terms, Conditions, and Specifications○ Signed Acknowledgement of Evaluation Criteria○ Indemnification & Insurance Form Acknowledgement○ Local Vendor Affidavit of Eligibility		

EXHIBIT C

SITE FURNISHINGS

<u>DESCRIPTIONS</u>	<u>QUANTITY</u>
72' Lifetime Round Tables	20
Lifetime Folding Chairs	200
Lifetime Carts	8

STATEMENT OF NO PROPOSAL
EVENT MANAGEMENT AND OPERATION OF RIVER'S EDGE EVENT CENTER
AT TOM STATHAM PARK
P-6-15-

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

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

WE the undersigned, have declined to propose on your Proposal No. P-6-15- for the following reasons:

- _____ Specifications too "tight", i.e. geared toward one brand or Manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Propose.
- _____ We do not offer this product or equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Specifications unclear (explain below).
- _____ Remove our company from bid list.
- _____ Other (specify below).

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

PLEASE PRINT

COMPANY NAME _____

COMPANY ADDRESS _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____