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September 21, 2022

**MEMORANDUM**

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

**RE:** Item D.4., Discussion and Adoption of the County's Final Budget Resolution for Fiscal Year 2022-2023

The Board of County Commissioners, in special session on September 20, 2022, executed and adopted Resolution No. 22-112, establishing the final budget for Fiscal Year 2022-2023. Enclosed is the fully-executed Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kim Powell, Clerk to the Board

/ds

Encl. (1)

cc: Finance

**RESOLUTION NO. 22-112**

**A RESOLUTION TO ADOPT A FINAL BUDGET PURSUANT TO CHAPTER 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2022-2023 AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS, Section 200.065, Florida Statutes, as amended, requires that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing a budget for the ensuing fiscal year; and**

**WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:**

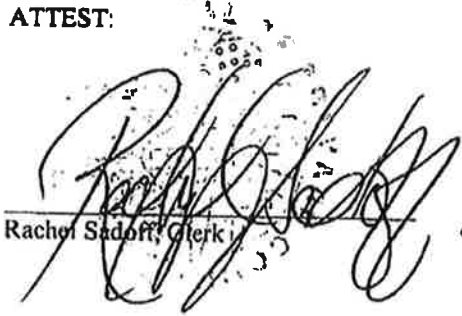
- 1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.**
- 2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 in the amount of \$1,849,105,824.**
- 3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.**

4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 20th DAY OF SEPTEMBER, A.D., 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
Rachel Sadoff, Clerk

By: 

Kristine Zopka, Chair

As approved by the Board on September 20, 2022.



**Purchasing Services**  
2725 Judge Fran Jamieson Way  
Building C, Room 303  
Viera, Florida 32940

**NOTICE OF AWARD**

**October 19, 2022**

**RFQ-6-22-14 Professional Engineering Services For The Solid Waste Department**

**PROCUREMENT ANALYST:** Debbie Feingold

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>ITEMS AWARDED</u>	<u>AWARD AMOUNT</u>
Jones Edmunds & Associates, Inc.	Gainesville, FL	ALL	TBD BASED ON NEGOTIATED RATES
S2L, Incorporated	Maitland, FL	ALL	

☐ BOARD AWARD--AGENDA ATTACHED

**Bowers, Mary** Digitally signed by Bowers, Mary  
Date: 2022.10.19 09:23:43 -04'00'

☒ APPROVED AWARD (NON-BOARD AGENDA):  
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Mary Bowers, Purchasing Manager

AWARDED BY A COMMITTEE CONSISTING OF: Thomas Mulligan, Marc Bernath, Edward Fontanin

**FOR PURCHASING USE ONLY:**

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: Five (5) years from contract execution date

RENEWAL OPTION ☐ One year ☐ Other (fill in) \_\_\_\_\_

☐ Prompt Payment Discount Offered ☐ Yes \_\_\_\_\_ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

**SPECIAL INSTRUCTIONS TO AWARDED VENDOR:**

☒ Please provide certificate of insurance.

☐ Please provide performance and payment bonds as required.

☒ Please provide W-9 (2018 Version)

**CONTRACT FOR ENGINEERING AND CONSULTING SERVICES,  
SOLID WASTE MANAGEMENT DEPARTMENT RFQ 6-22-14**

This CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and S2L, Incorporated, a Florida Corporation incorporated under the laws of the State of Florida whose local mailing address is 531 Versailles Drive, Suite 202, Maitland, FL 32751, hereinafter referred to as "Consultant".

**WITNESSETH:**

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

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

WHEREAS, the County sought responses to a Request for Qualifications RFQ #6-22-14 for professional engineering services for its solid waste management program; and

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

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

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

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

## **SECTION 1     SCOPE OF SERVICES**

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

## **SECTION 2     TERM**

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

## **SECTION 3     COMPENSATION**

Other than further limitations imposed by this contract, as consideration for providing professional services hereunder, the County shall pay Consultant a fee for services rendered as specifically provided in the applicable Task Order or Purchase Order. The Consultant's fee may be described in the Task Order or Purchase Order as "Not to Exceed", or at hourly rates, which conform to Exhibit "B". The fee provided in the applicable Task Order or Purchase Order shall be the only compensation to which Consultant is entitled, other than pre-approved reimbursable costs listed in Section 4 below. The fee shall include all of the Consultant's office overhead, employee benefits, normal business travel, and other support for overhead services required by Consultant for performance of any and all duties or obligations described in the applicable Task Order or Purchase Order. Consultant shall not perform any additional work or services without first receiving written authority from the County, specifying said services to be performed and a written "Notice to Proceed" from the County. Consultant acknowledges and agrees that the County is not obligated to issue any Task Order or Purchase Order for any specific project or part thereof and conversely may, in the County's sole discretion, after agreement with Consultant on the applicable fee, issue a Task Order or Purchase Order for all or any portion of any project. It is further understood and agreed that the County may modify

Task Orders or Purchase Orders as the County deems appropriate including a commensurate increase or decrease in the fee. Consultant agrees that the hourly rates for fees to be paid by the County shall be based upon the Compensation Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. These rates will remain in place for a minimum of one (1) year before a rate increase may be requested. Should the Consultant desire to seek a rate increase, the Consultant will petition the Brevard County Board of County Commissioners providing complete justification by July 1 of the fiscal year prior to the fiscal year for which the rate will become effective. Actual compensation to be paid by the County to Consultant during the entire term of this Contract shall be determined under applicable Task Orders and Purchase Orders.

#### SECTION 4 REIMBURSABLE COSTS

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

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

## **SECTION 5     ADMINISTRATION OF SERVICES**

Consultant shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to perform all professional services contemplated by the Contract. Consultant shall have the right to subcontract portions of the services required to be performed to other firms, persons and companies from time to time, to carry out any applicable Task Order or Purchase Order. Consultant shall, at all times, remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such personnel, firms and companies. Consultant shall not subcontract any portion of the work required under this Contract without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

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

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

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

## **SECTION 7     ADDITIONAL SERVICES**

To the extent the County requests Consultant to perform additional services which are not described in a Task Order or Purchase Order, or with respect to which there is a disagreement between the parties as to whether or the service is already required by a particular Task Order or Purchase Order, then the Consultant shall perform such service only upon receipt of a written directive from the County to perform such additional service. In the case of services



provided to which there is a disagreement, Consultant shall provide written notice to the County that the Consultant is following the County's written directive without prejudice to Consultant's right to seek additional compensation from the County. The County's delivery of a written "Notice to Proceed" following Consultant's notice shall be without prejudice to the County's right to maintain that such additional service does not constitute the basis for additional compensation under the applicable Task Order or Purchase Order.

#### SECTION 8 AUTHORIZED REPRESENTATIVES

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

#### SECTION 9 COUNTY ASSISTANCE

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

#### SECTION 10 TITLE TO DELIVERABLES

This contract and section are limited by any requirements or exemptions under Florida Statutes Chapter 119, and other applicable local, state and federal law.

No reports, data, programs, plans, specifications, or other material produced either in whole or in part under this Contract shall be subject to copyright by the Engineer in the United States, or any other country. No reports, data, programs, plans, specifications, or other material

produced under subcontracts either in whole or in part under this Contract shall be subject to copyright by the Engineer, or subcontractor in the United States, or any other country. The County and its assigns shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, programs or other material prepared under this Contract. The Engineer may retain its original notes, working documents, design calculations, computations and plans provided the County shall be entitled to a copy of such materials upon request and further provided said materials shall not be destroyed without the prior written approval of the County. Any final writings, maps, charts, computer programs, plans, specifications or drawings prepared, either in whole or in part, under this Contract shall become the property of the County. In the event that County makes use of said documents on a project or projects not covered under this Contract without Engineer's express written consent, such use shall be at the sole discretion, liability, and risk of County.

#### SECTION 11 INDEMNIFICATION

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

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

#### SECTION 12 INSURANCE

To ensure the indemnification obligation contained above, Consultant shall, at a minimum, procure and maintain in force at all times, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the insurance coverage set forth below in accordance with the terms and conditions required by this Section. Each insurance policy shall clearly identify the foregoing indemnification as insured.

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

- Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any

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

- Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
- Professional Liability Insurance – For errors and omissions in the amounts of \$1,000,000.00 per claim and evidence of insurance must be provided for at least four (4) years after the completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after the completion of work.

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

The Consultant shall 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 Brevard County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable). The General Liability Insurance and Auto Liability Insurance policies shall be endorsed to provide that the County is an additional insured and that the insurer will notify the County in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. The Consultant will also provide the County with thirty days advance written notice of any cancellation or change in coverage.

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-Consultant's insurance shall be the responsibility of the vendor.

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

### **SECTION 13   NOTICES**

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

FOR BREVARD COUNTY  
Thomas J. Mulligan, Director  
Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Building A, Suite 118  
Viera, Florida 32940

FOR CONSULTANT  
Sam Levin  
S2L, Incorporated  
531 Versailles Road, Suite 202  
Maitland, FL 32751

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

### **SECTION 14   FORCE MAJEURE**

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

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

### **SECTION 15   TERMINATION**

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

- A. Immediately discontinue all services affected, unless the notice directs otherwise;  
and

- B. Deliver to the County all data, drawings, specifications, reports, estimates, summaries, plans, and such other information or materials as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

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

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

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

Consultant may, by fourteen (14) days prior written notice to the County, terminate this Contract, in whole or in part, because of the County's failure to fulfill its Contract obligations. If not cured within the fourteen (14) day notice period, the Consultant may discontinue providing service to the County, and shall be paid for prior services performed by either the percentage complete method or by hourly rate per the applicable approved Task Order or Purchase Order.

#### **SECTION 16**    APPLICABLE LAW

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

#### **SECTION 17**    WAIVER

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 22    RECORDS AND AUDITS**

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

Consultant agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Contract and to make such materials available at its office at all reasonable times during the term of this Contract, and for five (5) years from the date of final payment under this Contract, for audit or inspection by the County, or any of its duly authorized representatives. All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The County has the right to unilaterally cancel this Contract in the event that Consultant refuses to allow County access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from disclosure pursuant to Section 24(a) of Art. I of the Florida Constitution or Section 119.07(1), Florida Statutes.

## **SECTION 23    EQUAL OPPORTUNITY EMPLOYMENT**

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national

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

#### SECTION 24    ASSIGNMENT

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

#### SECTION 25    INDEPENDENT CONTRACTOR

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

#### SECTION 26    CLAIMS FOR SERVICES

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

#### SECTION 27    ENTIRE CONTRACT

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



## **SECTION 28 SEVERABILITY**

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

## **SECTION 29 MODIFICATIONS OR AMENDMENTS IN WRITING**

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

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

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

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

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

## **SECTION 32 COMPLIANCE WITH LAWS**

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

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

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida. Both Parties agree to waive the removal of any action under this contract to Federal Court. By entering into this Contract, CONSULTANT and COUNTY hereby **expressly waive any rights to a trial by jury** related to or arising out of this Contract.

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

- (a) Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the contract.
- (b) Consultant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- (c) Consultant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of Consultant's enrollment in the program. This includes maintaining a copy of proof of Consultant's and any subcontractors' enrollment in the E-Verify Program.
- (d) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- (e) A Consultant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, Consultant hires or employs a person who is not eligible for employment.
- (f) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

### **SECTION 35    SCRUTINIZED COMPANIES**

(a) Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

(c) Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

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

### SECTION 37 EFFECTIVE DATE

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

### SECTION 38 PUBLIC RECORDS

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

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

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

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

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

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

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

Failure to comply with the provisions of this Agreement shall result in the County taking enforcement action against the Consultant including the cost to the County for gaining the Consultant's compliance which will include, but are not limited to, the gross hourly rate of the

County's employee contacts to the Consultant to obtain compliance with this section, litigation filing fees and attorney's fees.


**If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide Public Records relating to this Agreement, contact the custodian of Public Records: Miranda Guppenberger, Administrative Assistant, 2725 Judge Fran Jamieson Way, Bldg. A, Ste. #118, Viera, FL 32940; email address; (321)633-2042.**


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

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

ATTEST:


BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
Rachel M. Sadoff, Clerk

  
Kristine Zonka, Chair

As approved by Board on September 20, 2022

Reviewed for legal form and content:

  
Justin E. Caron, Esq., Assistant County Attorney

SEAL

COSULTANT

  
Signature

November 7, 2022  
Date

Samuel B. Levin, President  
Name & Title, Printed

S2L, Incorporated  
Name of Company, Corp., etc.

531 Versailles Drive, Suite 202  
Mailing Address

Maitland, Florida 32751  
City, State, Zip

407-475-9163  
(Area Code) Telephone Number

ATTEST:

  
Signature

Cheryl Hollister, Office Manager  
Name & Title Printed

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



BOARD OF COUNTY COMMISSIONERS

## POLICY

Number: BCC-25  
Cancels: 03/08/2022  
Approved: 10/25/2022  
Originator: Purchasing Services  
Review: 10/25/2025

## TITLE: PROCUREMENT

### I. Objective

The Objective of the Policy is to maximize the value received for public funds through procurement to provide safeguards for maintaining a procurement system of quality accountability and integrity, and to provide for fair and equitable treatment of all persons involved in public procurement.

### II. Definitions and References

- A. **Bid:** A formal written and sealed response to a formal advertisement for specified requirements of \$75,000 or above in value.
- B. **Board:** Brevard County Board of County Commissioners.
- C. **Capital Outlay Item:** Equipment with a value in excess of \$1,000 and an expected life of more than one year such as automobiles, furniture, and computer devices valued in excess of \$500.
- D. **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which when duly executed by the County and contractor amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.
- E. **Cone of Silence:** Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officer, employees, or agents regarding the pending solicitation until after the notice of



award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting

- F. **Consultant Agreements:** Professional services agreements governed by section 287.055, Florida Statute, including the, "Consultants' Competitive Negotiation Act," and BCC-26, Acquisition of Consultant Professional Services.
- G. **Contract:** Contract means all types of written binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.
- H. **Designees:** When used in this Policy, any title such as Board of County Commissioners, County Manager, or Department Director, is presumed to include that person's official designee as if the Policy read "Board of County Commissioners or designee."
- I. **Direct Payment Voucher System:** Accounts Payable Fast Entry system, which provides for prepayment of miscellaneous and minor expenses when a purchase order is not issued and vendor will not accept purchasing card.
- J. **Equipment Rental:** An agreement for temporary lease of equipment where total payments over the term of the agreement are \$10,000 or less and the term of the agreement is one year or less. There is no accumulation of equity and no provision for the buyout of the leased equipment.
- K. **Florida Statutes:** Chapters 286.011, 286.0113, 218.70, 448.095, 607.0505 et.seq., 218.80, Chapter 255 and Chapter 287, Procurement of Personal Property and Services.
- L. **Formal Quote:** A formal written and sealed response to a formal announcement for specified requirements of \$25,000 and up to \$75,000 in value.
- M. **Grant (for the purposes of this policy):** An award of which includes money, property, services, etc., by a source which includes the federal government, state government, other local governments, non-profit agencies, private businesses and citizens.
- N. **Informal Quote:** A written quote by a vendor to furnish the County specific goods and/or services at a stated price, quantity, quality, and delivery timeframe up to \$25,000 in value. All informal quotes of \$1,000.00 up to \$25,000 shall be obtained in writing. All quotations shall be documented and retained by the user department/agency and referenced on all purchase requisitions.
- O. **Lease:** A written contract by which one party (lessor) gives to another (lessee) the usage of tangible personal or real property for a specified time and for fixed payments. Under a straight lease, there is no accumulation of equity and no provision for the buyout of the leased property.

- P. Lease Purchase:** A lease contract with terms providing for the option to transfer title during or at the end of the lease term.
- Q. Project:** Includes all work necessary to produce a complete and usable facility or a complete and usable improvement to an existing facility (or produce such portion or a phase of a complete and usable facility) or improvements including any singular roadway improvements not contiguous to a singular mobilization of materials and equipment.
- R. Purchasing Card:** An accounts payable mechanism, which utilizes credit card infrastructure for the purchase of goods and/or services.
- S. Purchasing Manual:** A document that describes rules, regulations, and procedures to be followed by Purchasing Services and the departments/offices it serves.
- T. Purchase Order:** A written instrument under which a vendor agrees to provide goods or services to a purchaser on a demand or as needed basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser. An open-end purchase order may be used as a release and encumbrance document to authorize a department/office to order any predetermined amount from an open-end contract on an as-needed basis. Acceptance of a Purchase Order by a vendor shall constitute a contract as defined by this section. Where formal contracts and agreements are used to procure the goods and services, a purchase order is used only as an internal encumbrance document, and does not constitute the contract.
- U. Request for Proposal (RFP):** A formal written solicitation for a good and/or service for which the evaluation of a proposal may be based on prior established criteria based on the relative importance of price and other evaluation factors and/or criteria. Typically evaluation of the proposal is not on price alone..
- V. Request for Qualification:** A formal written and sealed solicitation to solicit qualifications from select firms or businesses to provide professional services wherein the respondents are evaluated based solely on their qualifications. Typically, the initial selection is made based on the qualifications, without regard to price. The terms and conditions, as well as price, are later negotiated.
- W. Qualified Bidder or Proposer:** The vendor(s) who have submitted a response to a Bid, Request for Proposal, or Request for Qualifications in a manner that demonstrates that they are responsive and responsible vendor(s).
- X. Responsive Bidder or Proposer:** A vendor 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.

- Y. **Service/Maintenance Agreements:** Contractual documents detailing specifications under which the vendor will provide maintenance/service to equipment in the possession of the County.
- Z. **Sole Source/Single Source/Proprietary Purchase:** Only known existing source, or only one viable source, for those procurements, which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace. These purchases may include commodities and services affected by territorial distributorships, original equipment manufacturers and components; requirements to maintain a degree of continuity to the original or existing decor, equipment, or programs, and where an attempt to bid/quote could result in operational or functional inconsistency, or excessive delay.

### III. Directives

- A. All requests for the purchase of materials and/or services, and all purchases shall be for a public purpose and not a personal benefit to a Commissioner or any employee(s) of Brevard County Board of County Commissioners and in accordance with this policy unless otherwise exempt under this policy.
- B. Purchases of materials and/or services by Commissioners or Commission Offices shall be used primarily for day to day expenses for commission offices and for the purchase of items necessary to operate their Commission Offices. Purchase of material and/or services shall not be used for any expenses that provide a personal benefit to the Commissioner.
- C. Purchase of materials and/or services by Commissioners or Commission Offices shall not be used for third party purchases or purchases whereby a third party is the recipient of the purchased item(s) and are prohibited. The term third party means anyone not an employee of the County Commission Office.
- D. Any purchases of materials and/or services by a Commission Office shall be submitted for acknowledgement on a Brevard County Board of County Commissioner's Agenda in the Bill Folder.
- E. Materials or services may be purchased by multiple-source competitive practices when a department/office has determined through market research that this is the most cost-effective means to purchase. Cooperative bidding, to include purchasing from State, and/or other authorized joint purchase agreements may be used to reduce administrative costs for construction services and high use, consumable items.
- F. Purchasing cards will be assigned based on agency need and will be used to replace, when possible, the use of petty cash, direct payment fast entry

vouchers and open/framework purchase orders.

- G. Small purchases of less than \$1,000 cumulative total which are not covered under a bid agreement have no mandatory quotation or bid requirements.
- H. Every reasonable effort shall be made to solicit at least three (3) responsive quotes/bids from qualified sources for purchasing thresholds referenced in this section. The requisitioning approval authority, award authority and payment approval authority based on annual cumulative amounts shall be according to the thresholds below. Splitting of requisitions to circumvent competition required at established thresholds is prohibited.
  - 1. \$1,000 and up to \$25,000: Department/Office Directors via informal quote as defined in Section II.N, up to \$50,000 via formal quote, as defined in Section II.L., solicited by Purchasing Services.
  - 2. Up to \$100,000: Assistant County Manager with recommendation for award from the user department/office and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
  - 3. Up to \$200,000: County Manager with recommendation for award from the user department/office and Purchasing Manager or selection committee, as appropriate, via Formal Quote/Bid/Proposal.
  - 4. Above \$200,000: Board of County Commissioners, with recommendation for award from the County Manager, user department/office and Purchasing Manager, via Bid/Proposal, when not previously approved by the Board.
  - 5. Capital Outlay and Capital Improvements: The Budget Office will submit a detailed list of proposed capital outlay items and capital improvement projects to be included in the County's Annual and Capital Budget. This list will be reviewed and approved by the Board during the public hearings on the Annual Budget. The Board's approval of the County's Annual and Capital Budget shall also serve as approval for County agencies to advertise the solicitation and to award based on the terms of the solicitation for tangible items, capital improvement projects and/or equipment when funding is available and within the scope, goals and mission of the Board approved County's Annual and Capital Budget. This Policy also constitutes authority for the County Manager to sign the agreement(s) incorporated into the Request for Bid documents or Request for Proposal, provided that agreement has been reviewed and approved as to form and legal content by the County Attorney's Office, Risk Management and Purchasing Services.
  - 6. For the purposes of section 125.17, Florida Statutes, this policy authorizes the Clerk to the Board to attest to any agreements executed by the Chair of the Board of County Commissioners.

7. Approval for award by the proper authority shall act as authorization for the Purchasing Manager to release and sign a Purchase Order for the service or commodities awarded.
8. If, during a competitive bidding or selection process, the County has received a recommendation for award or reference for a particular vendor from a state and/or federal elected official, staff shall proceed as follows:
  - a. If the award of the bid/selection is to be made by the Board of County Commissioners, copies of the local, state and/or federal elected officials' recommendations or references shall be included as part of the Agenda Item that is presented to the Board for its consideration for the award of the bid/selection.
  - b. If the award of the bid/selection is to be made by a designee as provided for under this policy, copies of the local, state and/or elected officials recommendations or references shall be included as part of an Agenda Item that is presented to the Board for its review and consideration prior to the designee proceeding with final award of the bid/selection.
- I. Advertising Requirements: Adequate public notice of all the County's solicitations shall be as follows: All solicitations, unless exempted or other requirement apply under Federal, or State laws or regulations, grant funding requirements; or waived by the Board, shall be advertised on the County's official website and the County's vendor platform which accepts electronic submission of the County's solicitations at least twenty-one (21) days prior to the last day set for the day of opening. The County Manager upon recommendation by the Purchasing Manager, may shorten the twenty-one (21) day requirement to not less than seven (7) days, based on such factors as emergency need, availability of competition, amount of the acquisition, etc. Other publications may be used in addition to this requirement to reach selected markets. When warranted, the County Manager upon recommendation by the Purchasing Manager, may authorize advertisement, regardless of the dollar amount of the acquisition, to gain additional competition that may result in lower pricing and overall cost savings to the County.
- J. All solicitations shall define the Cone of Silence and specify who the County representative is for the specific procurement. Upon the advertisement of a solicitation, Cone of Silence shall apply only to that particular solicitation as specified in the solicitation document. The Cone of Silence shall terminate upon the issuance of a notice of award, the rejection of all responses, or the termination of the solicitation, whichever comes first. Violation of the Cone of Silence by a vendor may disqualify the vendor from participation in the solicitation process for the solicitation at hand. The Cone of Silence shall not apply to the following:

1. A Committee Member that has on-going projects or services which involve vendors that may be submitting proposals, conversation on those projects or services shall be carefully limited to avoid discussion of a competitive solicitation.
  2. Communications at any public proceeding or meeting, including Pre-Bid Conferences, evaluation committee, presentations or pre-award meetings.
  3. Communications during contract or agreement negotiations between designated County employees and the intended vendor.
  4. Communication with a vendor by Purchasing Services staff after the vendor has provided a response to the to the solicitation to clarify the vendor's response.
  5. Communication following the filing of a protest to a solicitation between the protesting vendor or the selected vendor and Purchasing Services, County Manager's Office, and the County Attorney's Office concerning the protest.
- K. Announcement Requirements: A formal announcement shall include posting of the solicitation in various publicly accessible locations and sending the announcement to all vendors who have expressed an interest in providing those goods and services requested.
- L. In addition to other requirements as may be outlined in this policy, when not previously authorized, Board approval is necessary for the following:
1. Waiver of or exemption from bid requirements such as permission to purchase, or permission to quote, when the dollar amount is above \$200,000.
  2. Awards when the staff recommendation is protested by vendor(s) with standing to protest.
  3. Sole or proprietary source, GSA Information Technology Contracts, State Contract or other cooperative agreement procurements, as recommended by the County Manager, if above \$200,000.
  4. Awards involving a formal contract, if not expressly requested in the original permission to solicit, or not approved via the County's Annual and Capital Budget, including, but not limited to, such contracts as service or maintenance agreements, awards on proposals and competitive negotiated agreements, and rentals, where the award is above \$200,000 and all other requirements are met. The award of the bid by the Board is sufficient for execution of the contract by the Chair.
  5. Standardization, when determined to be more cost effective and in the best interest of the County, above \$200,000. Standardization of materials, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.
  6. Rejection of all submitted bids or proposals above \$200,000.

- M. The County Manager may approve the above actions within his/her approval authority and below.
- N. The County Manager may approve awards involving a formal contract within his/her approval authority. This includes, but is not limited to, service or maintenance agreements, awards on proposals, and competitive negotiated agreements and consultant agreements. Change orders to construction contracts shall follow BCC-27, Construction Contracts.
- O. Should the lowest formal bidder or quoter prove to be non-responsive to the bid specifications or non-qualified in any manner, such as financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability, which are all necessary to insure good faith performance, the Purchasing Manager, in conjunction with the user department/office recommendation, shall reject the bid or quote and award to the next lowest responsive and qualified bidder or quoter. Appropriate documentation will be maintained in the official record. Any bidder, with standing to protest such a rejection, shall be afforded the right, as per the protest procedures outlined in the Purchasing Manual. If unresolved, the final step shall be before the Board.
- P. Should less than three formal bids or quotes be obtained, the County Manager, the Purchasing Manager and user department/office shall determine the reason for lack of competition and maintain documentation in the official record. Formal reporting to the Board or the County Manager, as applicable, will be made on an annual basis.
- Q. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and department/office may negotiate on the best pricing, terms and conditions.
- R. The following are exempt from formal advertised bid requirements; however, a competitive environment shall be maintained where feasible:
1. Emergency purchases as approved by the Board, or County Manager to correct health or safety hazards or avoid interruption of essential governmental service which are deemed in the best interest of the County. Those above \$200,000 will be reported to the Board for ratification after-the-fact
  2. Acquisition of land and/or space requirements (purchase, lease or rental).
  3. Purchases utilizing GSA IT Technology/State/Cooperative agreements.
  4. Sole Source or Proprietary purchases.

5. Media Materials (books and film).
  6. Service or Maintenance Agreements provided by the original equipment manufacturer (OEM), or an authorized service representative(s), if not other viable alternatives are available as determined by the Purchasing Manager and user department/office. When repairs/services to existing equipment are not available, by OEM, or authorized service representatives, such orders will be placed with a repair service center(s) as may be selected by the County based on factors such as cost, experience, service capabilities, stock inventory, personnel qualifications, locale, like-unit replacement during repair, and financial stability as evidenced by trade references, audited financial statements, etc., as determined by the Purchasing Manager and user agency. The acquisition of service/maintenance agreements shall comply with the acquisition requirements stated previously.
  7. Usage of In-County resources, such as Roadways and Landscaping services for parking lot improvements.
  8. Acquisition of vehicles and equipment via surplus auction.
  9. Property and Liability Insurance, when recommended by the Human Resources Director due to insurance market conditions, and/or when delay of obtaining coverage could increase the County's risk.
  10. The Purchase of or payment for utility services, including but not limited to water and sewer, electric, telephone, etc.
- S. Acquisition of minor audio/video media, periodicals, small book orders, subscriptions, renewal memberships (as per Policy BCC-11), stamps, arts and crafts materials, software, and small miscellaneous recreation materials, less than \$1,000 in value, and approved for a public purpose, are to be processed by means of County Finance Department's "Fast Entry Invoice Direct Payment Voucher" or Purchasing Card systems as appropriate.
- T. Lease or lease purchase of tangible personal or real property is authorized, consistent with section 125.031, Florida Statutes, upon Board approval, in compliance with the restrictions in section 5.3.2. of the County Charter. Authority is delegated to the County Manager to approve and authorize equipment rentals necessary for continuation of daily operations or completion of projects with total payments of \$100,000 or less over the term of the rental agreement and the term of the rental agreement does not exceed one year. Authority is delegated to the department/office director of the user department/office to approve and authorize equipment rentals with total payments of \$10,000 or less over the term of the rental agreement.
- U. The County Manager, upon recommendation from the user department/office, will determine mandatory attendance at pre-solicitation conferences, using complexity of the solicitation, availability of competition and dollar amount as guidelines.



V. On all solicitations, the County Manager, upon recommendation by the Risk Manager, will establish insurance requirements based on exposure to loss. Specifically, Builder's Risk and/or Installation Floater will not be required for:

1. Renovation projects under \$100,000 except where requested by the Risk Manager. (Renovation Projects would not include any new above ground structures).
2. Projects involving below ground structures except where requested by the Risk Manager based on exposure to loss.
3. Projects under \$100,000 where the construction is for new above ground structures and where the contractor has agreed in writing to be responsible for any losses occurring during construction.

W. The County Manager shall establish procedures for the processing of procurement requests consistent with this Policy. A Purchasing Manual shall be developed to provide guidance for the completion of procurement processes necessary to ensure compliance with established Board Policies and Administrative Orders.

X. Contract Administration

1. All contracts shall be administered, as may be applicable, in accordance with Board Policy BCC-26, Acquisition of Consultant Professional Services; Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration or as amended.
2. All contract change orders, amendments, addenda and task orders shall be administered and authorized, as may be applicable, in accordance with Board Policy BCC-27, Construction Contracts; and Administrative Order AO-29, Contract Administration.
3. Board approved contracts may be amended by the County Manager in an amount up to 10% of the contract or \$200,000 whichever is lower.

Y. Grant Assistance

1. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, state or federal laws/regulation requirements specified in the funding/grant conditions as they pertain to the state or federal assistance grant or contract funds.

Z. E-Verification

1. In accordance with section 448.095, Florida Statutes, a public employer, may not enter into a contract with a contractor or subcontractor unless each party to the contract registers with and uses the U.S. Department of Homeland Security E-Verify System (E-Verify). For purposes of this section, a contractor is defined as a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to the public employer in exchange for salary, wages or other

renumeration.

2. The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
3. The County shall verify the Contractor's / Vendor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
4. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

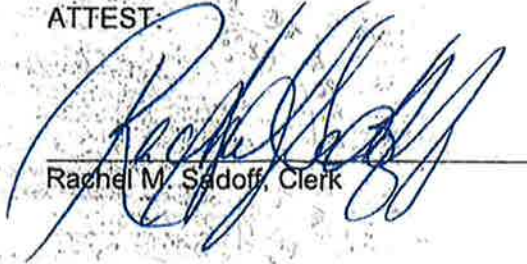
#### IV. Reservation of Authority

The authority to issue and/or revise this policy is reserved to the Board of County Commissioners.



Kristine Zonka, Chair  
Brevard County Board of County Commissioners  
As Approved by the Board on October 25, 2022

ATTEST



Rachel M. Sadoff, Clerk

**EXHIBIT B**  
**STANDARD HOURLY RATES**

<b>Position Title</b>	<b>Rate/hr</b>
Project Director/Officer	\$ 230
Project Manager	\$ 210
Senior Project Engineer/Professional	\$ 200
Project Engineer/Professional/Scientist	\$ 140
Staff Engineer/Professional	\$ 120
Senior Technician	\$ 120
Project Technician/AutoCAD	\$ 110
Draftsperson	\$ 100
Senior Project Surveyor	\$ 175
Survey Crew	\$ 175
Certified Resident Construction Representative	\$ 125
Field Technician	\$ 100
Administrative Manager	\$ 110
Administrative Assistant/Clerical	\$ 85

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



BOARD OF COUNTY COMMISSIONERS

## ADMINISTRATIVE ORDER

**Title:** TRAVEL

**Number:** AO-21

**Cancels:** 10/24/2017

**Approved:** 06/12/2018

**Originator:** County Manager

**Review:** 06/12/2021

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

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

### **II. DEFINITIONS**

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

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

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

### **III. REFERENCES**

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

### **IV. TRANSPORTATION REQUIREMENTS**

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

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

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

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

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

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

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

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

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

## 2. County Vehicles

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

## 3. Privately Owned Vehicles

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

# V. PER DIEM AND SUBSISTENCE

## A. APPROVAL TO INCUR CLASS A AND B TRAVEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

E. MONETARY ADVANCES PRIOR TO TRAVEL

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

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

F. ADVANCE PAYMENTS

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

forwarded to the Finance Department after receipt.

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

V. **TRAVELERS EXPENSE REIMBURSEMENT REQUIREMENTS**

- A. All requests for reimbursement of travel expenses must be itemized on the Travel Expense Report (BCC-7). For Class A and B this would include all advance payments. All expenses charged on the purchasing card must be listed on the TER. Class A or B Travel reimbursement requests must be submitted on a separate BCC-7 form (i.e., Class A and B travel may not be commingled with Class C travel on any report).
- B. All Travel Expense Reports shall be approved by the Appointing Authority or designee, in the absence of the Appointing Authority, and submitted to the Finance Department with required receipts. The authorizing signature cannot be a subordinate of the traveler. Class C travel should be submitted at least quarterly. All travel for the prior fiscal year should be submitted by the end of October to be charged properly.
- C. The Finance Department will determine the accuracy of the report and will return any items that are determined to be ineligible in accordance with this Administrative Order to the Appointing Authority.
- D. Specific instructions for completion of a Travel Expense Report for reimbursement consideration are provided below in subparagraphs 1 through 3 as follows:

1. **Mileage for Privately-Owned Vehicle**

a. Allowable mileage:

- 1) Only the mileage determined to be for official business is eligible for reimbursement. The rate of mileage reimbursement is tied to the annual Internal Revenue Service (IRS) mileage reimbursement rate. This rate is updated periodically by the IRS. The Finance Department will update the mileage reimburse rate on the "Travel Expense Report."
- 2) When an authorized person is required to report to an initial

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

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

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

2. Incidental Expenses

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

3. Class A and B Expenses

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

E. FRAUDULENT CLAIMS

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

F. HOTEL ACCOMMODATIONS

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

G. RENTAL CARS

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

H. TRAVEL REWARDS PROGRAMS

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

VI. RESERVATION OF AUTHORITY

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

 6/12/18  
Frank Abbate, County Manager      Date

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



**EXHIBIT E**  
**RFQ 6-22-14**



**Brevard County Solid Waste  
Management Department**

**REQUEST FOR QUALIFICATIONS**

**RFQ-6-22-14**

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**PROFESSIONAL ENGINEERING SERVICES FOR  
THE SOLID WASTE DEPARTMENT**

**Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, Bldg. C  
Viera, Florida 32940  
(321) 617-7390**

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- V. REQUIRED FORMS**

# **REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ-6-22-14**

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## **PROFESSIONAL ENGINEERING SERVICES FOR THE SOLID WASTE DEPARTMENT**

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### **PART I: GENERAL INSTRUCTIONS**

#### **I. INTRODUCTION**

The Board of County Commissioners of Brevard County, Florida, (COUNTY) is responsible for providing facilities and services to meet the solid waste disposal needs of the citizens of Brevard County and has the authority to construct, acquire, improve, maintain and operate a solid waste disposal system within Brevard. In order to meet this responsibility, while ensuring compliance with state and federal permits and regulations, the County is seeking to procure qualified engineering and consulting services to perform project design, permitting, bidding assistance, construction administration services, permit compliance, and cost control for the COUNTY's solid waste operations and capital improvements. The Brevard County Solid Waste Management Department (BCSWMD) currently operates the Central Disposal Facility (CDF), CDF Slurry Wall Class I Landfill (SWL), CDF Cell 1 Class I Landfill, Sarno Road Class III Landfill, Titusville Transfer Station, Sarno Road Transfer Station, and Mockingbird Way Mulching Facility. Currently, under the design, bidding, or construction phase are CDF Cell 2, US192 Solid Waste Management Facility, the Titusville Transfer Station replacement, CDF Slurry Wall Landfill Phase VII Closure, and South Landfill Cell 1 Gas System Expansion.

#### **II. PURPOSE AND SCOPE OF SERVICES**

The purpose of this solicitation is to procure professional engineering and consulting services to support the BCSWMD. The intent is to select one or more qualified firms to provide these services which include, on an as-needed basis, the following:

- (1) Preparation of applications for solid waste facility construction, operation and closure permits, Title V permits, environmental resource permits, renewals and modifications to permits, as well as supporting documentation and reports required for construction and operation of the County's solid waste management system;
- (2) Evaluation and design of repairs or improvements to the existing solid waste system including structures and buildings, the CDF leachate collection and containment systems, the stormwater management systems, and landfill gas collection and control systems;
- (3) Investigations into cost-effective and efficient alternatives for solid waste management and disposal, and solid waste operations;
- (4) Design, permitting and construction oversight of the solid waste capital improvement projects scheduled during the contract term. These services may include: development of construction plans and technical specifications; preparation of construction cost estimates; bidding assistance including bid document preparation, bid review and qualification of contractors; construction oversight; construction certification for the construction and closures of landfills in accordance with the Florida Department of Environmental Protection (FDEP) permits and approved permit design plans; third party review and value engineering of engineering designs. The Solid Waste Management Department's current capital improvements projects include:

- Phased, sequential closure of the Central Disposal Facility (CDF) Class I Slurry Wall Landfill (Phase VII and Phase VIII Closures);
- Phased, sequential closure of the CDF Class I South Landfill (Cell 1 and Cell 2);
- Phased, sequential closure of the Sarno Road Class III Landfill (Phase II and Phase III Closures);
- CDF South Landfill Cells 3, 4, and 5 design and permitting, including stormwater system, gas system expansion, filling sequences, and phased sequential closures;
- CDF South Landfill Cell 3 construction bid documents preparation, bidding assistance, construction oversight, and construction certification;
- US 192 Class III landfill Cell 1 and associated infrastructure and facilities (scale house, leachate containment, employee facilities, maintenance facilities, fueling farm, wastewater treatment plant);
- CDF Class I South Landfill and Slurry Wall Landfill gas system design and expansion;
- CDF Citizens drop-off relocation;
- CDF Multiuse Education Facility construction;
- CDF Southwest corner realignment, South Landfill;
- CDF Leachate Pretreatment and Holding Tank Expansion;
- Titusville Transfer Station replacement;
- Mockingbird Way Mulching Facility improvements;
- Titusville Transfer Station Entrance Improvements;
- Titusville Transfer Station Solar Improvements;
- CDF Slurry Wall Landfill Solar Array;
- CDF Cover Material Storage Pad relocation;
- CDF stormwater and leachate collection system improvements;
- Sarno Road Landfill Closure;
- Sarno Road Landfill Solar Array;
- Sarno Transfer Station improvements.

The scheduling of capital improvement projects is at the discretion of the County; some projects may not be initiated within the term of the contract due to scheduling and budgetary constraints, reduced solid waste volumes, or other unforeseen circumstances.

Areas of engineering expertise must include permitting, construction, operation and closure of Class I and Class III landfills, solid waste transfer stations, landfill gas collection and control systems, leachate management and collection systems, storm water management systems, and Title V, Solid Waste and Environmental Resource permitting and associated wetland mitigation.

- 5) **TERM:** The Agreement shall be a "continuing contract," as defined under Section 287.055(2) (g), Florida Statutes, and BCC 26 Brevard County Policy and shall have a term of five (5) years from contract execution date. Based on the response to this RFQ, the Selection Committee will select and recommend firms to provide to the County services required under this RFQ. This Agreement shall become effective upon execution by both parties. Consultant(s) shall commence work within five (5) days of receipt of a Task Order or Purchase Order signed by the parties and a written "Notice to Proceed" from the County. The Consultant shall complete its work in accordance with the time schedule specified in the applicable Task Order or Purchase Order.

Qualified responses will be reviewed and ranked by the County's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms may be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). The Negotiating Committee will then negotiate with the top-ranked firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and Brevard County Policy BCC-26. Brevard County reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for Professional Engineering Services for Brevard County's Solid Waste Department will be received until **2:00 pm on August 23, 2022**.

Qualifications shall be submitted to the Brevard County Purchasing Services, Attn: **Debbie Feingold**, 2725 Judge Fran Jamieson Way, Building C-303, Viera, Florida 32940.

\*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the Brevard County Purchasing Department at the address above. To be considered, a RFQ must be accepted in the Purchasing Services no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Board of County Commissioners or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

Any questions relating to this RFQ should be received by purchasing before **August 3, 2022 @ 5:00 pm** in order to facilitate issuance of a timely addendum responding to the questions received.

The staff member designated as the liaison for this Request for Qualifications is Debbie Feingold, Brevard County Purchasing Services, (321) 617-7390; e-mail [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov).

### III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) or on VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)) website.

You may also contact the Purchasing Services office at:

Brevard County Board of County Commissioners  
Purchasing Services  
Attn: Debbie Feingold  
2725 Judge Fran Jamieson Way, Building C, 3rd Floor

Viera, Florida 32940  
(321) 617-7390 / Email: [debbie.feingold@brevardfl.gov](mailto:debbie.feingold@brevardfl.gov)

The Solid Waste Management Department will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the County. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.
2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the County. If the County is unable to electronically verify the Contractor participates in the E-Verify Program, as required per Florida Statute Chapter 448.095; the CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
3. The County will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.
4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.
5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the County. Furthermore, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.
6. Contractors, their agents, and associates shall not contact any County official or member of the County staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.
7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.
8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the County nor its representatives shall be responsible for determining the final scope of services that may be required.
9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.
10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.
11. The County, at its discretion, reserves the right to waive minor informalities or irregularities

in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the County's judgment, will be in the County's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by Brevard County Purchasing Services. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the County.
13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.
14. Any Responses submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as Brevard County receives the Response by the deadline as provided herein.
15. For good and sufficient reason, the County may extend the Response deadline. Notice will be provided by an addendum being published to VendorLink [www.myvendorlink.com](http://www.myvendorlink.com) and DemandStar [www.demandstar.com](http://www.demandstar.com).

#### IV. SCRUTINIZED CONTRACTORS

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

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



## VI. REQUIRED USE OF E-VERIFY

1. In accordance with Florida Statute Chapter 448.095, Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program: the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

## VII. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the County successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the County that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the County reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).
2. The successful Contractor shall hold harmless, indemnify and defend the County, its Commissioners, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.
3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the County. This requirement is not negotiable.**
4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:
  - a. Workers' Compensation - Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.
  - b. Comprehensive General Liability and Auto Liability - Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence including Contractual Liability incurred under this

Contract.

- c. Professional Liability Insurance - For errors and omissions in the amounts of \$1,000,000 per claim.
5. Tie - Award of all tie rankings shall be made by the Purchasing Manager in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
  - b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent 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;
6. Complaints and Disputes - Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- a. Posting of Award Notices
    - i. 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 VendorLink and DemandStar. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/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.
    - ii. FORMAL SEALED PROPOSALS/RFQs: 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.
  - b. Proceedings
    - i. Any responding contractor—who is allegedly aggrieved in connection with the solicitation or pending award of a contract—must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
    - ii. 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.
    - iii. 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.

- iv. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.
- c. Stay of Procurement During Protests  
Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

#### VIII. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

##### SUBMITTAL FORMAT:

Submittals shall be printed on 8-1/2 x 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit four (4) fully executed signed copies and one (1) electronic copy on USB flash drive**. The booklet shall be divided and organized with tabs as follows:

##### Tab 1: Introduction (maximum 2 pages)

Respondents shall submit a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter; this section shall include the name, address, telephone number, and e-mail address of one person to whom all correspondence should be directed, on behalf of the respondent

##### Tab 2: Organizational Profile and Subcontractors (maximum 4 pages)

Describe the business organization. Identify who will serve as major participants (firms) and their respective roles, and the following information as to business operations:

- 1) **Organization:** State the full name, address and telephone number of the proposing firm/organization(s). Include Federal I.D. number and Corporate Charter Number.

Indicate whether those persons who will participate in performing services for respondent will operate as a sole proprietorship, individual, partnership or corporation, and the state of its incorporation or license to operate.

- 2) **Major Participants.** Recognizing the scope of this contract, interested parties may select to use joint venture partners or sub-consultants. Provide the following in list form on a summary page.

- a. A list of major participants and complete addresses, and their relationship to the respondent, whether as a joint venture, partner, subsidiary or sub-consultant.
- b. Specific role in the project of all participants noted above.

**Tab 3: Experience (maximum 5 pages)**

Respondents should demonstrate a minimum of five (5) years' specific experience on similar projects relating to their engineering and consulting experience. The information will be presented in summary form and then can be followed as appropriate by a narrative.

- 1) List five projects for which your firm has provided engineering services related to those solicited in Section II Scope of Services. In determining which projects are most related, consider relative size and complexity; how many of the proposed team worked on the listed project; how recently the project was completed; and experience within Florida and Brevard County;
- 2) For each listed project provide the following information: owner, owner's point of contact, scope of project and services provided, cost, current phase of development, completion date, type of delivery method (lump sum, design-build, construction management, etc.) names of firm's main project team members and titles.

**Tab 4: Firm's Personnel**

- 1) List total number of your firm's key personnel by skill group (i.e. construction administration, civil, structural, mechanical, electrical, environmental, etc.)
- 2) Name all key personnel who will be part of the consulting team for this contract, their role in this contract and describe their role, if any, in each project listed in response to Tab 3, Firm's Experience.
- 3) Provide one to two-page resumes for Project Manager and project team, including subconsultants, that include the person's title, current position with the company, length of time with the company, a summary of relevant professional qualifications, relevant professional experience, education, and professional registration and certification /licensing.

**Tab 5: Project Management**

- 1) **Project Team.** Provide a brief description the firm's Project Team organizational structure and "chain of command". Provide a graphical illustration of the proposed service delivery structure.
- 2) **Scheduling.** Describe the way in which your firm develops and maintains project schedules and how often are they updated? Include specific examples of scheduling challenges, and how your firm helped solve them. Submit an example of a project schedule.
- 3) **Information Management.** Describe the types of records, field records, logs, meeting minutes, monthly reports, monitoring systems and information management systems which your firm uses in the management of projects. Please indicate computer programs and versions to be used to complete the Tasks within the Scope of Work for this project. The County reserves the right to require all firms to use Microsoft Project for data management and project tracking.

- 4) **Quality Control.** Describe the way your firm maintains quality control during the project period. Provide specific examples of how these techniques are used.
- 5) **Cost Controls.** Describe how your firm controls internal costs.

**Tab 6: References**

The Firm's past performances on contracts will be evaluated. The engineering firm must provide a list of a minimum of three (3) separate and verifiable clients. These listed Clients must be for completed work on solid waste management design, permitting and construction projects that are identified in, or are similar to, Tab 3. Firm's Experience. Include only those projects worked on during the past 7 years. The engineering firm must list these clients on the **Client Reference Sheet**. Confidential clients shall not be included. Respondents using joint ventures should include former partners of the venture. Information on each client shall be provided in the following format: Project Name, name of owner, contact person with telephone number, fax number, and email address, scope of services, your firm's role in each of the project, and principal team members from your firm.

**Tab 7: Required Proposal Forms**

- 1) Signed Public Entity Crime Affidavit
- 2) Signed Contractor Affidavit Regarding Scrutinized Company List
- 3) Foreign Influence Disclosure Form
- 4) Confirmation of Drug-Free Workplace Form

IX. **EVALUATION CRITERIA**

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to the Brevard County Board of County Commissioners for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, Experience, and Design Approach for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

<u>Criteria</u>	<u>Weighted Score</u>
<b><u>Compliance with RFQ Instructions</u></b>	<b><u>5</u></b>
General compliance with the instructions issued in the RFQ. Significant noncompliance may be grounds for disqualification.	
<b><u>Tab 1: Introduction</u></b>	<b><u>5</u></b>
1. Summarized Introduction and Key Contact Information	
<b><u>Tab 2: Organizational Profile and Subcontractors</u></b>	<b><u>5</u></b>
1) Organizational Chart	
2) Participants Performing Services for Respondent	
3) Branch Office or Other Joint Venture or Subconsultants	
<b><u>Tab 3: Experience</u></b>	<b><u>30</u></b>
1) Specific Project History and Description	
2) Project Contact Information	

<b><u>Tab 4: Firm's Personnel</u></b>	<b><u>30</u></b>
1) Key Personnel by Skill Group	
2) Key Consulting Team and Role	
3) Project Manager and Project Team with Resumes'	
<b><u>Tab 5: Project Management</u></b>	<b><u>15</u></b>
1) Project Team	
2) Scheduling	
3) Information Management	
4) Quality Control	
5) Cost Controls	
6) Major Participants	
<b><u>Tab 6: References</u></b>	<b><u>10</u></b>
1) Project References (minimum 3)	

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**Total ► 100**

**PUBLIC ENTITY CRIME FORM**

**Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:**

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

Acknowledged: \_\_\_\_\_

Date: \_\_\_\_\_



## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking

other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. \_\_\_\_\_ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(AFFIX SEAL or STAMP)

\_\_\_\_\_  
Notary Public

My commission expires:

**PROFESSIONAL ENGINEERING SERVICES FOR  
THE SOLID WASTE DEPARTMENT  
RFQ-6-22-14  
CLIENT REFERENCE FORM**

**REFERENCES – PROJECTS**

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. **Note:** A contact person shall be someone who has personal knowledge of the 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.

Ref #1.	Customer/Client:	_____
	Date of Services:	_____
	Description of Services:	_____
	Street Address:	_____
	City, State, ZIP Code:	_____
	Telephone #:	_____ Fax #: _____
	Contact Person:	_____ Email: _____
<hr/>		
Ref #2.	Customer/Client:	_____
	Date of Services:	_____
	Description of Services:	_____
	Street Address:	_____
	City, State, ZIP Code:	_____
	Telephone #:	_____ Fax #: _____
	Contact Person:	_____ Email: _____
<hr/>		
Ref #3.	Customer/Client:	_____
	Date of Services:	_____
	Description of Services:	_____
	Street Address:	_____
	City, State, ZIP Code:	_____
	Telephone #:	_____ Fax #: _____
	Contact Person:	_____ Email: _____
<hr/>		
Ref #4.	Customer/Client:	_____
	Date of Services:	_____
	Description of Services:	_____
	Street Address:	_____
	City, State, ZIP Code:	_____
	Telephone #:	_____ Fax #: _____
	Contact Person:	_____ Email: _____
<hr/>		
Ref #5.	Customer/Client:	_____
	Date of Services:	_____
	Description of Services:	_____
	Street Address:	_____
	City, State, ZIP Code:	_____
	Telephone #:	_____ Fax #: _____
	Contact Person:	_____ Email: _____
<hr/>		

Ref #6. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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Ref #7. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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

**PROFESSIONAL SERVICES ENGINEERING SERVICES FOR  
THE SOLID WASTE DEPARTMENT  
RFQ-6-22-14  
DISCLOSURE FORM**

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

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

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

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

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

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

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

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

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

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

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

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

Control of such Foreign country of Concern: \_\_\_\_\_

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

\_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

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

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

Company Name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

[Notary Seal]

Notary Public \_\_\_\_\_

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

**PROFESSIONAL SERVICES ENGINEERING SERVICES FOR  
THE SOLID WASTE DEPARTMENT  
RFQ-6-22-14  
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

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

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

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

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

\_\_\_\_\_  
RFQ Number and Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position



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**PROFESSIONAL ENGINEERING SERVICES FOR  
THE SOLID WASTE DEPARTMENT  
RFQ-6-22-14  
August 4, 2022  
Addendum 1**

**TO ALL PROSPECTIVE CONTRACTORS**

This is an Addendum to and shall be considered as part of the original advertisement package for the above-mentioned Request for Qualifications. Contractors are requested to acknowledge receipt of this Addendum with their submission.

**CLARIFICATION TO QUESTIONS ASKED RECEIVED:**

1. **QUESTION:** Section VIII. Submittal Requirements of the RFQ lists that we are able to include an organizational chart in Tab 2 and an organizational chart in Tab 5. Please confirm if we are expected to provide a company organizational chart in Tab 2 and the project team's organizational chart in Tab 5.

**RESPONSE:** Please see page Pages 13 – 14, Section IX. EVALUATIONS CRITERIA. The organizational chart requirement has been removed from Tab 2. Please only include an organizational chart in Tab 5.

2. **QUESTION:** Please see Article VII, Special Terms and Conditions, Paragraph 2. Can you please replace with allowable text for indemnity in a professional services contract per Florida Statutes 725.08?

**RESPONSE:** Page 8, Section VII Special Terms and Conditions of the Solicitation, #2 now reads as follows:

*"The successful Contractor shall hold harmless, indemnify and defend the County, its Commissioners, employees, representatives and agents against any and all claims, for and related in any way to bodily injury, sickness, disease, personal injury, damages to property of any kind (including but not limited to loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which COUNTY is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of CONTRACTOR, or any of its agents or employees, including subcontractors. Such acts or conduct by*

*Contractor shall include, but are not limited to, any errors or omissions in the CONTRACTOR's services, including, but not limited to, design services. The indemnification shall include payment of the COUNTY's legal defenses, including reasonable fees of attorneys as may be selected by the COUNTY, for all claims above."*

**Please note that the Request for Qualifications opening date and time remains August 23, 2022 @ 2:00 pm.**

All other terms and conditions remain unchanged.

Sincerely,



Mary Bowers  
Purchasing Manager

cc: file  
Solid Waste Department

**END OF ADDENDUM NO. 1**