



Local Workforce Board 13 serving Brevard County

**REQUEST FOR PROPOSALS
RFP #19-502-001**

HEAVY EQUIPMENT RENTAL

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.
D/B/A CAREERSOURCE BREVARD**

Release Date
April 1, 2020

Deadline for Receipt of Responses
April 28, 2020 by 3:00 PM EST

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Jana Bauer, Program and Contracts Officer
CareerSource Brevard
jbauer@careersourcebrevard.com
321-394-0696

REQUEST FOR PROPOSAL
Heavy Equipment Rental

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1. BACKGROUND

Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard is designated as the administrative entity and grant recipient for federal workforce investment programs in Brevard County, Florida, located on the central east coast of the state. An essential element of the organization's operating criteria is to respond to a demand driven economy based on local employer needs and equipping job seekers with the skills and knowledge to meet the current and future occupational needs of the regions businesses. The primary objective is to provide a high quality, integrated workforce services program that is responsive to the needs of employers and residents of Brevard County via three (3) fixed-site CareerSource Brevard One-Stop Career Centers (CSBCC) currently located in Palm Bay, Rockledge and Titusville, Florida.

Throughout recent years, CareerSource Brevard has received US Department of Labor National Dislocated Worker Grant (DWG) funding to address rapid employment needs in our area when an emergency or major disaster, such as a hurricane, has occurred. The purpose of the funding is to create temporary jobs to provide clean-up, restoration and humanitarian assistance to designated communities. Efforts can include clean-up, demolition, repair, renovation and reconstruction of destroyed and damaged public structures, facilities and lands within the affected communities. With the caliber of active projects, having the ability to lease heavy equipment within a short turnaround timeframe is critical to the success of these projects.

Pursuant to the Stevens Amendment, this project is supported by the U.S. Department of Labor Employment & Training Administration as part of a series of DWG awards totaling \$14,800,000 with 0% percentage financed from non-governmental sources.

2. PURPOSE

This is a Request for Proposal ("RFP") for qualified equipment rental companies (the "Respondent" or "respondent") to provide short-term and long-term leasing options of heavy duty equipment for Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard, referred to as "CSB"). An evaluation team for this RFP will review the proposals received in response to this RFP and the winning proposal(s) will be recommended to the CSB Board of Directors.

These documents constitute the complete set of specifications, requirements, and/or proposal forms.

All terms and conditions of this RFP, any addenda, Respondent's submissions and negotiated terms, are incorporated into the contract.

3. ELIGIBLE RESPONDENTS

All public or private not-for-profit corporations, organizations or agencies, or private for-profit corporations and businesses, not otherwise excluded; and properly organized in accordance with applicable state, local and federal law, that can demonstrate the capacity to successfully provide the services identified in this RFP may submit a proposal. Minority and women-owned and operated businesses are encouraged to submit a proposal. Proposals from consortia, partnerships or other combinations of organizations can be submitted, provided one organization is designated as the lead agency, fiscal agent, and

prime contractor with details provided on the assignment of consortium/subcontracting relationship. A proposal that includes subcontracting all activities and services in this RFP to other organizations will not be considered responsive. Individuals are not eligible to apply.

In accordance with Florida Statutes Sections 607.1501, 605.0902, and 620.1902, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Any organization awarded a contract as the result of this solicitation will be required to be authorized and licensed to conduct business in the state of Florida prior to contract execution.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization; (2) the entity's previous contract(s) with CSB has been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during the conduct of services under any contract; (4) the entity or its parent organization have filed for bankruptcy during the past (5) years; (5) the entity has been convicted of a public entity crime pursuant to 287.133(1)(a) Florida Statutes, or (6) the entity developed or drafted work requirements, or statements of work for this RFP. All proposals shall be reviewed for a perceived conflict of interest.

Respondents shall have direct experience with, and broad knowledge of, restorative projects due to natural disaster, the services and programs associated with it, and employ a team who can promptly respond to CSB needs. The ability to provide innovative, high quality services, flexibility, and timely response to CSB requirements is of paramount importance to the Board.

This RFP does not commit or obligate CSB to award a contract, to commit to any funds identified in this RFP document, to pay any costs incurred for the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The selected vendor or vendors by submitting a proposal acknowledges that public agencies and non-profit entities may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this procurement, for the same prices and/or terms proposed. Vendor(s) have the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency or government supported entity is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval- without the vendor's approval, the seeking Agency cannot Piggy-Back.

4. CONTRACT TYPE AND AMOUNT

Any contract awarded under this RFP is subject to available funding. CSB contemplates awarding an indefinite delivery/indefinite quantity contract. CSB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. However, CSB does not anticipate the necessity of committing funding in excess of \$2 million for the life of contract and renewal period for services awarded under this RFP. This amount is provided as a planning figure only, and does not commit CSB to award a contract

for this amount. Payment for services will be contingent upon successful deliver of fully ready-to-use equipment and submittal of an acceptable invoice.

The primary funding sources for this RFP are a series of US Department of Labor Dislocated Worker Grant (DWG) funds. Funding for the initial contract period, or any option period, may be adjusted up or down at the sole and absolute discretion of CSB. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet CSB’s needs, or when anticipated funding is not forthcoming from the federal or state funding sources. Increases in funding may result in additional allocation of funds from existing DWG grants or new grants provided by grantors.

Due to the nature of the funding sources, potential changes in legislation, policies and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes. The Respondent’s ultimate role in any new grants, reductions or increases in funding are at the discretion of CSB.

5. PERIOD OF PERFORMANCE

The duration of the contract(s) to be awarded as a result of this RFP shall be for an initial one year period provided performance remains acceptable to CSB during that period. Time will be of the essence for performance of services under the contract. Any contract awarded as a result of this RFP will provide that CSB shall have the option to extend the term of the contract. The duration of the contract, including any exercise options, will not exceed four (4) years. CSB anticipates the following periods of performance, provided contractor performance remains acceptable to CSB.

Year	Contract Phase	Contract Period	
		From:	To:
1	Initial	July 1, 2020	June 30, 2021
2	Option 1	July 1, 2021	June 30, 2022
3	Option 2	July 1, 2022	June 30, 2023
4	Option 3	July 1, 2023	June 30, 2024

The offer of an option renewal period is not guaranteed, and the award of the initial contract does not imply an exercise of the option renewal. The option to renew and the terms and conditions of the option to renew shall be exercised at the sole and absolute discretion of CSB.

6. SCOPE OF SERVICES

Upon contract award, the Contractor shall;

- A. Be licensed to conduct business in the State of Florida.
- B. Designate a primary point of contact that will be responsible for day-to-day management of the contract, supervising delivery of equipment, coordinating with CSB requirements and contract reporting.
 - i. Point of Contact shall be available for assistance between the hours of 8:00 am and 5:00 pm Monday through Friday (minimum) with the ability to

handle inquiries during those business hours (including lunch hours). During any emergency, or natural disaster (e.g. hurricane, flooding, etc.), the Respondent may be required to be available beyond those parameters.

- C. Upon request and as available, provide CSB with properly serviced and fully ready-for-use equipment to fulfill CSB's project needs.
- i. Prior to delivery to CSB's Worksite, Contractor shall ensure properly serviced and fully ready-for-use equipment to fulfill CSB's project needs. Properly serviced includes;
 1. Filling of fuel tanks,
 2. Complete lubrication,
 3. Filling of all other fluids as required by manufacturer's specifications,
 4. Adjustment of engine to proper operating condition,
 5. Proper inflation of tires,
 6. Removal of all debris and a full inspection to ensure no hazardous conditions are present.
 - ii. Contractor is required to provide notice of any equipment shortage upon request from CSB Project Manager or Designee's request. Same day notification shall be to CSB Project Manager or Designee so that alternate methods of obtaining necessary equipment can be prepared.
- D. Furnish all transportation, labor, supervision, equipment, tools, etc., necessary to provide for the rental (delivery and pick up) of light duty and heavy duty equipment to CSB Worksites on an as-needed basis.
- i. Contractor shall deliver all gasoline/diesel equipment to Worksite with a full-tank ready for use.
 - ii. CSB will be responsible for re-filling the equipment during use, and shall return equipment with a full tank.
 - iii. Contractor will exercise proper safety procedures/precautions when delivering or retrieving rental equipment, in accordance with all Federal, State and local laws, regulations, rules, or ordinances lawfully constituted authorities, including, but not limited to; the current codes of Safe Practices and Occupational Safety and Health Administration (OSHA) Act of 1970, as amended.
- E. Provide photographic documentation of equipment's condition pre-unloading and post-unloading at the time of delivery and pick up.
- i. Photographic documentation should include the fuel gauge, hour gauge, and any damage, if applicable.
 1. Documentation must be emailed to CSB Project Manager for all delivery and pick up occurrences.
 2. CSB Project Manager or Designee will be on-site at Worksite to provide signature acknowledging receipt of deliver or pick up.
 3. CSB will not be responsible for delivered equipment if receipt was not acknowledged by CSB Project Manager or Designee.
 - ii. Any damage to property or equipment attributed to the Contractor, whether due to wrongful or negligent acts, will be on the sole responsibility of the Contractor.

- iii. CSB will not move rented equipment from the original delivery location without the prior acknowledged consent of the Contractor.
- F. The Contractor will be responsible for submitting properly documented invoices to CSB on a monthly basis. The format and content shall meet CSB requirements. At a minimum, acceptable invoices shall include:
- i. Worksite Address
 - ii. Equipment Description(s)
 - iii. Pricing
 - iv. Billing Period
 - v. Purchase Order
- G. The Contractor will be required to submit a detailed pricing schedule summary to corroborate the rental rates, delivery fees and insurance opportunities for each piece of equipment the Contractor is willing to offer CSB.
- H. Provide CSB access to digital tracking mechanism showing geographical locations of equipment being leased for tracking purposes, if such system exists.

7. INSURANCE

CSB carries two insurance policies that pertain to heavy equipment rentals. Dump trucks are covered under the Automotive Policy, while other pieces of heavy equipment (tractors, excavators, loaders, boom lifts, graders, etc.) are covered on an individual basis by a separate policy. CSB is interested in any rental protection plans or additional insurance coverage offered by the Respondent, as this is often purchased for heavy equipment rentals on CSB Worksites. Coverage should include equipment loss, theft, damage or destruction and should describe the limitations CSB would be responsible for. CSB will provide copies of certifications of insurance upon contract execution.

8. PRICING

Utilizing the Pricing Schedule (Attachment C), provide an explanation of price breakdown for product rentals. Price replies must include daily, weekly and monthly rental rates. Delivery and pick up fees, and insurance, if applicable, must be listed as a separate rate. Any promotional pricing that would be offered to CSB must be listed. Rental rates will begin from the time of delivery of equipment to the Worksite AND acceptance by CSB. Delivery of all equipment must be acknowledged, by signature, by CSB’s Project Manager or Designee. Rental rates will commence upon notification by CSB’s Project Manager to Respondent that the equipment is no longer needed.

Rental rates are as defined below. Should Respondent utilize different parameters for calculating rates, this must be disclosed in the pricing schedule.

Daily Rates	(8) hours of equipment usage when equipment is metered with an hourly-meter Twenty-Four (24) hours for un-metered equipment
Weekly Rates	A rental week is seven (7) consecutive days.
Monthly Rates	On Attachment C, Pricing Schedule, please make a notation if your monthly rate is calculated for 28 days or 30 days.

9. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of the solicitation provision may be accessed electronically at the following addresses. This address list is not inclusive and it remains the responsibility of each Respondent to research the related laws and regulations of prevailing legislation.

United States (USC): <http://uscode.house.gov/download/download.shtml>
Code of Federal Regulations (CFR): <http://www.access.gpo.gov/nara/cfr/waisidx/>
Federal Register (FR): <https://www.federalregister.gov/>
Florida Statutes (FS): <http://www.leg.state.fl.us/statutes/>
State Workforce Board Guidance, Policy, Memoranda, Communiqués, Monitoring Tools, etc. (Department of Economic Opportunity [DEO]):
<http://www.floridajobs.org/workforce-board-resources>
Executive Orders (EO): <http://www.archives.gov/federal-register/executive-orders/disposition.html>
Office of Management and Budget (OMB):
<http://www.whitehouse.gov/omb/circulars/index.html>
US Department of Labor/Employment & Training: <https://www.doleta.gov/wioa/>

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- Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, and other International Organizations. (29 CFR Part 95 et al)
 - Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, *et. seq.*) and associated Final Rules).
 - Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)
 - Hatch Act (5 USC 1501-1508 and 7328)
 - USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.
 - USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations
 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Part 200, et. al.)
 - Purchase of American-Made Equipment and Products (PL 103-333 §507)
 - Public announcements and advertising (PL 103-333 §508)
 - Audit Requirements for Grants, Contracts and Other Agreements (29 CFR, Part 96)
 - Effect of Judgement Lien on Eligibility for Federal Grants, Loans or Programs (28 USC §3201(e))
 - New Restrictions on Lobbying (31 USC § 1352, 29 CFR part 93, FS 216.347)
 - Debarment and Suspension (Subpart C of 2 CFR Part 1326, and 29 CFR 98, 45 CFR 74 and EO 12549 and 12689)
 - Inspector General Act of 1978 (5 USC App.3 § 1 et seq.)
 - Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A., Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
 - Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)

- False statements (18 U.S.C. §§ 286 and '1001)
- False Claims Act (31 U.S.C. 3729 et seq.)
- Public Entity Crimes (FS 287.133)
- Confidential Records (FS 119.021)
- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401)
- Clean Air Act (42 U.S.C. §§ 7401 et seq.)
- Clear Water Act (33 U.S.C. §§ 1251 et seq.)
- Safe Drinking Water Act, as amended (PL 93-253)
- Environmental Protection Agency regulations (40 CFR part 15)
- PL 91-190 and EO 11514 National Environmental Policy Act; EO-11738, EO 11988, 16 USC 1451 et seq. Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93-205: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Act.
- Resource Conservation and Recovery (PL 94-580 as codified at 42 USC 6962)
- Environmental Tobacco Smoke (PL 103-227 Part C)
- Pro-Children Act (20 USC 6083 and Public Law 103277)
- Trafficking Victims Protection Act of 2000 (2 CFR 175)
- Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Equal Employment Opportunity (EO 11246, as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")
- Civil Rights Act of 1964 Title IV as amended (42 USC 2000d et seq. and 42 USC section 3601 et seq.)
- Rehabilitation Act of 1973 as amended (29 USC 794, Section 504)
- Education Amendments of 1972 Title IX as amended (20 USC 1681 et seq.)
- Age Discrimination Act of 1975 as amended, (42 USC 6101, et seq. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 USC 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR, Part 37 Implementation and 45 CFR Part 80)
- American with Disabilities Act of 1990, as amended (42 USC 126 and 47 USC 5, and Public Law 101-336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
- Florida Department of Economic Opportunity/Workforce Florida, Inc. – Applicable Regional Workforce Guidance, Policy, Memoranda, and Communiqués, as amended
- Brevard Workforce Board Policy, Guidance, Memoranda, and Communiqués, as amended

10. PROPOSAL SCHEDULE

The following schedule represents CSB's best estimate of the schedule that shall be followed. CSB reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. All communication from CSB pertaining to this RFP will be posted on the CSB website at <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>.

Unless otherwise specified, the time of day shall be from 8am to 5pm Eastern Daylight Savings Time (EDST).

Activity	Date & Time
RFP Issued	April 1, 2020
Questions/Clarifications Submitted to CSB	April 10, 2020
Responses posted on CSB Website <i>(link listed above)</i>	April 14, 2020
Final Day to Request Direct Link for Transfer (files larger than 15 mb)	April 23, 2020 by 5pm
Proposals Due to CSB	April 28, 2020 by 3pm
Recommendations/best value determinations submitted for CSBO Board approval	May 7, 2020
CSB Board Approval	May 21, 2020
Notice of Intent to award posted on CSB Website <i>(link listed above)</i>	May 21, 2020
Contract(s) negotiated and finalized	May 21 – June 1, 2020
Commencement of Effort	July 1, 2020

Proposals and Notices are to be submitted to:

Jana Bauer, Program and Contracts Officer
 Brevard Workforce Development Board Inc., d/b/a CareerSource Brevard
 E-Mail: jbauer@careersourcebrevard.com
 ATTN: RFP 19-502-001

11. PROPOSAL INQUIRIES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following CSB posting the notice of intent to award on the CSB website address indicated below (excluding Saturdays, Sundays, and holidays) any CSB employee, officer, or member of the board of directors concerning any aspect of this solicitation, except in writing to the CSB Program and Contracts Officer noted above. Violation of this provision may be grounds for rejecting a proposal. The questions may be sent via e-mail to the point of contact by the date indicated on the Schedule of Events. No telephone calls will be accepted. Inquiries submitted after the period specified in Section 10 - Schedule of Events will not be addressed. Please refer to the RFP number and title in the email. All attempts will be made to post questions received by the due date and the corresponding answers on the CSB website by the date indicated in the Schedule of Events. No verbal or written information that is obtained other than by information in this document or by addendum to this RFP will be binding on CSB. All addenda will be posted on the CSB website.

Questions are to be submitted in writing to:

Email: jbauer@careersourcebrevard.com

CSB will post all notices and addenda relative to this procurement on the CSB website <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

Electronic Posting of Notice of Intent to Award. Subject to Board approval, on the date indicated on the Schedule, CSB shall electronically post a notice of intended award at the link above. If the notice of award is delayed, in lieu of posting the notice of intended award, CSB shall post a notice of the delay and a revised date for posting the notice of intended award. CSB shall not provide notices of award by any other means.

12. PROPOSAL SUBMISSION

Due to operational changes in response to COVID-19, CSB offices will be closed and all services will be provided virtually during the collection of this RFP.

- A. To be considered responsive, all proposals must be submitted via email to jbauer@careersourcebrevard.com, no later than the due date and time shown in the Proposal Schedule above. The email subject line must be labeled "RFP 19-502-001 Submission." To ensure consideration, all components with the exception of the Pricing Schedule must be saved as .doc, .docx, or .pdf files. The Pricing Schedule must be saved as an .xls file. If submitted in any other format, the applicant bears the risk that compatibility or other issues will prevent CSB from considering the application. We will attempt to open the document, but will not take any additional measures in the event of problems with opening.
- B. CSB can receive emails up to a maximum capacity of 15 megabytes (15 MB) each. If Respondent's submission file is larger than 15 MB, a direct link for file transfer can be obtained by emailing jbauer@careersourcebrevard.com, no later than the date and time shown in the Proposal Schedule above.
- C. All proposals received will be recorded in with the date and time of receipt via email. Proposals delivered after the deadline will not be accepted.
- D. The timely delivery of a proposal is entirely the responsibility of the Respondent. Proposals postmarked on or before the proposal due date, but delivered after the due date or time, will be considered non-responsive. Proposals hand delivered after the due date or time will be non-responsive.
- E. All documents requiring a signature shall be signed in [blue](#) ink by a duly authorized individual or official of an organization. The proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the organization, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official. **Respondents are required to fill out and sign the Cover Page provided as Attachment A.**
- F. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Respondents are responsible for determining all factors necessary for preparation of informative, responsive proposals. Proposals should demonstrate methods, strategies and expertise to accomplish the tasks identified in the Scope of Work. The contents of the proposals should be clear, concise, and easy to understand and not exceed the indicated maximum limitations noted for each required submittal. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, and plastic zip bindings are neither necessary, nor desired. It is generally preferred that written material be single-spaced, except where there is a

reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

- G. Respondents should submit a single proposal, no longer in length in as prescribed in the Proposal Preparation section below. No more than one bid will be accepted from any one organization, whether in the form of a sole bid or as part of a collaborative. Inclusion of any organization in more than one bid is a basis for disqualification from consideration.
- H. CSB will award contracts based on what is in the best interests of CSB. The contract will be awarded based on offers received considering price, value, quality of the proposal and negotiation of such contract with the successful Respondent(s). The assessment of experience and qualifications will take into account such factors as understanding of the services needed; demonstrated skills, experience and ability to deliver high quality services on time and within budget. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the Respondent regarding calculation of fees are relevant.
- I. Proposals must be presented in the same order as set forth in the “Proposal Format” below and contain all information requested in the individual areas of service being proposed.
- J. Giving incomplete or erroneous information or withholding important information could result in disqualification, or later, contract termination.
- K. Time is of the essence with respect to performance on the services and products to be provided in the final agreements.
- L. **The Representations and Certifications are required to be signed by the Respondent, using blue ink, notarized, and submitted with the proposal.**

13. PROPOSAL PREPARATION

All Respondents should be cognizant that the Board is committed to the delivery of services within the context of WIOA principles and DWG funding requirements. Proposals should address each of the points below to demonstrate that the Respondent has the experience, expertise and ability to provide safe, reliable equipment in a timely manner to support the demand CSB has to fulfill. Unless otherwise specified by a corresponding attachment, please utilize narrative format with the specifications listed.

A. ORGANIZATIONAL OVERVIEW – Maximum of 5 pages

- i. Provide an organization chart that shows graphically how your organization operates.
- ii. Provide a list of the key staff for your organization. Identify the principals and leadership, and briefly describe their responsibilities, experience and length of service with your organization. Who controls the management of your organization?
- iii. Provide the key staff who would be assigned to work on the CSB contract. Briefly describe their responsibilities, experience, length of service with your organization and available time to devote to the CSB contract. Include a copy of applicable staff’s resumes.
- iv. Provide a brief description and history of your organization. How long has the organization been providing services? Describe how offering services in response to this RFP will fit into the organization’s business plan and long-range plan. Indicate if the organization has conducted business with a local workforce development board previously.

- v. Complete the Past Performance Table, Attachment B, providing at least two (2) completed projects within the last five (5) years that are similar in magnitude to this RFP. References must be verifiable. CSB may be listed as a reference.

B. SERVICES OVERVIEW – Maximum of 10 pages

- i. Provide a list of the equipment available for lease. Use Attachment C – Pricing Schedule – to view the common equipment needed for CSB projects. Additional equipment for leasing can be added to the pricing schedule. Only those pieces of equipment with a price listed will be assumed part of your organization's inventory.
- ii. Describe your heavy equipment leasing process, including a general turnaround time.
- iii. Describe how your organization ensures the equipment is properly prepared for delivery.
- iv. Describe the delivery and pick up process.
- v. Describe your maintenance procedures for all equipment.
- vi. If applicable, describe any training offered for equipment, including training delivery, tracking and any associated fees CSB would be responsible for.
- vii. If applicable, describe any rental protection plans or additional insurance available for purchase for equipment. Information regarding the plan should be included in this narrative, while pricing of the insurance should be listed on the Pricing Schedule (Attachment C).
- viii. If applicable, describe any promotional pricing or discount opportunities that would be offered to CSB. Pricing should be listed on the Pricing Schedule (Attachment C), with any notes made in the "Notations/Comments" box.
- ix. If applicable, describe any additional tools or services CSB would have access to, either at no-cost or with associated fees. This may include any tracking capabilities for rented equipment, specific technology for accepting deliveries on-site, etc.

C. FINANCIAL OVERVIEW – Maximum of 5 pages

- i. Describe your organization's financial stability and self-monitoring for contract performance and compliance.
- ii. Describe your organization's invoicing process and how it relates to the Scope of Work in Section 6.
- iii. List any comments you wish to make about your credit rating, your payment policies and any recognition you may have received from accrediting or other bodies for organization or financial excellence.
- iv. Include a copy of your organization's financial statement, preferably a certified audit of the last available fiscal year. A Dun and Bradstreet report may be used by CSB to evaluate your organization's financial stability.

14. PROPOSAL FORMAT

All proposals must be assembled according to the following outline, should be numbered and must be in compliance with page limitations noted above. All narratives must be on 8 1/2" x 11" plain white paper with margins of 1" on each side. All narratives must utilize 12-point font

size and must be formatted to print on one side only. Charts and tables use a 10-point font size or higher.

- A. Cover Sheet (Attachment A)
- B. Organizational Overview – Narrative
 - i. Including any supporting documentation and Past Performance (Attachment B).
- C. Services Overview – Narrative
 - i. Including any supporting documentation and Pricing Schedule (Attachment C)
- D. Financial Overview – Narrative
 - i. Including any supporting documentation
- E. Representations and Certifications (Attachment D)

15. PROPOSAL EVALUATION

All proposals will be evaluated using a weighted scoring criteria based on the following:

Criteria	Points
Organization Overview	20
Services Overview	20
Financial Overview	20
Technical Requirements	10
Pricing Schedule	30

16. CONDITIONS AND LIMITATIONS

The following conditions are applicable to all proposals:

This RFP does not commit or obligate CSB to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

CSB reserves the right, at its sole and absolute discretion, to withdraw this RFP solicitation without prior notice, to accept or reject any and all proposals in whole or in part, to change or waive any informalities or irregularities in the proposals received to request additional information, clarifications, an interview with; or presentation from any or all Respondents; to allow corrections for errors or omissions, and to accept any proposal that is deemed most favorable to CSB at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals may be considered non-responsive and are subject to return without review.

CSB reserves the right to negotiate the final terms of all contracts, change any terms and conditions set forth in this RFP; or require amendments at any time during the contract period.

Any contract, modifications of contract, or contract extensions executed as a result of this RFP are subject to available funding.

CSB reserves the right to end contract negotiations if acceptable progress, as determined by CSB, is not being made within a reasonable time frame.

Pursuant to Florida Statute 445.007 and in accordance with CareerSource Florida Inc. d/b/a CareerSource Florida (CSF) 2012 Modifications to CareerSource Florida Inc. Contracting Policy concerning Regional Workforce Board Contracting, all contracts between CSB and a CSB board member or other person or entity who, as defined in the Statute, may benefit financially from a contract must be approved by a two-thirds vote of the of the board, a quorum having been established. Further, any of these contracts greater than \$25,000 cannot be executed prior to the written approval of CareerSource Florida.

CSB reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSB and the individual or firm(s) selected.

CSB may require the selected Respondents to submit price, technical, or other revisions of their proposals in writing which may result from negotiations.

CSB reserves the right to conduct a pre-award review that may include, but is not limited to, the Respondent's record keeping procedures, management systems, accounting and administrative systems, and program materials.

17. APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

In accordance with applicable regulations, Respondents who are not selected for award of a CSB procurement action have the right to appeal. The following steps must be taken for organizations to appeal funding decisions:

- A. Submit a letter within 3 business days from the date of the notification of intent to award contract to the President of the Brevard Workforce Development Board, Inc. stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on any of the criteria below:
 - i. Clear and substantial error or misstated facts by the rating team upon which the decision was made by the CSB Board of Directors.
 - ii. Unfair competition or conflict of interest in decision making process.
 - iii. Any illegal or improper act or violation of law.
 - iv. Other legal basis on grounds that may substantially alter the CSB Board's decision.

The CSB President will review the appeal and respond within 10 business days from receipt of the letter from the Respondent.

- B. In the event the CSB President's response is not satisfactory to the Bidder, an appeal to the CSB Executive Committee may be requested. The request must be addressed in writing via certified mail within 15 days from receipt of response from the CSB President to:

Chair, CSB Executive Committee

Brevard Workforce Development Board, Inc.
297 Barnes Blvd.
Rockledge, FL 32955

The appeal will be scheduled to be heard at a time set by the CSB Chair after consultation with counsel, but within 30 days of receipt of the appeal. Decisions by the CSB Executive Committee are final.

An appeal will not prevent CSB from conducting contract negotiations and implementation of tasks with the prevailing proposals if it is in the best interests of the organization to do so.

FAILURE TO FILE A PROTEST WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF NOTIFICATION OF INTENT TO AWARD THE CONTRACT SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO APPEAL.