

REQUEST FOR BID PROPOSALS (RFP) #2026-04

Fire Protection Assessment Study



Publication Date: October 8, 2026. Due Date: November 13, 2026, at 2:00 P.M.
Proposals will be opened on November 16, 2026, at 10:00 A.M.

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Exhibits

Acknowledgement of addenda form
Drug-free workplace form
E-Verify certification form
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Public entity crime affidavit form
Discriminatory vendor and scrutinized companies list affidavit form

SECTION I

INTRODUCTION

1. The City of Indian Harbour Beach is soliciting sealed proposals from qualified firms to conduct a comprehensive study and develop methodologies to implement the City's first fire protection assessment to fund fire suppression, fire prevention, and fire readiness services.

The proposals shall consist of two bids as follows:

Base Bid:

The selected Consultant shall perform all technical, legal-support, financial modeling, and public policy analysis necessary to design legally defensible, equitable, and administratively feasible assessments.

Option 1:

The consultant shall also assist the City with implementation through the Truth-in-Millage (TRIM) and Uniform Method of Collection process under Florida Statutes §197.3632, if the City elects to place the assessment on the annual property tax bill.

The City Council reserves the right to award a contract based solely on the cost of the base bid or the combined bids.

2. Questions concerning this RFP should be directed to Mrs. Nikki Gold, City Clerk/Human Resources Manager, at ngold@indianharbourbeach.gov. Questions asked via the telephone or in person will not be answered. All answers and/or clarifications will be posted on www.indianharbourbeach.org as addenda. Any other contact with City staff or elected officials, outside of scheduled mandatory pre-submittal site inspections, will be considered inappropriate and may subject your Proposal to disqualification.
3. **PROPOSAL BID PACKAGES DUE DATE & TIME: Friday, November 13, 2026, at 2:00 p.m.** Proposals shall be mailed or hand-delivered to the Office of the City Clerk, located on the second floor of City Hall. Proposals received after the specified time and date will not be accepted. The City is not responsible for mail delays or for late or incorrect deliveries. The time/date written on the package by staff will be the official authority for determining whether Proposals are late.

NOTE: Proposals will not be opened on the same date and time as identified above. The opening of Proposals will be held in public by the Evaluation Committee at 10:00 a.m. on Monday, November 16, 2026. The opening will be held in the Indian Harbour Beach Council Chamber on the first floor of City Hall (subject to change).

4. All Proposals must be executed and submitted in a single sealed package with all supporting documentation in paper format and on a flash drive. The evaluation committee may disqualify proposals that do not include all aspects of the requested work. Proposers shall mark Proposal, **"RFP No. 2026-04, Fire Assessment Study."** Proposer's name and return address should be clearly identified on the outside of the package.
5. Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted.

6. **Addenda:** No interpretation of the meaning of the specifications, or other contract documents, will be made orally to any Proposer. To be considered, such requests must be submitted in writing to Mrs. Nikki Gold or emailed to ngold@indianharbourbeach.gov no later than November 5, 2026. Any and all such interpretations and supplemental instructions will be in the form of a written addendum, which, if issued, will be sent to the requesting Proposer and placed as an addendum on www.indianharbourbeach.org. Failure of any Proposer to check for all addenda shall not relieve said Proposer from any obligation under her/his Proposals as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Proposer read a specific addendum, it being understood that all Proposers are solely responsible for verifying that they have read all addenda before submitting their Proposals.

BACKGROUND

7. The City of Indian Harbour Beach is in Brevard County, Florida. The 2020 Census reported a population of 9,019 for an area of just over two square miles. The Indian River Lagoon generally bounds the municipality to the west and the Atlantic Ocean to the east, Satellite Beach city limits to the north, and Melbourne city limits to the south, leaving only a small number of parcels available in the area for potential future annexation. In addition, the city is mostly built out within its existing city limits, with very few privately held vacant properties.

Indian Harbour Beach provides police, fire, public works, and recreation services, but is not a water or sewer provider.

Historically, fire services were provided exclusively through a contract with a 100% volunteer department partially supported by City funding. In 2024, the City ended the contractual relationship, hired a paid full-time fire chief, and assumed operational responsibility for the department while maintaining the use of volunteer firefighters. In 2025, the City transferred the combined Fire Marshal/Code Enforcement Official from the Building Department to the Fire Department. Due to the declining availability of volunteers who live close to the station, the City established two full-time firefighter/EMT positions in 2026. Later in 2026, the City applied for a SAFER grant to hire five additional firefighter/EMT positions.

Problematic for the growing number of paid positions is that Fire Station #56 was not originally designed as a fire station. Built in the 1960's as a neighborhood community center, the building had bays added in the late 1970's and was repurposed as a fire station. The building has no sleeping quarters, and a 2022 assessment found it would be more cost-effective to build an annex on the west side of the vehicle bays than to bring the current structure up to hurricane-rated codes and expand it to include sleeping quarters.

Additionally, in early 2026, the City began designing the annex, with construction anticipated to start in 2027 and completion expected in 2028.

While Amendment 3 would remove approximately \$2.5 million from the City's annual operating and capital budget of \$12.5 Million, defeat of Amendment 3 still would not provide sufficient future funding to pay for the additional full-time staffing due to slowing growth in property tax revenues.

Key physical locations include:

- a. City Hall located at 2055 South Patrick Drive, Indian Harbour Beach, FL 32937
- b. Fire Station #56 located at 1116 Pine Tree Drive, Indian Harbour Beach, FL 32937

OBJECTIVES

8. The primary objectives of this engagement are to:

- a. Develop legally defensible fire protection assessment methodologies consistent with Florida case law and statutory requirements.
- b. Allocate costs based on special benefit and fair apportionment principles.
- c. Provide financial models and policy options to City leadership.
- d. Establish separate assessment programs for Fire services.
- e. Provide implementation support, including ordinances, resolutions, public presentation materials, and TRIM- related documentation.

SCOPE OF SERVICES

9. Task 1 – Project Initiation and Data Collection (Base Bid)

The Consultant shall initiate the project and gather all necessary data to conduct the studies. Tasks shall include:

- Conduct a project kickoff meeting with the City Manager and Fire Chief.
- Develop a project management plan and schedule.
- Identify all required data and documentation.

Data collection may include:

- Fire Department operating and capital budgets.
- Personnel deployment and staffing models.
- Call for service data (minimum 3–5 years).
- Incident types and response statistics.
- Apparatus and station locations.
- Property parcel data.
- Land use classifications.
- Building square footage data.
- Historical EMS response data.
- Current funding sources and revenue streams.

The Consultant shall coordinate with City staff and Brevard County Property Appraiser data as necessary.

10. Task 2 – Legal Framework and Methodology Development (Base Bid)

The Consultant shall develop legally defensible assessment methodologies consistent with Florida law and relevant case precedent.

Work shall include:

- Review of Florida statutes governing non-ad valorem assessments, including but not limited to:
 - Florida Statutes §197.3632 (Uniform Method of Collection)
 - Relevant Florida Supreme Court case law governing special assessments.
- Development of separate methodologies for:

A. Fire Protection Assessment

The methodology must allocate costs associated with:

- Fire suppression
- Fire prevention
- Fire readiness
- Fire inspections
- Fire administration and command functions

The methodology shall:

- Demonstrate special benefit to assessed property
- Develop a fair apportionment model
- Define property use categories, which may include:
 - Single-family residential
 - Multi-family residential
 - Commercial
 - Industrial
 - Institutional
 - Other relevant land use categories

Allocation metrics may include:

- Building square footage
- Call demand
- Equivalent Residential Units (ERUs)
- Other defensible cost allocation measures.

11. Task 3 – Cost Allocation and Rate Development (Base Bid)

The Consultant shall:

- Identify assessable costs for Fire Protection services.
- Distinguish between:
 - Assessable costs
 - Non-assessable general government costs
 - Costs funded through other revenue sources

The Consultant shall:

- Develop cost allocation models.
- Determine assessment units and rate structures.
- Calculate preliminary assessment rates for each property classification.

The Consultant shall provide:

- Multiple policy options, including:
 - Cost recovery levels (e.g., 50%, 75%, 100% recovery).
 - Alternative rate structures.
 - Phase-in options.

12. Task 4 – Parcel Database Development (Base Bid)

The Consultant shall:

- Develop a parcel-level assessment database for all properties within the City.
- Assign parcels to appropriate assessment categories.
- Apply the methodology to calculate individual parcel assessments.

Deliverables shall include:

- GIS-compatible data files.
- Parcel assessment spreadsheets.
- Summary revenue projections.

13. Task 5 – Revenue Analysis and Financial Modeling (Base Bid)

The Consultant shall prepare financial models showing:

- Projected annual revenue from Fire assessments.
- Impacts of different policy scenarios.
- Revenue stability analysis.
- Interaction with existing City funding sources.

The Consultant shall also:

- Evaluate equity impacts across property types.
- Identify potential collection loss assumptions.
- Provide multi-year projections.

14. Task 6 – Implementation Strategy (Option 1)

The Consultant shall develop a complete implementation plan including:

- Timeline for adoption.
- Required public hearings.
- Coordination with the Brevard County Tax Collector.
- Compliance with Florida Statutes §197.3632.

The Consultant shall prepare:

- Draft Initial Assessment Resolution.
- Draft Final Assessment Resolution.
- Draft Assessment Ordinance(s) for Fire programs.
- Legal methodology documentation suitable for defense if challenged.

15. Task 7 – Public and Stakeholder Engagement (Option 1)

The Consultant shall assist the City with public communication and stakeholder engagement, including but not limited to:

- Presentations to the City Council
- Preparation of:
 - Presentation materials
 - Educational summaries
 - Frequently Asked Questions (FAQ)
 - Assessment impact examples

The Consultant shall attend and present at two (2) public workshops and two (2) public hearings as requested.

Task 8 – TRIM and Tax Roll Implementation Support (Option 1)

If the City elects to use the Uniform Method of Collection, the Consultant shall:

- Assist with required TRIM notifications.
- Prepare assessment roll certification documentation.
- Coordinate with the Property Appraiser and Tax Collector.
- Provide final assessment roll files.

Deliverables

16. The Consultant shall provide, at a minimum:

Based Bid:

- a. Project Work Plan and Schedule
- b. Data Collection Summary
- c. Fire Protection Assessment Methodology Report
- d. Cost Allocation Model
- e. Assessment Rate Calculations
- f. Parcel-Level Assessment Roll
- g. Financial Impact Analysis

Option 1:

- h. Draft Ordinances and Resolutions
- i. Public Presentation Materials
- j. Final Implementation Report

Project Schedule

17. The City anticipates completing the study and adopting the assessments within one fiscal year to allow for potential inclusion on the property tax bill for FY29.

Proposers should include a proposed schedule broken out between base bid work and option 1 work, addressing:

- Study completion
- Council workshops
- Public hearings
- TRIM deadlines

Section II

RFP Timeline

18. The anticipated schedule of activities related to this RFP is as follows:

Step	Action	Revised Dates
1	RFP released	Thurs., Oct.08, 2026
2	RFP advertisement in the <i>Florida Today</i>	Thurs., Oct.08, 2026
3	Last day for questions	Thurs., Nov. 05, 2026
4	Sealed proposals submittal deadline	2:00 p.m. Fri.. Nov. 13, 2026
5	Opening of proposals	10:00 a.m. Mon., Nov. 16, 2026
	Follow-up evaluation committee meeting	Time TBD. Wed., Dec. 09, 2026
6	(may include oral interviews)	Time TBD. Thurs., Dec. 10, 2026
7	Development of a draft contract	Dec. 16, 2026 - Jan. 06, 2027
8	City Council consideration of award of contract	7:00 p.m. Tues., Jan. 12, 2027

Dates are estimated and subject to change at the City's discretion.

Evaluation Process

19. **Evaluation Committee:** An Evaluation Committee, comprised of the City Manager, Management Analyst, and Fire Chief, shall review all responses to the RFP. The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the meeting of the committee will be posted on the City's website and bulletin board at the front of City Hall. Evaluation Committee members be prohibited from discussing with other voting committee members any aspect of the Proposals received except during public meetings.

20. **Oral Interviews:** The Evaluation Committee may choose to conduct oral interviews with one or more of the Proposers. Such interviews will be open to the public. If oral interviews are held, each Proposer invited to attend will be allocated the same amount of time, divided into three sequential parts: a formal presentation, questions and answers, and a discussion by the Evaluation Committee.

21. **Scoring of Proposals:** Proposals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Bidders/Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally, since oral presentations may not be solicited. Each Proposal will be ranked based on the criteria listed below.

Evaluation committee members shall use a qualitative scoring system. A score of 0 is the least favorable, and a score of 100 is the most favorable per committee member. 300 points is the maximum aggregate score of the evaluation committee.

22. The Proposers' response will be scored individually by Evaluation Committee members. The individual rankings will then be aggregated for the final rankings of the Proposals.

Waiver of Irregularities

23. The Evaluation Committee shall have the authority to waive irregularities in any and all formal sealed Proposals.

Evaluation Criteria

24. Proposals will be evaluated by the City based upon, but not limited to, the following criteria:

- a. Qualifications and references (20%)
 - The background and experience of the key employees in providing similar services to communities with comparable populations.
 - The Consultant's ability, capacity, and skill to fully and satisfactorily provide these services and/or items required in this RFP. The proposal shall demonstrate the following ability of the Consultant:
 - Extensive experience conducting Fire Protection Assessment Studies in Florida.
 - Familiarity with Florida special assessment case law.
 - Successful implementation of non-ad valorem assessments placed on tax rolls.
 - Expertise in municipal finance, cost allocation, and parcel database modeling.
 - Five references from organizations that contracted with the Consultant's firm for similar projects
- b. Experience with similar projects (30%)
 - List of similar projects with the following information:
 - Client's name, population, and contact information.
 - Date completed.
 - Summary of results of the project.
 - Any other relevant information.
- c. Start date and number of days of the project (10%)
 - Anticipated start date and completion date of base bid work per task.
 - Anticipated start date and completion of option 1 work per task.
 - Dates shall be provided narratively in a chart with individual task start and completion dates.
- d. Cost (40%)
 - Costs should be clearly identified as follows:
 - Base bid work per task and sub-totaled.
 - Option 1 work per task and sub-totaled.
 - Total proposal.

- Hourly rate for any work requested outside the scope of this RFP.

25. Other Factors for Consideration:

- Reasonableness/competitiveness of proposed costs and/or benefits to the City. The City is not bound to select the Consultant who proposes the lowest cost. The City reserves the right to negotiate fees with the selected Consultant.

Standard Terms & Conditions and Insurance Requirements

26. **Performance bond is not required.**

27. **Award:** The City reserves the right to hold all Proposals for a period not to exceed ninety (90) days after the date of opening stated in the RFP documents. The City reserves the right to award the contract to the Proposer that, in the City's sole discretion, is the most responsive and responsible Proposer. The City reserves the right, as an aid in determining which Proposer is responsible, to require a Proposer to submit such additional evidence of the Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City Council shall be the final authority in the selection of any and all Proposals.

28. **Contractual Agreement:** All terms and conditions of the successful Proposal shall be included and incorporated in a Standard Agreement. Any and all legal action necessary to enforce the Agreement will be conducted in Brevard County, and the Agreement will be interpreted in accordance with the laws of Florida.

29. **Understanding of Specifications:** The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposal is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

30. **Variances:** The Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, the City shall construe the Proposal to fully comply with the specifications, terms, and conditions as given herein.

31. **Additional Terms and Conditions:** The terms and conditions in this Proposal solicitation are the only conditions applicable to the Proposal, and the Proposer's authorized signature affixed to the Proposal attests to this.

32. **Certification:** When applicable, the successful Proposer must hold a Certificate of Competency issued by the State of Florida or Brevard County Consultant Licensing and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the consultant shown on the Proposal page.

33. **Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not award or perform work as a consultant, supplier, and may not transact business with any public entity.

34. **Legal Requirements:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a consultant, supplier, sub-consultant, 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.
35. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of Proposal become the property of the City of Indian Harbour Beach and will not be returned. Additionally, firms awarded this contract shall specifically:
- a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request by the public agency's custodian of public records, in a format compatible with the public agency's information technology systems.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK/HUMAN RESOURCES

MANAGER NIKKI GOLD, AT 321.773.3181 OR EMAIL: NGOLD@INDIANHARBORBEACH.GOV, 2055 SOUTH PATRICK DRIVE, INDIAN HARBOUR BEACH, FL. 32937 (ATTENTION: RECORDS).

Under Florida Law, the above statement must be included in any executed contract.

36. **PATENT INDEMNITY:** Except as otherwise provided, the successful Proposer agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of the construction contract.
37. Further, the successful Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Proposer uses any design, device, or materials covered by letters, patents, or copyrights, it is mutually agreed and understood without exception that the bid price shall include all royalties or costs arising from the use of such design, device, or materials.
38. **Conflict of Interest/Non-Collusion:** The Proposer declares by submission of a Proposal that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud, and that it is made without collusion with any other vendor or official of the City of Indian Harbour Beach. Neither the Proposer nor the named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project.

The Proposer declares by submission of a qualification package that no City Council member, other City Official, or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Proposer declares by submission of a qualification package that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Proposer agrees to notify the City in writing immediately.

The Proposer further declares by submission of a qualification package that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the RFP and construction plans, and will meet or exceed the scope of services, requirements, and standards contained in the RFP and construction plans.

39. INSURANCE REQUIREMENTS

Certificates of Insurance: Certificates of insurance evidencing the Insurance coverage specified in this section shall be provided to the City before operations begin. The required certificates of insurance shall name the types of policies provided. If the initial insurance expires before the completion of the work, renewal certificates of insurance and required copies of the policies shall be furnished thirty (30) days before their expiration. All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

The successful Proposer shall be required to provide evidence of General (Public & Property) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Indian Harbour Beach and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below, with deductible amounts acceptable to the City. The successful Proposer shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the successful Proposer allow any sub-consultant to commence work on a sub-contract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida, which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a. **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the consultant and/or sub-consultant providing such insurance.
- b. **Workers' Compensation Insurance:** The consultant shall obtain during the life of this Agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the consultant's employees connected with the work of this project, and, in the event any work is sublet, the consultant shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the consultant shall provide, and cause each sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Indian Harbour Beach.
- c. **Consultant's Public Liability and Property Damage Insurance:** The consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Indian Harbour Beach as an additional insured, and shall protect the consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the consultant or by anyone directly or indirectly employed by the consultant, and the amounts of such insurance shall be the minimum limits as follows:
- d. **Automobile Bodily Injury Liability & Property Damage Liability**

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Indian Harbour Beach
- e. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Indian Harbour Beach as an additional insured and should indicate that the insurance of the consultant is primary and non-contributory.
- \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Indian Harbour Beach
- f. Sub-consultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The consultant shall require each sub-consultant to procure and maintain during the life of the sub-contract, insurance of the type specified above or insure the activities of these sub-consultants in the consultant's policy, as specified above.
- g. Certificates of Insurance: Certificate of Insurance Form, naming the City of Indian Harbour Beach as an additional insured, will be furnished by the consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the City Clerk. This certificate shall be dated and show:
- The name of the insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
 - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days before any material changes in provisions or cancellation of the policy, except ten (10) days' written notice of cancellation for non-payment of premium.
40. The consultant and any sub-consultants for this RFP shall use E-Verify to verify the employment of new employees employed by the consultant during the contract term to perform employment duties in Florida.

Section III

Required Proposal Content

41. Proposals shall include the following content:

- a) Cover Letter
- b) General statement confirming the proposer understands the following:
 - The size and nature of the city and workforce
 - Objectives of this RFP
 - Scope of services
 - Deliverables
 - Project schedule
- c) Concise, but sufficient detail to address the listed evaluation criteria
 - Start and number of days of the project shall be itemized and listed per base bid and option 1 tasks
 - Cost information shall be itemized and listed per base bid and option 1 tasks
- d) Executed copies of all forms contained as exhibits to this RFP
- e) Litigation History

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.