

# **REQUEST FOR PROPOSAL**

**Town of Melbourne Beach, Florida**

## **RFP NON-AD VALOREM ASSESSMENT FUNDING ADVICE AND SERVICES**



## **A. GENERAL INFORMATION**

The Town of Melbourne Beach, Florida (the “Town”), is seeking proposals from qualified firms to provide Non-ad Valorem Assessment Funding Advice and Services.

The Town will receive sealed proposals at the location stated below not later than **3:00pm, June 5, 2026**.

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the Town of Melbourne Beach, Florida by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

**RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR PROPOSAL PROCESS, REQUIREMENTS AND EXHIBITS.**

The original RFP submittal (**1 original, 5 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to Town Hall in a sealed package, clearly marked on the outside, **RFP Non-ad Valorem Assessment Funding Advice and Services** and addressed to:

Town of Melbourne Beach  
c/o Marie Smith, Town Manager  
507 Ocean Avenue  
Melbourne Beach, FL 32951

Hand delivered Submittals are to be taken to the Clerk’s Office at the above address.

Original, sealed RFP submittals must be accompanied by the following, which are provided herein:

1. Exhibit A – Contact Sheet
2. Exhibit B – Public Entity Crimes
3. Exhibit C – Drug-Free Workplace Certification
4. Exhibit D – E-Verify Statement
5. Exhibit E – Conflict of Interest

Failure to include the foregoing may result in rejection of the submittal.

## **B. INCURRING COSTS**

The Town is not liable for any costs incurred by the Respondents in submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to interviews shall be the full responsibility of the Respondent.

### **C. SUBMITTAL OPENING**

The submittal opening is public on the date and at the time specified on the submittal form. It is the Firm's responsibility to assure its submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered.

### **D. PROPOSAL EVALUATION AND AWARD**

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract's proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the Town of Melbourne Beach.

The Town of Melbourne Beach reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the Town of Melbourne Beach. Proposers are cautioned that no communication with any Town of Melbourne Beach employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the Town of Melbourne Beach for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted on the Town's website after Commission Approval. Vendors are responsible for following up on the status of any proposal. The Town of Melbourne Beach will only notify successful vendor(s).

### **E. OVERVIEW OF THE SCOPE OF SERVICES**

Among other things, the Town is faced with the prospect of adding staffing and associated costs to its fire department, and to better serve properties within the Town.

The initial analytical and advisory work desired requires immediate analysis during July/August 2026 on an hourly or nominal flat fee basis for a not to exceed professional services advice budget of \$5,000, plus reasonable and documented expenses not to exceed 20% of that budget. Once engaged, consultation with administrators and officials in advance of decision-making/implementation will be necessary, and the preparer will need to be able to advise and assist Town staff and management in advance of Town Commission decision-making meetings.

A quality and successful response to the RFP should articulate qualifications and readiness to (1) succinctly offer a comprehensive means to legally fund additional and supplemental costs toward looking to accomplish the existing and expanded funding of the Town's fire department budget in ensuing fiscal years. These services may be expanded to additional work orders for the contemplated special assessment or other special assessments, (2) offer practical and immediate alternatives or funding strategies (which at the discretion of the proposer may or may not be shared in detail in the response to the RFP), and (3) outline a detailed path, timeline or other means to implement any funding approach, or to cause any alternatives or strategies described or suggested to be implemented swiftly. In this context, "swiftly" would be considered within approximately the next 3 to 4 months upon contracting or a notice to proceed and "implemented" means undertaking reasonable and necessary legal, analytical, administrative and practical steps or prerequisites

necessary to be in a position to possibly charge all assessable property owners to fund as early as the upcoming fiscal year budget or the budget thereafter.

The Proposer can assume the City will cooperatively share relative but preliminary budget information upon request if selected.

A quality and successful response should outline how the Proposer expects and proposes to be paid and compensated beyond the nominal initial hourly or negotiated fee advice budget. The Town is not and shall not be liable to pay for any work to respond or prepare a response to this RFP. A selected Proposer assumes the risk of not being selected or if selected undertaking any work where the value exceeds or extends beyond the limited not to exceed nominal advice budget hereof. However, the Proposer should contemplate, but is not guaranteed, a subsequent mutually agreeable work order or orders, if the Town requests and so directs in writing based on a work order developed as a result of a response to this RFP. The town may also expand this contract to include non-ad valorem assessment, funding advice and services for additional topics such as stormwater or infrastructure programs.

## **F. EVALUATION CRITERIA**

The City expects to enter into an agreement and/or work order with the Proposer or Proposers that submit the most information or best overall proposal, based on the City's determination of the City's best interests and the best overall value for the City. The City has and reserves the exclusive right to make those determinations, in its sole discretion.

Each proposal will be evaluated in light of the following criteria:

1. The Proposer's experience, personnel, resources, prior experience, successes and plans for providing the services required to initially fund fire service and associated emergency medical service costs and services. The Town may or may not engage the Proposer to assist with other or future special assessments as a result of this RFP, but reserves the opportunity to evaluate the experience, approach and attractiveness of the Proposer's abilities, response, and offering as it may relate to other assessments.

**Weight: 30 Points**

2. How the Proposer will assure the Town that any proposed funding program will fairly meet all legal requisites and work to avoid or limit Proposer identified risks and challenges.

**Weight: 25 Points**

3. The proposed cost and terms of the Proposer's services.

**Weight: 15 Points**

4. The responsiveness and completeness of the Proposer's written proposal to the instructions in this RFP.

**Weight: 15 Points**

5. Any other relevant information presented concerning the Proposer's experience and ability

to provide outstanding service, value, and other benefits that will serve the best interests of the Town or the community in general.

**Weight: 15 Points**

6. Submission of Required Forms as listed on page 2 of this RFP (Exhibits A through E).

**G. SUBMISSION REQUIREMENTS**

The Proposal response should contain at a minimum the following information:

1. Provide a statement of interest and understanding of the Town's project.
2. Provide a profile and history of the Proposer or Proposers.
3. Identify the manager, project lead and other key personnel that will be responsible for ensuring the Proposer compliance with the requirements in the RFP and any proposed contract, work order, or agreement. For the proposal manager, project lead, and other key personnel, provide a summary or resume describing the individual's background and skills in managing similar projects. Each summary should include the following information:
  - The person's experience with similar projects, whether in Florida or elsewhere.
  - The person's length of service and type of service with or in association with the Proposer or Proposers.
  - The person's education, formal training, and job experience, with the initial focus upon experience in providing legal valid and repeatable annual non-ad valorem assessment compliance.
4. Provide a description of the approach and process the Proposer will use to successfully provide the services required pursuant to this RFP, including recommended means of annual collection, identify or provide (1) a description of the analytical, implementation and advisory roles the Proposer or Proposers will play during the initial phase of the service provision, and annually thereafter, if proposed (2) analysis and advice on why the proposal is forward looking, and fair, reasonable, proportionate and advantageous to both affected property owners and the Town, (3) a description of an immediate implementation strategy, if any is suggested, (4) a timeline to implement the strategy (including any means to protect the Town in the event of dispute or challenge), (5) a proposed price or pricing structure, and (6) a proposed or likely budget to initially stand-up a proposed fire service non-ad valorem assessment.
5. Provide references from up to three (3) Florida communities that, within the last three (3) years, have utilized the proposed or alternative approach, if any; or, the services of the Proposer otherwise. The list of references should include in summary fashion the number of parcels assessed and aggregate annual amounts collected, and at least one contact person and contact information for each of the references identified.
6. Provide any other relevant information about the Proposer's qualifications, fitness, personnel, resources, and ability to provide the services described in this RFP.

## H. AWARD

The award will be made to the firm that is determined to be the most responsive in accordance with the aforementioned requirements based on a total score out of 100. The Town reserves the right, based upon its deliberations and opinion, to accept or reject any or all submittals. The Town also reserves the right to waive minor irregularities or variations to the specifications in the award process. The Town Commission will review all submitted proposals and will serve as the selection committee responsible for the evaluation, ranking, and selection of the firm.

## I. INSURANCE REQUIREMENTS

The firm shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the Town shall not be deemed or construed to have assessed the risk that may be applicable to the firm. The firm shall assess its own risks and if it deems appropriate, maintain higher limits and/or broader coverage. The firm is not relieved of any liability or other obligations assumed or pursuant to any agreement with the Town by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

The Firm shall carry the following limits of liability as required below:

### 1. Commercial General Liability

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

### 2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

### 3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
Each Accident	\$100,000

## J. PUBLIC INFORMATION

All information contained in the proposals is public information, and as such will be handled in accordance with Chapter 119, Florida Statutes.

## K. QUESTIONS

Any questions about this Request for Proposal shall be made in writing to: Jennifer Kerr, Finance Director, by email to [finance@melbournebeachfl.org](mailto:finance@melbournebeachfl.org). Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the Town's web page. All firms are responsible for checking for any addendums that may be issued, and to obtain such addendums.

#### **L. INDEMNIFICATION**

The parties recognize that the firm is an independent contractor. The firm agrees to assume liability for an indemnify, hold harmless, and defend the Town, its Commissioners, officers, employees, and agents from and against all liability and expenses, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity or whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with an negligent act and/or deliberate act or omission of the firm, its officers, employees, agents, and subcontractors. The obligations contained in this provision will survive termination of the agreement and will not be limited by the amount of any insurance required to be obtained or maintained under the agreement. Nothing contained herein will be construed to be a waiver of any immunity or limitation of liability the Town may have under sovereign immunity or Section 768.28, Florida Statutes.

#### **M. LOBBYING**

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Town Commissioner, the Finance Director, and/or any Town Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the execution of the agreement. The Firm must not contact any Commission member during said black-out period. All questions and procedural matters must be directed to the Finance Director. The Town Commission and/or Finance Director may disqualify any solicitation response where any Commissioners, Finance Director, and/or Town Personnel have been lobbied in violation of the black-out period.

#### **N. AGREEMENT**

The award to the successful firm shall be contingent upon a mutually acceptable and duly executed Agreement between the successful Firm and the Town.

#### **O. LOCAL, STATE, AND FEDERAL COMPLIANCE**

Submitting Firms must comply with all local, state, and federal directives, orders and laws as applicable to the Request for Proposal.

## **EXHIBITS**

<b>EXHIBIT “A”</b>	<b>Contact Sheet</b>
<b>EXHIBIT “B”</b>	<b>Public Entity Crimes</b>
<b>EXHIBIT “C”</b>	<b>Drug-Free Workplace Certification</b>
<b>EXHIBIT “D”</b>	<b>E-Verify Statement</b>
<b>EXHIBIT “E”</b>	<b>Proposer Acknowledgements and Agreements</b>
<b>EXHIBIT “F”</b>	<b>Conflict of Interest</b>
<b>EXHIBIT “G”</b>	<b>Non-Collusion Affidavit</b>
<b>EXHIBIT “H”</b>	<b>Disputes Disclosure</b>

**EXHIBIT "A"**

**CONTACT SHEET**

**Name:** \_\_\_\_\_

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

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

**Accounting Contact:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**EXHIBIT "B"**

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),  
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**EXHIBIT "C"**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, 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 violation 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**EXHIBIT “D”**

**E-VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

**Individual/Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

**EXHIBIT “E”**

**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above-named entity is submitting a Proposal for the Town of Melbourne Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify 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 Town of Melbourne Beach.

8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Town of Melbourne Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the Town of Melbourne Beach.

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
My Commission expires:  
\_\_\_\_\_  
Notary Signature