



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Medical Services for Special Needs Shelter

RFP #: 2022058

RFP Opening Date: **June 24, 2022**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

PLEASE SUBMIT:

- (1) ONE MARKED ORIGINAL, AND
- (5) COPIES OF YOUR PROPOSAL

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

The Indian River County Board of County Commissioners is requesting proposals from qualified providers for:

RFP # 2022058

Medical Services for Special Needs Shelter

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of one original and five (5) copies of proposals by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. on June 24, 2022.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication on Vendor Registry and Demandstar on June 2, 2022

Scope of Services

1. INTRODUCTION

The Indian River County Board of County Commissioners (County) Department of Emergency Services / Office of Emergency Management (OEM) who will oversee this proposed contract. OEM will manage the administrative and financial side of the contract and the Florida Department of Health – Indian River County (FDOH) will govern the employees during shelter operations at the designated Persons with Special Needs (PSN) shelter, typically located at Treasure Coast Elementary (8955 85th Street, Sebastian, FL 32958). In the event medical staff is needed at a general population shelter, Indian River County OEM will manage the administrative and financial side of the contract.

The County anticipates a primary and secondary award to be made under this bid. The term of the agreements will be three years, with three one-year extensions available.

2. SCOPE

PSN Shelter Management Responsibilities:

FDOH – The County FDOH is the lead agency for all PSN shelter activations. FDOH program authority is given through Chapter 20.43, Florida Statutes; Chapter 154, Florida Statutes; Chapter 464, Florida Statutes; and Florida Administrative Code, 64-D.

Indian River County School Board (IRCSB) – IRCSB will provide a Shelter Manager, and support staff 24 hours a day while the shelter is activated. The Shelter Manager, along with FDOH staff, will direct and oversee all PSN shelter activities.

FDOH will provide basic medical equipment and supplies for all personnel working in PSN shelter.

FDOH will provide all direction and supervision for contract staff while in the PSN during a shelter activation.

Indian River County Fire District (IRCFD) and FDOH – IRCFD will operate the shelter and serve as the Incident Commander. FDOH will provide staffing to direct and oversee all PSN shelter activities.

FDOH will be the point of contact for all communication between County Emergency Operations Center (EOC) and the PSN shelters.

FDOH reserves the right to request immediate removal of any provider health care personnel from the shelter service location at their sole discretion.

FDOH reserves the right to reject provider personnel who fail to:

- Perform assigned duties
- Dress appropriately for assignment
- Comply with any Federal, State, or Local Regulations
- Provide quality patient care

FDOH will contact the EOC with all requests for additional medical services or to reduce staffing based on shelter census.

OEM will make the request for medical support services provided by the contracted provider(s). This will include the time of mobilization and estimated demobilization period.

OEM shall determine the PSN eligibility of all clients.

OEM will provide logistical and communication support to the PSN and general population shelters. OEM will identify the timing for shelter openings and activation levels.

OEM will manage all media and community partner inquiries throughout the duration of the shelter activation.

2. Medical Provider Requirements

Provider will deliver temporary health care staffing to the PSN shelter within sixteen (16) hours of the request. Initial request will be made by telephone with a follow up email from the OEM. The services will be provided during a proposed shelter opening for a disaster event that could impact Indian River County.

Provider will deliver professional and efficient temporary health care services twenty-four (24) hours a day, seven (7) days a week during PSN shelter activation. Meals will be provided to staff housed at the shelter, and shower facilities are available in close proximity to the shelter.

Provider will provide one (1) or more of the following staffing teams to the County PSN shelter for a twelve (12) hour shift: Two (2) nurses (at least one of which is a Registered Nurse), Six (6) Certified Nursing Assistants or Home Health Aides, and One (1) Respiratory Therapist. Emergency Medical Technicians (EMTs) can be substituted for a CNA as long as they have their National Registry Certification.

Provider personnel shall have at least one (1) year of documented experience in specified job classification.

Provider will ensure compliance with the following criteria:

- Responsible for background screening, testing, evaluations, maintenance, recruitment, and disciplinary actions of its personnel.
- Abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.
- Perform all services in accordance with customary, reasonable, and prudent industry standards of care.
- Ensure appropriate credentials, certifications, and/or licenses to complete work:
 - o Registered Nurse is licensed by the Florida Department of Health of Medical Quality Assurance to practice nursing under 464.003(4), Florida Statutes. An out of state Nursing license may be considered, as long as there is a reciprocity agreement with the issuing state.
 - o Licensed Practical Nurse are licensed under 464.003(3)(b), Florida Statutes.
 - o Certified Nursing Assistants are certified under the Board of Nursing 464.2085, Florida Statutes.
 - o Registered Respiratory Therapist is licensed to provide respiratory care under the supervision of a physician 468.35 – 468.369, Florida Statutes.
- Provider shall assume professional liability and Workman's Compensation coverage for its personnel.

- Provider staff will work under the Provider's medical policies and protocols. Staff will abide by the rules and regulations set forth by agency compliance with standard and transmission-based precautions, OSHA Blood - borne Pathogens Exposure Control Plan and Verify training on HIPPA laws and patient confidentiality. (45 CFR Parts 160, 162, and 164).
- Provider understands that shelters are open twenty-four (24) hours a day, seven (7) days a week during disasters. When the County is experiencing tropical storm force winds or higher, staff may be required to stay at the shelter for personal safety.

Failure to provide a fully-qualified and staffed team in accordance with the time requirements above will result in a penalty of \$1,000 per day. Payment will be made at the total team price bid, even if lower level positions are filled by more highly-qualified providers.

Submittal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked original and five (5) copies prior to the opening date and time. Submittals must include and are requested to be organized as follows:

- a. A history a description of the range of services offered by of the Consultant.
- b. Summaries or biographies of the required Provider's Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Provider's representative assigned to manage the County's project.
- c. If any services are to be subcontracted, identify those Providers and submit their qualifications, including resumes of individuals assigned.
- d. A detailed description of the Provider's approach to successful completion of services such as those described within this RFP.
- e. Firm Information form
- f. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- g. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- h. Certification regarding lobbying
- i. Certification regarding debarment

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.

- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

| EVALUATION CRITERIA | EVALUATION POINTS MAXIMUM |
|---|----------------------------------|
| 1. Professional qualifications of Provider and specific individuals to be assigned to Count | 25 |
| 2. Provider’s ability to comply with the scope of services and approach | 25 |
| 3. Price Proposal | 25 |
| 4. References | 25 |
| TOTAL | 100 |

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Submission: Submit one marked original and five (5) copies of your Proposal.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit

a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired

employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing

Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

Professional Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate combined single limit
- \$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

| | | | |
|----------------------|--|--------------|--|
| Company Name | | | |
| Tax ID Number | | W-9 | Attached <input type="checkbox"/> |
| Contact Name | | Phone | |
| Title | | Email | |
| Address | | | |
| | | | |
| | | | |

The following addenda are hereby acknowledged:

| Addendum Number | Date |
|-----------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

1. How many years has your organization been providing these services? _____

2. List State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____

Dates of Service: _____

4. Date Registered with e-Verify.gov: _____ Certificate # _____

5. List all ligation cases during the past three (3) years in which the Contractor has been a named party.

Use additional sheets, as necessary.

| Year filed | Case number | Venue | Description |
|------------|-------------|-------|-------------|
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6. List qualifications of individual providers currently on staff who may be utilized under this contract (names not required). Minimum providers are listed below, but please use additional lines, and sheets, if necessary, to provide qualifications for additional providers, by classification:

| Provider Classification | Registrations | Years of Experience in this Classification |
|-------------------------|---------------|--|
| Nurse | | |
| Nurse | | |
| CNA/Home Health Aide | | |
| CNA/Home Health Aide | | |
| CNA/Home Health Aide | | |
| CNA/Home Health Aide | | |
| CNA/Home Health Aide | | |
| CNA/Home Health Aide | | |
| Respiratory Assistant | | |
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PROPOSAL PRICING – RFP 2022058 Medical Services for PSN Shelter

Proposer submits the following prices for the work described in this solicitation:

| Provider type | Hourly Rate | Providers required | Total Hourly Rate |
|---|-------------|--------------------|-------------------|
| 1. Nurse (at least one RN) | \$ | 2 | \$ |
| 2. Certified Nursing Assistant/Home Health Aide | \$ | 6 | \$ |
| 3. Respiratory Assistant | \$ | 1 | \$ |
| Total Team Hourly Rate | | | \$ |

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022058
for Medical Services for PSN Shelter

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. 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, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ 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 have the following relationships with a County Commissioner or County employee:

| Name of Affiliate or entity | Name of County Commissioner or employee | Relationship |
|-----------------------------|---|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called PROVIDER). OWNER and PROVIDER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

PROVIDER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide fully-staffed medical team(s) in the event of shelter activation to provide round-the-clock coverage at Persons with Special Needs (PSN) Shelter, which includes: two (2) nurses (at least one of whom is a Registered Nurse), Six (6) Certified Nursing Assistants or Home Health Aides, and One (1) Respiratory Therapist.

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

| | |
|------------------|--|
| Project Name: | Medical Services for Persons with Special Needs (PSN) Shelter |
| Bid Number: | 2022058 |
| Project Address: | 8955 85 th Street, Sebastian, FL 32958, or other location as determined by FDOH |

ARTICLE 3 - CONTRACT TERM

The term of this award is three years from effective date, with three additional one year terms available, based on mutual consent and OWNER's determination that renewal is in the best interest of the County.

ARTICLE 4 - CONTRACT PRICE

- 4.01 OWNER shall pay PROVIDER for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to the prices stated in PROVIDER's Bid, attached hereto as Exhibit 1. Payment will be made at the total team price bid, even if lower level positions are filled by more highly-qualified providers.
- 4.02 Failure to provide a fully-qualified and staffed team in accordance with the time requirements provided in the Article 7 will result in a penalty of \$1,000 per day.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 *Progress Payments.*

- A. The OWNER shall make progress payments to the PROVIDER on the basis of the approved partial payment request as recommended by OEM in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

5.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the PROVIDER'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

ARTICLE 6 - INDEMNIFICATION

- 6.01 PROVIDER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the PROVIDER and persons employed or utilized by the PROVIDER in the performance of the Work.

ARTICLE 7 - PROVIDER'S RESPONSIBILITIES

7.01 In order to induce OWNER to enter into this Agreement PROVIDER makes the following representations:

- A. Provider will deliver temporary health care staffing to the PSN shelter within sixteen (16) hours of the request. Initial request will be made by telephone with a follow up email from the OEM. The services will be provided during a proposed shelter opening for a disaster event that could impact Indian River County.
- B. Provider will deliver professional and efficient temporary health care services twenty-four (24) hours a day, seven (7) days a week during PSN shelter activation. Meals will be provided to staff housed at the shelter, and shower facilities are available in close proximity to the shelter.
- C. Provider will provide one (1) or more of the following staffing teams to the County PSN shelter for a twelve (12) hour shift: Two (2) nurses (at least one of which is a Registered Nurse), Six (6) Certified Nursing Assistants or Home Health Aides, and One (1) Respiratory Therapist. Emergency Medical Technicians (EMTs) can be substituted for a CNA as long as they have their National Registry Certification.
- D. Provider personnel shall have at least one (1) year of documented experience in specified job classification.
- E. Provider is responsible for background screening, testing, evaluations, maintenance, recruitment, and disciplinary actions of its personnel.

- F. Provider will abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.
- G. Provider will perform all services in accordance with customary, reasonable, and prudent industry standards of care.
- H. Provider will ensure appropriate credentials, certifications, and/or licenses to complete work are active and current:
 - o Registered Nurse is licensed by the Florida Department of Health of Medical Quality Assurance to practice nursing under 464.003(4), Florida Statutes. An out of state Nursing license may be considered, as long as there is a reciprocity agreement with the issuing state.
 - o Licensed Practical Nurse are licensed under 464.003(3)(b), Florida Statutes.
 - o Certified Nursing Assistants are certified under the Board of Nursing 464.2085, Florida Statutes.
 - o Registered Respiratory Therapist is licensed to provide respiratory care under the supervision of a physician 468.35 – 468.369, Florida Statutes.
- I. Provider shall assume professional liability and Workman’s Compensation coverage for its personnel.
- J. Provider staff will work under the Provider’s medical policies and protocols. Staff will abide by the rules and regulations set forth by agency compliance with standard and transmission-based precautions, OSHA Blood - borne Pathogens Exposure Control Plan and Verify training on HIPPA laws and patient confidentiality. (45 CFR Parts 160, 162, and 164).
- K. Provider understands that shelters are open twenty-four (24) hours a day, seven (7) days a week during disasters. When the County is experiencing tropical storm force winds or higher, staff may be required to stay at the shelter for personal safety.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. PROVIDER is registered with and will use the Department of Homeland Security’s E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. PROVIDER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - (1) This Agreement;
 - (2) Notice to Proceed;
 - (3) Certificate(s) of Liability Insurance;
 - (4) Request for Proposals 2022058;
 - (5) Addenda (numbers to , inclusive);
 - (6) PROVIDER’S Submitted Proposal;

- (7) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and PROVIDER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and PROVIDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The PROVIDER shall comply with Florida's Public Records Law. Specifically, the PROVIDER shall:

- (1) Keep and maintain public records required by the County to perform the service.

(2) Upon request from the County's Custodian of Public Records, provide the County 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 Chapter 119 or as otherwise provided by law.

(3) 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 PROVIDER does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the PROVIDER or keep and maintain public records required by the County to perform the service. If the PROVIDER transfers all public records to the County upon completion of the contract, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the contract, the PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the PROVIDER to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

10.01 OWNER and PROVIDER will adhere to the following, as applicable to this work:

A. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the PROVIDER is required to verify that none of the PROVIDER, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The PROVIDER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the PROVIDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

PROVIDERs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

C. Procurement of Recycled/Recovered Materials

(1) In the performance of this contract, the PROVIDER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The PROVIDER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the PROVIDER and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit PROVIDERS from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the PROVIDER identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the PROVIDER is notified of such by a subcontractor at any tier or by any other source, the PROVIDER shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The PROVIDER shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the PROVIDER shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The PROVIDER shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

E. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

F. Access to Records

The following access to records requirements apply to this contract:

(1) The PROVIDER agrees to provide OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The PROVIDER agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the OWNER and the PROVIDER acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo, and Flags

The PROVIDER shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The PROVIDER shall include this provision in any subcontracts.

H. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The PROVIDER will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

I. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, PROVIDER, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts

The PROVIDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

K. Affirmative Steps

If subcontracts are to be let, the prime PROVIDER is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. License and Delivery of Works Subject to Copyright and Data Rights: The PROVIDER grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the PROVIDER will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics,

sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the PROVIDER will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by PROVIDER and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion PROVIDER is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if PROVIDER neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion PROVIDER's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if PROVIDER assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if PROVIDER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for PROVIDER or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify PROVIDER in writing of the grounds for termination and provide PROVIDER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the PROVIDER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying PROVIDER in writing. Upon receiving such notification, PROVIDER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize PROVIDER to restore any work sites.
- D. The PROVIDER shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate PROVIDER's services and work for OWNER's convenience. Upon receipt of notice of such termination PROVIDER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination PROVIDER shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by PROVIDER as are permitted by the prime contract and approved by the OWNER.

PROVIDER shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: PROVIDER certifies that it and those related entities of PROVIDER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, PROVIDER certifies that it and those related entities of PROVIDER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if PROVIDER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if PROVIDER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and PROVIDER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and PROVIDER. All portions of the Contract Documents have been signed or identified by OWNER and PROVIDER or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

PROVIDER:

INDIAN RIVER COUNTY _____

By: _____
Peter D. O'Bryan, Chairman

By: _____
(PROVIDER)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk
(SEAL)

Agent for service of process: _____

Designated Representative:

Name:
Title:
Address:
Phone
Email

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If PROVIDER is a corporation or a partnership, attach evidence of authority to sign.)

Exhibit 1 to the Agreement – Pricing
