



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

---

## **Invitation to Bid**

Project Name: Medical Services for Persons with Special Needs  
(PSN) Shelter

Bid #: 2020032

**Bid Opening Date: March 20, 2020**

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

**All bids must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will be returned unopened.**

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID.

**Refer All Questions to:**

Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

---

## ADVERTISEMENT FOR BID

---

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

**Bid # 2020032**

**Medical Services for Persons with Special Needs (PSN) Shelter**

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

Deadline for receipt of bids has been set for ***2:00 P.M. on Friday, March 20, 2020***. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27<sup>th</sup> Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

**PURCHASING MANAGER  
INDIAN RIVER COUNTY**

---

**Publish: For Publication in the Indian River Press Journal**

**Date: Sunday, February 23, 2020**

**Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:**

Indian River County  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

---

### Statement of No Bid

---

Should you elect not to bid, please complete and send this page by email ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

---

---

---

---

---

---

---

## Instructions to Bidders

---

### General Terms and Conditions

**Cone of Silence.** Potential bidders/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 bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Bids and Envelope Markings:** All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

**Opening Location:** It will be the sole responsibility of the Bidder to deliver personally or by mail or other delivery service, their proposal to the office of the Indian River County Purchasing Division. Bids should be delivered to 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be considered.

**Bid Submission:** All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by Indian River County. The bid forms shall not be recreated. **Bids not submitted on the attached form(s) shall be rejected.** Submittal of one marked original bid and one copy is required unless otherwise instructed.

**Withdrawal of Bids:** A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 24 hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

**Delivery Requirements:** Delivery is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

**Price and Discount Requirements:** Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

**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 bidder and will be filled out by the County.

**Delivery and Completion Dates:** Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder

if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

**Irrevocable Offer:** Bidder warrants by virtue of bidding that the prices quoted in this bid will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by Indian River County.

**Assignment/Delegation:** No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

**Consideration of Bids:** Verbal, emailed or faxed bids will not be considered.

**Affirmative Steps:** [required for all federal contracts] PROVIDER must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Indemnification:** The successful Bidder shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

**Public Access:** The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

**Records/Audit:** The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**Acceptance:** Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The anticipated cost of the permit fees due to the Indian River County Building Division is provided as a fixed line item on the bid form, and/or specifically noted in the scope of work. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Provider.

**Descriptive Information:** Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

**Variations to Specifications:** For purposes of evaluation, *Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid.* Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

**Interpretations:** No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, 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 bid.

**Default Provision:** In case of default by the Bidder, Indian River County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

**Manufacturer's Certification:** Indian River County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the proposal.

**Signed Bid Considered an Offer:** This signed bid shall be considered an offer on the part of the Bidder. Indian River County Board of County Commissioners shall deem the offer accepted upon approval.

**Non-Collusion:** By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and

- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders 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 bidder 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.

**Scrutinized Companies Lists:** The bidder 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, Provider 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.

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

**Energy Policy and Conservation Act** – The Provider agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

**Applicable Law and Venue:** The resulting Agreement 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 within. 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 or proposal 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 may be cause for rejection of the bid or proposal.

**Cancellation:** It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

**Errors:** When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

**Bid Rejection:** Failure to comply with all the above instructions *may* result in rejection of the bid.



**Bid Protest:** Any actual or prospective bidder or proposer 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 using Department and the Office of the County Attorney.

**Supplemental Information:** The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

**Awards:** The County reserves the right to cancel the bid, reject any and all bids or waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

**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 Provider 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:** Bidder 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 the 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.

**Public Record Law:** 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.

**Insurance:**

- **Owners and Subcontractors Insurance:** The Provider shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the Provider allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a Provider herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Provider's insurance.
- **Worker's Compensation Insurance:** The Provider shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Provider shall provide adequate coverage for the protection of such employees.

- Public Liability Insurance:** The Provider shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile  \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	<b>Commercial General</b> A. <b>Premises / Operations</b> B. <b>Independent Contractors</b> C. <b>Products / Completed Operations</b> D. <b>Personal Injury</b> E. <b>Contractual Liability</b> F. <b>Explosion, Collapse, and Underground Property Damage</b>
--	--

Automobile  \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. <b>Owner Leased Automobiles</b> B. <b>Non-Owned Automobiles</b> C. <b>Hired Automobiles</b> D. <b>Owned Automobiles</b>
--	---

- Proof of Insurance:** The Provider shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the Provider must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Indian River County reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

**Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.**

---

End of General Terms and Conditions

---

## Technical Specifications

---

### Scope

The invitation to bid is from 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.

### GENERAL DESCRIPTION:

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.

### **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.

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.

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.
  - 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.

---

End of Technical Specifications

**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416



---

**Bid Form**

---

**Medical Services for Persons with Special Needs (PSN) Shelter**

Bid #: 2020032  
Bid Opening Date and Time: March 20, 2020 2:00 P.M.  
Bid Opening Location: Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

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	\$
<b>Total Team Hourly Rate</b>			<b>\$</b>

---

**Total Bid Price in Words**

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

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		

**The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, 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.**

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

Company Address: \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type / Printed)



---

## DRUG-FREE WORKPLACE CERTIFICATION

---

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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

\_\_\_\_\_  
Bidder's Signature

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

---

**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. 2020032 for Medical Services for Persons with Special Needs (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 Relationship	Name of County Commissioner or entity	or employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

---

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

---

**(This form MUST be submitted with your bid)**

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  
(This form MUST be submitted with each bid or offer exceeding \$100,000)

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

\_\_\_\_\_  
Signature of Provider's Authorized Official

\_\_\_\_\_  
Name and Title of Provider'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:	2020032
Project Address:	8955 85th 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 above will result in a penalty of \$1,000 per day.

### **ARTICLE 5 - PAYMENT PROCEDURES**

- 5.01 Method of Payment

Owner shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Office of Emergency Management (OEM) will authorize payment to be made. All payments for services shall be made to the PROVIDER by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

#### 5.02 Acceptance of Final Payment as Release

The acceptance by the PROVIDER of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the PROVIDER other than claims in stated amounts as may be specifically excepted by the PROVIDER for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the PROVIDER or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

### **ARTICLE 6 - INDEMNIFICATION**

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 REPRESENTATIONS**

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

- A. PROVIDER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. PROVIDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. PROVIDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, during the Contract Term, and in accordance with the other terms and conditions of the Contract Documents.
- D. PROVIDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- E. PROVIDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that PROVIDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to PROVIDER.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to \_\_ , inclusive);
- (2) Notice(s) to Proceed
- (3) Certificate(s) of Liability Insurance
- (4) Invitation to Bid 2020032
- (5) Addenda (numbers to , inclusive);
- (6) PROVIDER'S Bid Form (pages \_\_ to \_\_, inclusive);
- (7) Drug Free Workplace Form (pages \_\_ to \_\_, inclusive)
- (8) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages \_\_ to \_\_, inclusive);
- (9) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (10) Certification Regarding Lobbying
- (11) 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 Invitation to Bid.

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](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> 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 Indian River County. 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 the Florida Department of Emergency Management (FDEM) and Indian River County, 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.

**C. Access to Records**

(1) The Provider agrees to provide FDEM, Indian River County, 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.

**D. 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.

**E. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Provider will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**F. 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.

**G. 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 the Provider's actions pertaining to this contract.

**H. AFFIRMATIVE STEPS:** PROVIDER shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**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: \_\_\_\_\_  
Susan Adams, 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 CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

---

**Exhibit 1 – Pricing**

---