



## Indian River County Purchasing Division

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

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# Request for Proposals

Project Name: Industrial Control System Network Design

RFP #: 2022014

RFP Opening Date: **October 28, 2021**

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

**All Proposals 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 responses will be not be accepted or considered.**

PLEASE SUBMIT:

(1) ONE MARKED ORIGINAL,

(3) COPIES OF YOUR PROPOSAL, AND

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO

[PURCHASING@IRCGOV.COM](mailto:PURCHASING@IRCGOV.COM) PRIOR TO THE BID OPENING DATE AND TIME. ELECTRONIC COPY IS NOT IN LIEU OF HARD COPIES, BUT RATHER IN ADDITION TO THOSE PHYSICAL COPIES.

**Refer All Questions to:**

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

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## REQUEST FOR PROPOSALS

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### RFP # 2022014

### Industrial Control System Network Design

The Indian River County Board of County Commissioners is requesting proposals from qualified firms to develop the architecture and design that will be used to upgrade the County's current Industrial Control Systems (ICS) and Supervisory Control and Data Acquisition (SCADA) systems and supporting network infrastructure. These upgrades are intended to enhance the operational efficiency and cybersecurity posture of the County's ICS and SCADA systems, pursuant to the terms, specifications, and conditions set forth within this RFP.

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>.

Receipt of one original with three (3) copies of the proposal and one electronic copy of the proposal by the Purchasing Division, 1800 27<sup>th</sup> Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. October 28, 2021.

A **MANDATORY** ICS/SCADA system design project overview briefing will be held at 10:00 am on October, 13, 2021 in room 112A of the Indian River County Intergenerational Center located at 1590 9th St SW, Vero Beach, FL 32962. No proposer will be allowed to sign in once the meeting has begun.

**Note: all parties attending will be required to provide a completed and signed Non-Disclosure Acknowledgement (Appendix A) prior to being granted entry.** Please bring a completed copy with you.

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

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**Publish: For Publication via Demandstar and Vendor Registry**

**Date: October 1, 2021**

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## Scope of Services

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### 1. INTRODUCTION

The Indian River County Board of County Commissioners is requesting proposals from qualified firms to develop the architecture and design that will be used to upgrade the County’s current Industrial Control Systems (ICS) and Supervisory Control and Data Acquisition (SCADA) systems and supporting network infrastructure. These upgrades are intended to enhance the operational efficiency and cybersecurity posture of the County’s ICS and SCADA systems, pursuant to the terms, specifications, and conditions set forth within this RFP.

Due to the sensitivity of design information related to the current ICS and SCADA systems and any future potential upgrades, Indian River County is unable to provide design details in this RFP. Instead, all proposers must attend a mandatory ICS/SCADA system design project overview briefing. Proposers must complete the attached Non-disclosure Agreement (Appendix A) and bring that with them to the design project overview briefing on October 13, 2021. The representative attending the meeting must be named in the signed non-disclosure agreement. Only firms providing an executed non-disclosure agreement will be admitted to the meeting. Design details will be provided only to those in attendance at the meeting.

#### **TIME SCHEDULE:**

The County will attempt to use the following time schedule that will result in selection of proposer(s).

October 1, 2021 - RFP issued

October 13, 2021 – Mandatory ICS/SCADA system design project overview briefing

October 18, 2021 at 2:00 p.m. – All written questions and inquiries are due

October 28, 2021 - Proposals due no later than 2:00 PM

November 15, 2021 – Initial committee meeting to rank firms and determine if presentations required

December 1, 2021 – Interviews (if necessary) take place and final ranking of Contractors determined by the committee

December 14, 2021 – Award considered by the Board of County Commissioners

January 11, 2022 – Notice to Proceed issued (on or before)

## SCOPE OF SERVICES

- Task 1 (Deliverable) – Project Schedule. The supplier shall develop a project schedule detailing all tasks required to complete this project. The schedule shall include tasks for Indian River County review of submitted deliverables.
- Task 2 (Deliverable) – Document the Existing Network
  - The supplier shall document all connected hardware devices (PLC, Clients, Servers, Network Hardware) and services within the existing SCADA Network. Existing network diagrams shall be expanded to include make, model, version, firmware, and patch levels on all connected devices and services. Partial information is available from previous assessment tasks. This information will determine which devices and components can be reutilized within the enhanced design.
- Task 3 (Deliverable) - Develop the Functional and Non-Functional System Requirements Document
  - This task will focus on developing the functional and non-functional requirements for the system design/upgrade. Utilizing the documentation developed in task (2) the supplier shall identify technology and security gaps with respect to industry standards and reference architectures and translate that information into a functional and non-functional system requirements document. The requirements document shall address all functional and non-functional system requirements.
  - The supplier shall conduct a formal review to present the system requirements for approval. All requirements review materials (presentations, trade study reports, etc.) shall be submitted to Indian River County a minimum of 30 calendar days in advance of the scheduled review.
  - Supplier shall document all action items assigned during the review and review the list with the requirements review attendees at the conclusion of the requirements review meeting.
  - The deliverables for this task shall include:
    - All requirements review materials, inclusive of any updates made following the pre-meeting submittal
    - A list of all action items assigned during the review
    - The supplier’s responses to all assigned action items
      - The supplier shall clearly annotate which of their responses addresses each action item assigned during the requirements review
    - Revised requirements document incorporating approved action item responses
- Task 4 - Develop a Preliminary Network Design
  - The supplier shall develop a detailed network design which is compliant with the reference architecture included in National Institute of Standards and Technology (NIST) SP800-82 Rev. 2 Guide to Industrial Control Systems (ICS) Security (2015). The design shall include all network connections (local, wireless, and Internet Service Provider (ISP)), network equipment, routers, switches, firewalls and wireless access points across three process facilities, all remote sites, and the Lab. The design shall include a DMZ

and connections to the Enterprise network, a single connection between the SCADA System and Enterprise Network to provide remote access functions and Intrusion Detection/Intrusion Prevention monitoring and control from a single point on the network. The design shall identify components and connections and a preliminary specification for enclosures, cables and environment monitoring. Note that the required firewalls have been procured and will be supplied by the County. The Supplier shall be responsible for proposing the correct configuration for each firewall.

- Task 5 - Develop a Preliminary Computing Design
  - The supplier shall develop a virtualized computing design which addresses the needs each SCADA site, the DMZ and the system as a whole. The proposed design shall incorporate a resilient infrastructure approach and address disaster recovery for each site and the system as a whole.
- Task 6 - Develop a System Hardening Plan
  - The supplier shall develop a System Hardening Plan that addresses the configuration changes required to address potential vulnerabilities. This design will include all network connections (local, wireless, and Internet Service Provider (ISP)), workstations, servers, network equipment, routers, switches, firewalls and wireless access points across three process facilities, remote sites, and the Lab. The System Hardening Plan shall address the cybersecurity reference architectures as described in the applicable DoD Cyber Exchange Security Technical Implementation Guides (STIGS).
- Task 7 - Develop a Preliminary Network and System Monitoring Design
  - The supplier shall develop a network and system monitoring design to include end point protection (EEP) and intrusion detection. This design will specify the software and configuration items required to implement the proposed monitoring solution. The design shall seek to leverage the County's Enterprise Network EEP and monitored detection and response (MDR) solutions to the extent possible.
- Task 8 (Deliverable) – Preliminary Design Review (PDR)
  - Supplier shall examine the requirements documentation and materials developed in tasks (2) - (7) above and formulate their design recommendations for achieving compliance with the requirements. Any proposed exclusion or tailoring of these requirements must be explicitly detailed with the supplier's rationale during this design review. Supplier shall conduct a formal review to present their design recommendations. All design review materials (presentations, drawings, trade study reports, etc.) shall be submitted to the County a minimum of 30 calendar days in advance of the scheduled review.
  - The preliminary design review must demonstrate compliance with requirements developed in task (3) via requirement to design traceability for each requirement.
  - Supplier shall document all action items assigned during the review and review the list with the design review attendees at the conclusion of the design review meeting.

- The deliverables for this task shall include:
  - All design review materials, inclusive of any updates made following the pre-meeting submittal
  - Network Field Investigation Report
  - Updated Network Drawings
  - Preliminary Network Design
  - Preliminary Computing Design
  - Draft Hardening Plan
  - Network and System Monitoring Design and Configuration
  - Remote Access and Mobile Device Management Design
  - A list of all action items assigned during the review
- Task 9 (Deliverable) – Final Design Review (FDR)
  - Supplier shall conduct a formal review to present their proposed final design, inclusive of feedback received from Indian River County during the preliminary design review. The design presented at the FDR shall include the proposed bill of materials required to implement the design with an estimated cost for each item in the bill of materials. All design review materials (presentation, drawings, trade study reports, etc.) shall be submitted to Indian River County a minimum of 30 calendar days in advance of the scheduled review. The supplier shall include the design artifacts required to address the action items assigned during the preliminary design review in this submittal. The supplier shall clearly annotate which of the design artifacts submitted addresses each action item assigned during the preliminary design review.
  - Supplier shall document all action items assigned during the review and review the list with the design review attendees at the conclusion of the design review meeting.
  - The supplier shall have 30 calendar days to address all action items assigned during this review.
  - The deliverables for this task shall include:
    - All design review materials, inclusive of any updates made following the pre-meeting submittal
    - Final Designs for:
      - Network
      - Computing
      - Hardening Plan
      - Network and System Monitoring
      - Remote Access and Mobile Device Management
    - A list of all action items assigned during the review
    - The supplier's responses to all assigned action items. The supplier shall clearly annotate which of the design artifacts submitted with their response addresses each action item assigned during the preliminary design review.

- An itemized list of the materials required to implement the proposed design in a bill of materials format.
- A sustainment report including:
  - Recommendations for software licenses, maintenance agreements, etc. that should be procured to support the components included in the proposed design
  - Obsolescence projections (End of Support and End of Life) for all hardware and software components included in the proposed design
- Deliverable – Certificate of Compliance
  - Confirmation of compliance via issuance of certificate of compliance.

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## Submittal Instructions

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Proposers shall submit the following:

**Information to Be Submitted:** Submit one marked original and three (3) copies, plus one electronic copy as a single pdf, submitted on USB drive, CD or delivered by email to [purchasing@ircgov.com](mailto:purchasing@ircgov.com) prior to the opening date and time. Both physical and electronic copies are required. Submittals must include and are requested to be organized as follows:

- a. A history or description of the range of services offered by the Supplier.
- b. Summaries or biographies of the required Supplier Staff that will be assigned to the County. Include name, Certified Information Systems Security Professional (CISSP) number, background, special skills, number of years with the firm and years of experience. Identify the Supplier's representative assigned to manage the County's project.
- c. A detailed description of the Supplier's approach to successful completion of services such as those described within this RFP.
- d. A description of expertise or unique capability Supplier can provide the County.
- e. Provide a projected timeline/schedule with the Supplier's methodology.
- f. References from local governments Supplier has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- g. Cost proposal, including breakout for each Phase and/or Task
- h. Litigation: List of all litigation cases during the past three (3) years in which the proposing firm has been a named party. Provide case number, case venue, and brief description of facts.
- i. Firm Information form
- j. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- k. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- l. Certification regarding lobbying
- m. 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:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Firm qualifications/capabilities and similar projects	20
2. Staff qualifications	15
3. Approach	10
4. Proposed Timeline (Phase I)	10
5. Cost Proposal	35
6. References	10
<b>TOTAL</b>	<b>100</b>

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents must not communicate in any way with the Board of County 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 Supplier'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 27<sup>th</sup> 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 three (3) copies of your Proposal, plus one electronic copy submitted on CD, USB drive or by email to purchasing@ircgov.com PRIOR to the due date and time for responses.

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

**Indemnification:** The Supplier 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 Supplier shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Supplier shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Supplier 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 Supplier 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 Supplier shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Supplier 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 Suppliers 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 Supplier 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 Supplier 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 Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The Supplier 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:** Supplier must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://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. Supplier is responsible for obtaining proof of E-Verify registration for all subcontractors/subsuppliers. This requirement applies to any

provider of services or goods. **If Supplier is not listed as a participating employer at the time of SOQ opening, the SOQ will be declared non-responsive.**

**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 Supplier 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 Supplier 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](mailto: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 Suppliers 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 Supplier, 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 Supplier 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 Supplier 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:** Supplier 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 Supplier 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.***

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## FIRM INFORMATION

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Communications concerning this statement of qualifications shall be addressed to:

<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>			

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) if applicable: \_\_\_\_\_
  
3. List government agencies and private firm(s) with whom you have completed similar work or services:
 

Agency/Firm Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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Dates of Service: \_\_\_\_\_

  

Agency/Firm Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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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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## PROPOSAL PRICING – RFP 2022014 for ICS Network Design

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

Task	Proposed Hours	Proposed Total Cost
1. Project Schedule		\$
2. Document the Existing Network		\$
3. Develop the Functional and Non-Functional System Requirements Document		\$
4. Develop a Preliminary Network Design		\$
5. Develop a Preliminary Computing Design		\$
6. Develop a System Hardening Plan		\$
7. Develop a Preliminary Network and System Monitoring Design		\$
8. Preliminary Design Review (PDR)		\$
9. Final Design Review (FDR)		\$

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. 2022014  
for ICS Network Design

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**

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(1) The SUPPLIER 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 SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

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

- Task 1. Project Schedule
- Task 2. Document the Existing Network
- Task 3. Develop the Functional and Non-Functional System Requirements Document
- Task 4. Develop a Preliminary Network Design
- Task 5. Develop a Preliminary Computing Design
- Task 6. Develop a System Hardening Plan
- Task 7. Develop a Preliminary Network and System Monitoring Design
- Task 8. Preliminary Design Review (PDR)
- Task 9. Final Design Review (FDR)

### **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: Industrial Control System Network Design  
RFP Number: 2022014  
Project Address: 1800 27<sup>th</sup> Street, Vero Beach, FL, 32960

### **ARTICLE 3 - CONTRACT TIMES**

#### 3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

#### 3.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the 120th day after the date when the Contract Times commence to run.

### **ARTICLE 4 - CONTRACT PRICE**

4.01 OWNER shall pay SUPPLIER for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in SUPPLIER's Bid, attached hereto as Exhibit 1.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ \_\_\_\_\_

Written Amount: \_\_\_\_\_

\_\_\_\_\_

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 Progress Payments.

A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by County staff in accordance with the mutually agreed to schedule milestones and the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

5.02 Pay Requests.

A. Each request for a progress payment shall contain the CONTRACTOR'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. 5.01 Method of Payment

**ARTICLE 6 - INDEMNIFICATION**

6.01 SUPPLIER 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 SUPPLIER and persons employed or utilized by the SUPPLIER in the performance of the Work.

**ARTICLE 7 - SUPPLIER'S REPRESENTATIONS**

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



- A. SUPPLIER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. SUPPLIER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. SUPPLIER 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.
- D. SUPPLIER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by SUPPLIER, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by SUPPLIER, and safety precautions and programs incident thereto.
- E. SUPPLIER 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, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. SUPPLIER 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.
- G. SUPPLIER has correlated the information known to SUPPLIER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. SUPPLIER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLIER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 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. SUPPLIER is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://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.. SUPPLIER 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 2022014;
- (5) Addenda (numbers to , inclusive);
- (6) SUPPLIER'S submitted proposal;
- (7) Firm Information Form;
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (11) Certification Regarding Lobbying;
- (12) Certificate of Debarment;
- (13) 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 SUPPLIER 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 SUPPLIER, 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 SUPPLIER shall comply with Florida's Public Records Law. Specifically, the SUPPLIER 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 SUPPLIER 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 SUPPLIER or keep and maintain public records required by the County to perform the service. If the SUPPLIER transfers all public records to the County upon completion of the contract, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the contract, the SUPPLIER 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 SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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 SUPPLIER to comply with these requirements shall be a material breach of this Agreement.

**Article 11: TERMINATION OF CONTRACT**

- A. The occurrence of any of the following shall constitute a default by SUPPLIER 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 SUPPLIER is improperly performing work or violating any provision(s) of the Contract Documents;
  - (2) if SUPPLIER 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 SUPPLIER's work is being unnecessarily delayed and will not be finished within the prescribed time;
  - (4) if SUPPLIER assigns this Contract or any money accruing thereon or approved thereon; or
  - (5) if SUPPLIER 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 SUPPLIER or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify SUPPLIER in writing of the grounds for termination and provide SUPPLIER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the SUPPLIER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying SUPPLIER in writing. Upon receiving such notification, SUPPLIER 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 SUPPLIER to restore any work sites.
- D. The SUPPLIER 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 SUPPLIER's services and work for OWNER's convenience. Upon receipt of notice of such termination SUPPLIER 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 SUPPLIER 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 SUPPLIER as are permitted by the prime contract and approved by the OWNER.
- SUPPLIER 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: SUPPLIER certifies that it and those related entities of SUPPLIER 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, SUPPLIER certifies that it and those related entities of SUPPLIER 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 SUPPLIER 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 SUPPLIER, 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 SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER 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:**

**SUPPLIER:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
TBD, Chairman

By: \_\_\_\_\_  
(Supplier)

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: Dan Russell  
Title: Director, Information Technology  
Address: 1801 27<sup>th</sup> Street, Vero Beach, FL 32960  
Phone: 772-226-1698  
Email; drussell@ircgov.com

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

**Appendix A**  
**INDIAN RIVER COUNTY NON-DISCLOSURE ACKNOWLEDGEMENT**

The undersigned hereby acknowledges that pursuant to section 119.071(3), Florida Statutes, security system plans, which include records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; threat assessments conducted by Indian River County or any private entity; threat response plans; emergency evacuation plans; sheltering arrangements; or manuals for security personnel, emergency equipment, or security training are confidential and exempt from Florida’s Public Records Law. Additionally, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Indian River County are also confidential and exempt from Florida’s Public Records Law.

Therefore, as provided under State law, the undersigned acknowledges and agrees not to use any such information described above for any reason other than as expressly authorized in writing by Indian River County. The undersigned further acknowledges that such information will not be disclosed or made available, directly or indirectly, to any other person or entity without Indian River County’s express written consent, except as such disclosure may be required by Florida law. In the event such disclosure is required by Florida law, the undersigned acknowledges and agrees to provide Indian River County with adequate notice in order to allow Indian River County to seek a protective order to preserve the secrecy of such information.

Undersigned hereby declares that the terms of this Non-Disclosure Acknowledgement have been completely read and are fully understood including the right to retain counsel to review this Non-Disclosure Acknowledgement. The undersigned knowingly and voluntarily accepts and agrees to abide by the terms of this Non-Disclosure Acknowledgement.

In witness whereof, undersigned hereto sets my hand(s) and seal(s):

\_\_\_\_\_  
(Printed Name)    Signature    Date

\_\_\_\_\_  
(Title)    (Company Name)

WITNESS:

\_\_\_\_\_  
(Printed Name)    Signature    Date

Please send documents to: \_\_\_\_\_  
email

Phone number of contact: \_\_\_\_\_

The following individual(s) will be authorized access to the information provided by Indian River County and agree to protect that information in accordance with the terms of this agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_