



Indian River County Purchasing Division

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

Request for Proposals

Project Name: Indian River County Main & North Library
Meeting Room Audio/Video Upgrade

RFP #: 2021034

RFP Opening Date: **April 7, 2021**

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

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

PLEASE SUBMIT:

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

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO
PURCHASING@IRCGOV.COM PRIOR TO THE BID OPENING DATE AND TIME.

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

RFP # 2021034

Indian River County Main & North Library Meeting Room Audio/Video Upgrade

The Indian River County Board of County Commissioners is requesting proposals from qualified firms to supply requested manufacturer equipment, or fully equivalent equipment, and installation in Libraries throughout Indian River County.

The new audio/video equipment will give Indian River Libraries a robust meeting and collaboration environment in which library visitors and Indian River County staff will be able to use the facilities to support in person and teleconference-based meetings in a much more reliable manner.

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

Receipt of one original and three (3) copies of proposals, plus one electronic copy by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. on Wednesday, April 7, 2021.

A **Mandatory** pre-bid meeting will be held on Friday, March 12, 2021 at 10:00 a.m. at the Main Library, 1600 21st Street, Vero Beach. The meeting will begin near the south entrance to the library (near the bicycle racks). No one arriving after the meeting has begun will be allowed to sign in.

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

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication via Demandstar and Vendor Registry

Date: Wednesday, March 3, 2021

Scope of Services

1. INTRODUCTION

The Indian River County Board of County Commissioners is requesting proposals from qualified firms to supply requested manufacturer equipment, or fully equivalent equipment, and installation in Libraries throughout Indian River County. The top ranked contractor will be awarded the entire project (work will not be divided by library).

The new audio/video equipment will give Indian River Libraries a robust meeting and collaboration environment in which library visitors and Indian River County staff will be able to use the facilities to support in person and teleconference-based meetings in a much more reliable manner.

The specifics regarding requested equipment and installation is located on Proposal Pricing Page.

SCHEDULE:

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

March 3, 2021 - RFP issued

March 12, 2021 – Mandatory Pre-Bid Meeting

March 29, 2021 at 8:00 a.m. – All written questions and inquiries are due

March 31, 2021 – Anticipate answers submitted in form of Addendum issued

April 7, 2021 - Proposals due no later than 2:00 PM

April 14, 2021 – Initial committee meeting to rank firms and determine if presentations required (if necessary)

April 21, 2021 – Interviews take place and final ranking of Contractors determined by the committee

May 4, 2021 – Award considered by the Board of County Commissioners

May 19, 2021 – Notice to Proceed issued (on or before)

July 31, 2021 – Project completion

SCOPE OF SERVICES:

- Procurement of all equipment listed in RFP.
- Project Plan – Deliverable.
- Removal of existing audio/video equipment
- Implementation – Installation and configuration of all equipment listed in RFP.
- Configuration Documentation – Deliverable via Reports, Diagrams, etc.
- User Acceptance Testing Plan – Deliverable

- Conduct User Acceptance Testing – Deliverable
- User Training Plan – Deliverable
- Conduct User Training – Deliverable
- Confirmation of project completion via issuance of certificate of conformance – Deliverable.

Requested Equipment Minimum Standards or Equivalent:

If proposing "or equal" materials, please describe them on the provided affidavit of compliance form, and attach specifications, indicating justification.

1. All equipment will be installed in Libraries within Indian River County. Installs will be scheduled with the Contractor, as they need to be installed on a rotating basis.
2. A mandatory pre-bid meeting and site walk through will be conducted Friday, March 12, 2021 locations and times are as follows:

Indian River County Main Library 010:00 - 11:00 am (south entrance)

1600 21st Street
Vero Beach, FL 32960
Phone: (772) 400-6335

North Indian River County Library 1:00 - 2:00 pm

1001 Sebastian Boulevard
Sebastian, FL 32958
Phone: (772) 400-6360

Proposals will NOT be accepted from Contractors that do not attend this mandatory meeting and walk through. No one arriving after the meeting has begun will be allowed to sign in. Contractors should be prepared to take photos, measure distances, document questions to be submitted for answers in an email and record any other data that may need to complete their proposal.

Submittal Instructions

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 prior to the opening date and time. Submittals must include and are requested to be organized as follows:

- a. A history a description of the range of services offered by of the Contractor.
- b. Summaries or biographies of the required Contractor Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Contractor's representative assigned to manage the County's project.
- c. A detailed description of the Contractor's approach to successful completion of services such as those described within this RFP.
- d. A description of expertise or unique capability Contractor can provide the County.
- e. Provide a projected timeline/schedule with the Contractor's methodology.
- f. References from municipalities Contractor 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 ligation 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
- n. Affidavit of Compliance form and "Or Equal" specifications (if applicable)

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

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:

1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
 - d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
 - e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

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

General Instructions

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

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

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

Submission: Submit one marked original and five (5) copies of your Proposal, 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 Contractor and will be filled out by the County.

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

Scrutinized Companies Lists: The Contractor 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: Contractor must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods. **Contractor must be enrolled in E-Verify prior to contract execution.**

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 Contractor 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 Contractor as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Contractors 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 Contractor, 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 Contractor 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 Contractor 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: Contractor 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 Contractor shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

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

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

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

Professional Liability Insurance

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

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

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

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

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

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

FIRM INFORMATION

Communications concerning this statement of qualifications shall be addressed to:

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

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

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

Dates of Service: _____

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

Dates of Service: _____

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

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

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

PROPOSAL PRICING – RFP #2021034 for Library Meeting Room AV Upgrades

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

Main County Library Equipment and Installation

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Control System				
Crestron DMPS3-4K-350-C-AIRMEDIA	3-Series® 4K DigitalMedia™ Presentation System 350 with AirMedia®	\$	1	\$
Crestron PW-4818DU	90W PoDM Power Pack for DMPS	\$	1	\$
Crestron TST-902	8.7" Wireless Touch Screen	\$	1	\$
Crestron CEN-GWEXER	infiNET EX® & ER Wireless Gateway	\$	1	\$
Crestron TS-1542-TILT-C-B-S	15.6 HD Touch Screen w/DM 8G+ Input, Tabletop Tilt, Black Smooth	\$	1	\$
Crestron DM-TX-4KZ-100-C-1G-B-T	DigitalMedia 8G+ 4K60 4:4:4 HDR Wall Plate Transmitter, Black	\$	1	\$
Crestron CLW-DIMSWEX-E-W-S	Cameo® Express Wireless In-Wall Dimmer/Switch Combo, 120V, White Smooth	\$	5	\$
Dell IOTM51H3	Optiplex 7050 Micro, i7 Processor, 16GB RAM, 128GB SSD, Windows 10 Pro (Zoom Ready)	\$	1	\$
Logitech 920-002553	Wireless Combo MK520	\$	1	\$
Audio System				
Biamp Systems TesiraFORTE DAN VT	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante™	\$	1	\$
LEA Professional Connect 352D	2 Channel x 80 watt @ 4 ohms, 8 ohms 70V and 100V per channel. Internal DSP w/ Crossovers and Dante	\$	1	\$
Shure MXWANI8	8-CH NETWORK INTERFACE	\$	1	\$
Shure MXWNCS8	8-CH NETWORKED CHARGING STATION	\$	1	\$
Shure MXWNCS4	4-CH NETWORKED CHARGING STATION	\$	1	\$
Shure MXWAPT8=Z10	8-CH ACCESS POINT TRANSCEIVER	\$	1	\$

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Shure MXW8--Z10	DESKTOP BASE TRANSCIEVER	\$	2	\$
Shure MX410LP/C	10" Shock-Mounted Gooseneck, Cardioid, less Preamplifier	\$	2	\$
Shure MXW2/SM58	Handheld Transmitter with SM58 Microphone (Includes one SB902 Battery)	\$	2	\$
Shure MXW1/O--Z11	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Includes one SB901 Battery)	\$	2	\$
Shure MXW6/C--Z10	BOUNDARY TRANSCIEVER, CARDIOID	\$	4	\$
JBL Professional CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only)	\$	8	\$
Video System				
Screen Innovations 5WGFL110UT	110 - Zero Gravity - Unity - Wide Commercial - 16:10	\$	1	\$
Barco R9832756	G LENS (WUXGA 1.52-2.92 :1)	\$	1	\$
Barco R9008756	G60-W7 White - body only	\$	1	\$
Chief KITPD0203W	Proj Mt kt RPAUW CMS0203W CMS115W	\$	1	\$
Crestron DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	\$	1	\$
Lumens VC-B30UW	12x Optical Zoom, PTZ Camera, USB 3.0, HDMI Output, White Color	\$	1	\$
Barco CSE-200	Complete Starting Package - Wireless connection to central screen - Up to 2 users on-screen - Delivered with 2 Buttons Includes - (1) Base Station - (2) USB Buttons	\$	1	\$
Lumens VC-AC03W	Mounting Bracket for PTZ Vide Cameras; color in White	\$	1	\$
Vaddio 440-1005-065	ACTIVE OPTICAL USB 3.0 A/B PLENUM 20M	\$	1	\$
Crestron DM-TX-200-C-2G-W-T	Wall Plate DigitalMedia 8G+® Transmitter 200, White Textured	\$	1	\$

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Equipment Rack				
West Penn Wire 254246EZGY1000	4P 23G SLD CAT 6 PLENUM	\$	1	\$
Crestron DM-CBL-8G-P-SP500	DigitalMedia 8G™ Cable, plenum, 500 ft spool	\$	1	\$
Pakedge MS-2424	Pakedge® MS Series Layer 3 Managed Switch with OvrC 24 1G PoE+, 370W, 2 10G SFP+	\$	1	\$
Middle Atlantic L5KCB2SEHB3ZP002	L5 Lectern Wood Kit - Turret Top HPL Sota Style Woodkit in Glamour Cherry with Alum Hardware	\$	1	\$
Middle Atlantic L5- TURFR-43LDW	L5 TURRET FRAME, LD, LW43W	\$	1	\$
Middle Atlantic L5- SPNL-43	43" Un-cut Presenter's Panel	\$	1	\$
TIF Custom Item	Required multichannel metal floor raceway	\$	1	\$
APC SMT1500RM1U	APC Smart-UPS 1500VA LCD RM 1U 120V	\$	1	\$
Middle Atlantic L5- SD7	L5 STORAGE DRAWER,7 IN	\$	1	\$
Middle Atlantic L5- DCD23	L5 DOC CAM DRAWER,23IN	\$	1	\$
Middle Atlantic COMP-COOL50P	COMPCOOL50 PLATFORM	\$	2	\$
Furman M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	\$	1	\$
Total Price Proposal – Main Library				\$

North County Library Equipment and Installation

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Control System				
Crestron DMPS3-4K-350-C-AIRMEDIA	3-Series® 4K DigitalMedia™ Presentation System 350 with AirMedia®	\$	1	\$
Crestron PW-4818DU	90W PoDM Power Pack for DMPS	\$	1	\$
Crestron TST-902	8.7" Wireless Touch Screen	\$	1	\$
Crestron CEN- GWEXER	infiNET EX® & ER Wireless Gateway	\$	1	\$

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Crestron TS-1542-TILT-C-B-S	15.6 HD Touch Screen w/DM 8G+ Input, Tabletop Tilt, Black Smooth	\$	1	\$
Crestron DM-TX-4KZ-100-C-1G-B-T	DigitalMedia 8G+ 4K60 4:4:4 HDR Wall Plate Transmitter, Black	\$	1	\$
Crestron CLW-DIMSWEX-E-W-S	Cameo® Express Wireless In-Wall Dimmer/Switch Combo, 120V, White Smooth	\$	5	\$
Logitech 920-002553	Wireless Combo MK520	\$	1	\$
Dell IOTM51H3	Optiplex 7050 Micro, i7 Processor, 16GB RAM, 128GB SSD, Windows 10 Pro (Zoom Ready)	\$	1	\$
Audio System				
Biamp Systems TesiraFORTE DAN VT	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante™	\$	1	\$
LEA Professional Connect 352D	2 Channel x 80 watt @ 4 ohms, 8 ohms 70V and 100V per channel. Internal DSP w/ Crossovers and Dante	\$	1	\$
Shure MXWANI8	8-CH NETWORK INTERFACE	\$	1	\$
Shure MXWNCS8	8-CH NETWORKED CHARGING STATION	\$	1	\$
Shure MXWNCS4	4-CH NETWORKED CHARGING STATION	\$	1	\$
Shure MXWAPT8=-Z10	8-CH ACCESS POINT TRANSCEIVER	\$	1	\$
Shure MXW8=-Z10	DESKTOP BASE TRANSCEIVER	\$	2	\$
Shure MX410LP/C	10" Shock-Mounted Gooseneck, Cardioid, less Preamplifier	\$	2	\$
Shure MXW2/SM58	Handheld Transmitter with SM58 Microphone (Includes one SB902 Battery)	\$	2	\$
Shure MXW1/O=-Z11	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Includes one SB901 Battery)	\$	2	\$
Shure MXW6/C=-Z10	BOUNDARY TRANSCEIVER, CARDIOID	\$	4	\$
JBL Professional CONTROL 26CT	6.5"CEILING SPKR W/X-FRMR(2PR Per CTN)	\$	8	\$

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Video System				
Crestron DM-TX-200-C-2G-W-T	Wall Plate DigitalMedia 8G+® Transmitter 200, White Textured	\$	1	\$
AJA Video Systems HELO-R0	H.264 HD/SD recorder and streaming appliance with 3G-SDI and HDMI inputs/ outputs. Record to USB drives/SD cards/Network shares, with live streaming.	\$	1	\$
Screen Innovations 5WGFL110UT	110 - Zero Gravity - Unity - Wide Commercial - 16:10	\$	1	\$
Barco R9832756	G LENS (WUXGA 1.52-2.92 :1)	\$	1	\$
Barco R9008756	G60-W7 White - body only	\$	1	\$
Chief KITPD0203W	Proj Mt kt RPAUW CMS0203W CMS115W	\$	1	\$
Crestron DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	\$	1	\$
Barco CSE-200	Complete Starting Package - Wireless connection to central screen - Up to 2 users on-screen - Delivered with 2 Buttons Includes - (1) Base Station - (2) USB Buttons	\$	1	\$
Lumens VC-B30UW	12x Optical Zoom, PTZ Camera, USB 3.0, HDMI Output, White Color	\$	1	\$
Lumens VC-AC03W	Mounting Bracket for PTZ Vide Cameras; color in White	\$	1	\$
Vaddio 440-1005-065	ACTIVE OPTICAL USB 3.0 A/B PLENUM 20M	\$	1	\$
Equipment Rack				
West Penn Wire 254246EZGY1000	4P 23G SLD CAT 6 PLENUM	\$	1	\$
Crestron DM-CBL-8G-P-SP500	DigitalMedia 8G™ Cable, plenum, 500 ft spool	\$	1	\$
Pakedge MS-2424	Pakedge® MS Series Layer 3 Managed Switch with OvrC 24 1G PoE+, 370W, 2 10G SFP+	\$	1	\$
Middle Atlantic L5KCB2SEHB3ZP002	L5 Lectern Wood Kit - Turret Top HPL Sota Style Woodkit in Glamour Cherry with Alum Hardware	\$	1	\$
Middle Atlantic L5-TURFR-43LDW	L5 TURRET FRAME,LD,LW43W	\$	1	\$

ITEM	DESCRIPTION	Unit Price	QTY	Extended Price
Middle Atlantic L5-SPNL-43	43" Un-cut Presenter's Panel	\$	1	\$
TIF Custom Item	Required multichannel metal floor raceway	\$	1	\$
Pakedge FM-10G-LR-01	10G SFP+ Fiber Module, LR Single Mode, 1310nm, 20km	\$	1	\$
West Penn Wire 25225BBK0500	1P 16G STRD UNSHLD PLENII	\$	1	\$
APC SMT1500RM1U	APC Smart-UPS 1500VA LCD RM 1U 120V	\$	1	\$
Furman M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	\$	1	\$
Middle Atlantic COMP-COOL50P	COMPCOOL50 PLATFORM	\$	2	\$
Middle Atlantic L5-DCD23	L5 DOC CAM DRAWER,23IN	\$	1	\$
Middle Atlantic L5-SD7	L5 STORAGE DRAWER,7 IN	\$	1	\$
TIF Custom Item	Six strand OS2 LC/LC preterminated	\$	1	\$
Total Price Proposal – North County Library				\$

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. 2021034
for Library Meeting Room AV Upgrades

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

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

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

and my relationship to the entity named above is _____

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

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

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

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

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

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

(1) The CONTRACTOR 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

Affidavit of Compliance

(Please include this form with your proposal, if submitting "or equal" items. Failure to include will be interpreted as indication your proposal is for the exact items identified on the Proposal Pricing Form.)

Indian River County RFP # 2021034 for Library Meeting Room AV Upgrades

We TAKE exception to the Bid / Specifications as follows: _____

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax: _____

E-mail: _____

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

(Typed / Printed)

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 CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

Audio Visual Upgrades to Meeting Rooms at Main and North County Libraries

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:	Library Meeting Room AV Upgrades
RFP Number:	2021034
Project Address:	Indian River County Main Library 1600 21st Street Vero Beach, FL 32960
	North Indian River County Library 1001 Sebastian Boulevard Sebastian, FL 32958

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 June 30, 2021

3.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in writing as a change order to this Agreement. Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed

on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$388 for each calendar day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR 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 CONTRACTOR’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 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 Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR 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 CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR 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 CONTRACTOR or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - CONTRACTOR’S REPRESENTATIONS

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

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR has correlated the information known to CONTRACTOR, 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. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 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. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. Contractor 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 2021034;
- (5) Addenda (numbers to , inclusive);
- (6) CONTRACTOR’S Proposal;
- (7) Affidavit of Compliance;
- (8) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (9) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (10) Certification Regarding Lobbying;
- (11) Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
- (15) 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 CONTRACTOR 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 CONTRACTOR, 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 Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor 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 contractor 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 Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

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

ARTICLE 10 –TERMINATION OF CONTRACT

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

Contractor 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: CONTRACTOR certifies that it and those related entities of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ .

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
Joseph E. Flescher, Chairman

By: _____
(Contractor)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Address for giving notices:

By: _____
Dylan Reingold, County Attorney

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

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:

Name:

Title:

Address:

Phone

Email

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____