



**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 Qualifications

Project Name: Professional Surveying and Mapping Services on an annual contractual basis for miscellaneous Surveying and Mapping for Indian River County

RFQ #: 2022064

RFQ Opening Date: **July 22, 2022**

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

**All Statements of Qualifications (SOQs) 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,  
(5) COPIES OF YOUR SOQ, 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. **BOTH PRINTED AND ELECTRONIC COPIES ARE REQUIRED.**

**Refer All Questions to:**

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

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## REQUEST FOR QUALIFICATIONS

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### RFQ # 2022064

#### Professional Surveying and Mapping Services on an annual contractual basis for Miscellaneous Surveying and Mapping for Indian River County

In compliance with Section 287.055, Florida Statutes, the Indian River County Board of County Commissioners is requesting Statements of Qualifications (SOQs) for Professional Surveying and Mapping firms for Professional Surveying and Mapping Services on an annual basis for miscellaneous surveying and mapping for Indian River County.

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 and five (5) copies, plus one electronic copy of the SOQ by the Purchasing Division, 1800 27<sup>th</sup> Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. Wednesday, July 22, 2022.

Initial screening, ranking, final ranking and negotiations will be in accordance with the Consultant Competitive Negotiation Act, Section 287.055, Florida Statutes. 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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**For Publication on Demandstar and Vendor Registry on Friday, June 24, 2022.**

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## Scope of Services

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### 1. INTRODUCTION

I. PROJECT

Submittals will be received from qualified firms to provide contractual services in the discipline of Professional Surveying and Mapping and related services for County Departments, on a continuing contract basis for various projects in Indian River County, Florida. Multiple awards are anticipated.

II. LOCATION                      Indian River County, Florida

III. SCOPE OF WORK

- A. During the negotiation process, County staff and the Consultant will develop and define as precisely as possible the scope of work for each project.
- B. A description of the scope of work includes but is not limited to the general and specialty Surveying and Mapping applications related to but not limited to the following:

General Surveying Services

- Boundary Surveys
- Topographic Surveys
- Design Surveys
- Route Surveys
- Control, Right-of-Way and Maintenance Mapping
- Legal Descriptions and Sketch
- Record and/or As-Built Surveys
- Construction Layout Surveys
- Quantity Surveys
- Other similar tasks as deemed necessary

Specialty Surveying Services (As it relates to this RFQ)

- Underground locates
- Geodetic
- Horizontal and Vertical control
- Hydrographic/Bathometric
- Photogrammetry/Lidar
- Environmental

- Other similar tasks as deemed necessary

IV. SCOPE OF CONSULTING SERVICES

- A. During the individual project negotiation process, County staff and the Consultant will define the scope of services for the projects as precisely as possible.
- B. A general description of the scope of consulting services is as follows:

The Consultants selected shall furnish necessary services as applicable to specific project criteria, which could include but is not limited to all professional and technical field and office surveying and specialty applications as listed in Section III (Scope of Work). Fees will be based on the labor classifications and fee schedule established for each term of the contract, as mutually agreed upon by the consultant and the County.

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## Submittal Instructions

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Professional Surveying & Mapping Firms (Consultants) responding to this Request for Qualifications (RFQ) shall submit the following in their Statement of Qualifications (SOQ):

**Information to Be Submitted:** Submit one marked original and five (5) copies, plus one electronic copy (as a single pdf, submitted by email to [purchasing@ircgov.com](mailto:purchasing@ircgov.com) or on a USB thumb drive with the printed submittals). SOQs must include and are requested to be organized as follows:

- a. A history a description of the range of services offered by of the Consultant.
- b. Summaries or biographies of the required Consultant 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 Consultant's representative assigned to manage the County's project.
- c. A detailed description of the Consultant's approach to successful completion of services such as those described within this RFQ.
- d. A description of expertise or unique capability Consultant can provide the County.
- e. Provide a projected timeline/schedule with the Consultant's methodology.
- f. References from municipalities Consultant has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- g. 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.
- h. Firm Information form
- i. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- j. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- k. Certification regarding lobbying
- l. Certification regarding debarment
- m. Any requested modifications to the Sample Agreement (attached to this pdf, and also provided as a word document on Demandstar and Vendor Registry – please use track changes to identify all requested changes)

**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	20
4. Proposed Timeline	20
5. References	25
<b>TOTAL</b>	<b>100</b>

Proposed term to begin October 1, 2022 and run for two (2) years, with two (2) optional two (2) year renewals possible.

\*In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

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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 Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, RFQ #, 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 Qualifications. SOQs submitted after the stated time and date will not be accepted or considered.

**Submission:** Submit one marked original and five (5) copies of your SOQ, PLUS one electronic copy (as a single pdf) submitted on USB drive or by email to purchasing@ircgov.com PRIOR to the due date and time for responses.

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

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

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

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

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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



**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](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. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

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

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

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFQ 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 RFQ. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFQ documents have been issued. All such Addenda shall become part of the RFQ documents. Further, it shall be the responsibility of each Consultant, prior to submitting their SOQ, 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 SOQ.

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

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

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

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have

known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

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

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

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

**Insurance:**

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

**General Liability**

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

**Automobile Liability** – Combined Single Limit \$500,000

**Worker's Compensation** as required by the State of Florida

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

**Professional Liability Insurance**

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

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

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

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

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

***Indian River County reserves the right to accept or reject any or all SOQs 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:

<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): \_\_\_\_\_
  
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 Consultant has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

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

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**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. 2022064 for Professional Surveying and Mapping Services on an annual contractual basis for Miscellaneous Surveying and Mapping for Indian River County

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.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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**(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: \_\_\_\_\_



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**CERTIFICATION REGARDING LOBBYING**

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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 Consultant, \_\_\_\_\_, 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 Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date

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

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(1) The CONSULTANT certifies, by submission of this SOQ, 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 SOQ.

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

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

## **MASTER AGREEMENT FOR PROFESSIONAL SURVEYING & MAPPING SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**”, and \_\_\_\_\_, hereinafter referred to as the “**SURVEYOR**”.

### **BACKGROUND RECITALS**

In accordance with the Consultants’ Competitive Negotiations Act, Section 287.055, Florida Statutes, the COUNTY selected SURVEYOR to provide professional surveying and mapping services, based on statement of qualifications received in response to Request for Qualifications 2022064.

That the COUNTY and the SURVEYOR, in consideration of their mutual covenants, herein agree with respect to the performance of professional surveying and mapping services by the SURVEYOR, and the payment for those services by the COUNTY, as set forth below and in individual Work Orders. This agreement shall be referred to as the “MASTER AGREEMENT” under which future Work Orders will apply.

The SURVEYOR shall provide the COUNTY with professional surveying and mapping services and such other related services as defined in specific Work Orders, in all phases of each project. The SURVEYOR shall serve as the COUNTY’s professional representative for the project as set forth in each Work Order, and shall give surveying and mapping services advice to the COUNTY during the performance of the services to be rendered.

### **SECTION I – PROJECT LIMITS**

Project limits shall be identified in individual Work Orders prepared by the COUNTY and approved by the SURVEYOR. Each Work Order will be sequentially numbered and formally approved by the COUNTY prior to a Notice-to-Proceed being issued. Purchase Orders, or Work Orders executed by the County Administrator, may be issued by the COUNTY for proposed services that total less than \$35,000.00. For proposed services \$35,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

Basic services required of the SURVEYOR for the project will be described in other appropriate sections of this Agreement and in individual Work Orders.

### **SECTION II – COUNTY OBLIGATIONS**

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under this Agreement:

- A. Provide the SURVEYOR with a copy of any pertinent preliminary data or reports available to the COUNTY.
- B. Provide the SURVEYOR with all reasonably available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY that are pertinent to the project.
- C. The COUNTY shall be responsible for obtaining only those permits required to perform the work to complete the project, if such permit

- requirements are made into law and established by regulatory agencies after the effective date of the Work Order.
- D. The COUNTY shall make all provisions for the SURVEYOR to enter upon public or private property subsequent to initial provisions performed by the SURVEYOR and as reasonably required for the SURVEYOR to perform his services.
  - E. The COUNTY shall provide all title information and title opinion relating to land acquisition, as applicable.
  - F. The COUNTY shall provide property appraisal information for areas of potential acquisition as applicable.
  - G. The COUNTY shall supply the SURVEYOR with copies of all applicable local codes and regulations.

### **SECTION III – SURVEYOR OBLIGATIONS**

The SURVEYOR agrees to perform all necessary professional surveying and mapping services and other pertinent services in connection with the assigned project as required and as set forth in the following:

- A. The SURVEYOR will endeavor not to duplicate any previous work done on any project. Before issuance of a Work Order and written authorization to proceed, the SURVEYOR shall consult with the COUNTY to clarify and define the COUNTY's requirements for the project and review all available data.
- B. The SURVEYOR shall attend conferences with the COUNTY and its representatives, upon request.
- C. In order to accomplish the work described under this Agreement under the time frames and conditions set forth in this Agreement, the SURVEYOR shall:
  - i. Complete work on the project within the time allowed by maintaining an adequate staff of registered Surveyors and Mappers, GIS Professionals, Cadd operators, Survey Technicians and other employees on the work at all times.
  - ii. Comply with all federal, state, and local laws applicable to this project(s). The SURVEYOR'S work product shall conform with all applicable federal, state and local laws applicable to this project(s).
  - iii. The SURVEYOR shall cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.
  - iv. The SURVEYOR shall contact the Sunshine State One Call of Florida ("SSOCOF") to locate the utilities, and SURVEYOR shall be entitled to rely on information provided by SSOCOF. SURVEYOR shall survey all above-ground structures, and utilities on the final plans.
  - v. The SURVEYOR understands that certain County AutoCAD (Drawing) standards are being adopted; said standards shall be defined in individual work orders.
  - vi. The SURVEYOR shall report the status of the project to the County's Project Manager upon request and hold all drawings,

- electronic files, calculations, and related work open to the inspection of the COUNTY at any time, upon reasonable request.
- D. Subject to the terms of Section IX herein, all documents items furnished to the SURVEYOR by the COUNTY pursuant to this Agreement, are and shall remain the property of the COUNTY, and shall be delivered to the COUNTY upon completion of the work.
  - E. All items prepared by the SURVEYOR shall be created, maintained, and provided in the format as specified by the COUNTY in each individual Work Order.
  - F. Compensation to the SURVEYOR for basic services shall be in accordance with each Work Order, as mutually agreed upon by the SURVEYOR and the COUNTY. Current fee schedule is included in "Exhibit A" attached, and will be included as part of each Work Order when approved.
  - G. SURVEYOR 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. SURVEYOR is also responsible for obtaining proof of E-Verify registration and utilization for all subconsultants.

#### **SECTION IV – TIME FOR COMPLETION**

The time for completion of each project shall be defined in the Work Order.

#### **SECTION V – COMPENSATION**

The COUNTY agrees to pay, and the SURVEYOR agrees to accept, for services rendered pursuant to this Agreement, fees in accordance with the following:

- A. Professional Services Fee - The basic compensation shall be mutually agreed upon by the SURVEYOR and the COUNTY prior to issuance of each Work Order, and the amount shall be included in the Work Order to be formally approved by the Board of County Commissioners.
- B. Direct Payment for Certain Services - The COUNTY will not pay for services or goods provided by others working in conjunction with the SURVEYOR, as follows:
  - 1. Printing and Reproduction: The COUNTY shall make direct payment to the SURVEYOR for the cost of additional blueprints. The maximum cost allowed per blueprint, utilized shall be set forth in the Work Order.
  - 2. Concrete Monuments
  - 3. Others – as defined in individual Work Orders.

#### **SECTION VI – ADDITIONAL SERVICE WORK**

If services in addition to the Services provided in a Work Order hereunder are required or desired by the COUNTY, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the SURVEYOR to provide, either directly by the SURVEYOR or by a sub-consultant, such additional services by a written amendment to the Work Order.

## **SECTION VII – PAYMENTS**

The COUNTY shall make monthly payments Pursuant to Florida Prompt Payment Act (F.S. 218.70) to the SURVEYOR as provided by in the Work Order.

Unless otherwise stated in the Work Order, the SURVEYOR shall submit duly certified invoices no more than once monthly to the County's Project Manager.

The Invoices shall be divided into units of deliverables, which shall include, but not be limited to, reports, findings, drawings, recommendations, and drafts, that must be received and accepted in writing by the County's Project Manager, prior to payment.

## **SECTION VIII – RIGHT OF DECISIONS**

All services shall be performed by the SURVEYOR to the satisfaction of the County Project Manager who shall decide all questions, difficulties, and disputes of whatever nature that may arise under or by reason of this Agreement, according to the prosecution and fulfillment of the service hereunder, and the character, quality, amount and value thereof. The COUNTY's decision upon all claims, questions, and disputes shall be final, conclusive, and binding upon the parties hereto, unless such determination is clearly arbitrary or unreasonable.

Adjustments of compensation and contract time because of any major changes in the work that might become necessary or be deemed desirable as the work progresses shall be reviewed by the County Project Manager.

## **SECTION IX – OWNERSHIP AND REUSE OF DOCUMENTS**

- A. Ownership and Copyright: Ownership and copyright of all reports, tracings, plans, electronic files, specifications, field books, survey information, maps, contract documents, and other data developed by the SURVEYOR pursuant to this Agreement, shall be vested in the COUNTY. Said materials shall be made available to the COUNTY by the SURVEYOR at any time upon request of the COUNTY. On or before the tenth day after all work contemplated under this Agreement is complete, all of the above materials shall be delivered to the County Project Manager.
- B. Reuse of Documents: All documents, including but not limited to reports, drawings and specifications, prepared or performed by the SURVEYOR pursuant to this Agreement, are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of this project or on any other project. The COUNTY's reuse of any document or drawing shall be at the COUNTY's own risk. The COUNTY shall not hold the SURVEYOR liable for any misuse by others.

## **SECTION X – NOTICES**

Any notices, reports or other written communications from the SURVEYOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the County's Project Manager. Any notices, reports or other communications from the COUNTY to the SURVEYOR, shall be considered delivered when posted by certified mail to the SURVEYOR at the last address left on file with the COUNTY or delivered in-person to said SURVEYOR or its authorized representative.

## **SECTION XI – TERMINATION**

Either party may terminate this Agreement upon seven (7) days written notice to the other party, except if the SURVEYOR terminates this Agreement, such termination shall not be effective, absent the COUNTY's consent, until the SURVEYOR'S completion to the COUNTY's satisfaction, of any pending Work Order.

SURVEYOR certifies that it and those related entities of SURVEYOR 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. OWNER may terminate this Contract if SURVEYOR, 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.

## **SECTION XII – SURVEYOR'S PERSONNEL ASSIGNED TO THE PROJECT**

The COUNTY shall have the right of approval of all SURVEYOR's personnel assigned to any COUNTY project. Therefore, any subsequent changing of assigned personnel to any COUNTY project shall also be subject to COUNTY approval. Failure to adhere to this policy shall be considered a cause for contract termination.

## **SECTION XIII – AUDIT RIGHTS**

The COUNTY reserves the right to audit the project records of the SURVEYOR related to this Agreement at any time during the prosecution of the work included herein and for a period of three years after final payment is made.

## **SECTION XIV – SUBLETTING**

The SURVEYOR shall not sublet, assign, or transfer any work under this Agreement without the written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the SURVEYOR shall cause the names of the Professional Surveying and Mapping firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

## **SECTION XV – WARRANTY**

The SURVEYOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement, and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the SURVEYOR'S breach of violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

## **SECTION XVI – DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of two years after the date of execution thereof, or until completion of all project phases as defined by the County's Project Manager (or Designee), whichever occurs first, or unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section XI – "Termination." This Agreement may be extended for two additional two year increments at the discretion of the COUNTY.

## **SECTION XVII – INSURANCE**

During the performance of the work covered by this Agreement, the SURVEYOR shall provide the COUNTY with evidence that the SURVEYOR has obtained and maintains the insurance listed in the Agreement.

1. SURVEYOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SURVEYOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the SURVEYOR's fees.
2. Minimum Scope of Insurance (for fees less than \$500,000):
  - A. Worker's Compensation as required by the State of Florida. Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
  - B. General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include premises/operations, products/completed operations, contractual liability, and independent contractors. COUNTY shall be named an "Additional Insured" on the certificate of insurance.
  - C. Auto Liability \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles. COUNTY shall be named an "Additional Insured" on the certificate of insurance.
  - D. Professional Liability Insurance providing coverage for negligent acts, errors, or omissions committed by SURVEYOR with a \$500,000 per claim/annual aggregate. This insurance shall extend coverage to loss of interest, earning, profit, use and business interruption, cost of replacement power, and other special, indirect, and consequential damages.
3. SURVEYOR's insurance coverage shall be primary.
4. 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.
5. The insurance policies procured, other than professional liability, shall be occurrence forms, not claims made policies. Professional liability shall be on a claims-made basis.
6. The insurance companies chosen shall provide certificates of insurance prior to signing of contracts, to the Indian River County Risk Management Department.
7. Each insurance company shall provide the Indian River County Risk Management Department with a certificate of insurance that states that the insurance company will provide 30 days notice to the Risk Management Department, of its intent to modify or cancel said policies of insurance. Such notice shall be in writing by registered mail, return receipt



- requested, and addressed to the Risk Manager of the Risk Management Department.
8. The SURVEYOR shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
  9. Any deductibles or self-insured retentions greater than \$5,000 must be approved by the Risk Manager for Indian River County with the ultimate responsibility for same going to the SURVEYOR.

## **SECTION XVIII - INDEMNIFICATION**

SURVEYOR hereby agrees to indemnify, and hold harmless, the COUNTY, and the COUNTY's officers, employees and agents, from and against any and all claims from liabilities, damages, losses, costs, third party claims, judgments, and expense to persons or property, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SURVEYOR, or of SURVEYOR's officers, employees, or agents, and SURVEYOR shall indemnify the COUNTY against any such claims and any judgments that may be entered in connection therewith, including reasonable attorneys' fees.

## **SECTION XIX – SAFETY**

SURVEYOR is solely responsible for the safety of its employees and others arising from SURVEYOR's operations. All projects shall follow proper safety procedures referencing the Florida Department of Transportation Safety Standards for Surveyors and as any job site safety. However, in accordance with generally accepted practices, the SURVEYOR may report any observed job site safety violations by others to the COUNTY.

## **SECTION XX – CHOICE OF LAW AND VENUE**

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 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.

## **SECTION XXI – ENTIRETY OF AGREEMENT**

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

## **SECTION XXII - SEVERABILITY**

If any provision, section, or paragraph of this agreement is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, the remaining portions not found to be void, illegal, or unenforceable, shall remain in full force and effect.

## **SECTION XXIII – PUBLIC RECORDS COMPLIANCE**

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The SURVEYOR shall comply with Florida's Public Records Law. Specifically, the SURVEYOR 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 SURVEYOR 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 SURVEYOR or keep and maintain public records required by the County to perform the service. If the SURVEYOR transfers all public records to the County upon completion of the contract, the SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SURVEYOR keeps and maintains public records upon completion of the contract, the SURVEYOR 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.

**IF THE SURVEYOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SURVEYOR'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**

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

#### **SECTION XXIV - PROHIBITION AGAINST CONTINGENT FEES**

The registered surveyor and mapper warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the registered surveyor and mapper to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the registered surveyor and mapper any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability

and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **SECTION XXV – FEDERAL TERMS**

For any work requested that will be paid for in part or whole by federal funds, the following terms will apply:

- A. **Contract Work Hours and Safety Standards:** (1) The SURVEYOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the SURVEYOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the SURVEYOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- B. **Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SURVEYOR is required to verify that none of the SURVEYOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The SURVEYOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the SURVEYOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- C. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors and Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- D. **Procurement of Recycled/Recovered Materials:** (1) In the performance of this contract, the SURVEYOR shall make maximum use of products containing

recovered materials that are EPA-designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

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

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

E. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

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

(b) Prohibitions: (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the SURVEYOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit SURVEYORs from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement. (1) In the event the SURVEYOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the SURVEYOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.(2) The SURVEYOR shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the SURVEYOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

- F. Domestic Preference for Procurements: As appropriate, and to the extent consistent with law, the SURVEYOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- G. Access to Records: The following access to records requirements apply to this contract: (1) The SURVEYOR agrees to provide OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SURVEYOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The SURVEYOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The SURVEYOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the OWNER and the SURVEYOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- H. DHS Seal, Logo, and Flags: The SURVEYOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The SURVEYOR shall include this provision in any subcontracts.
- I. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SURVEYOR will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- J. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, SURVEYOR, or any other party pertaining to any matter resulting from the contract.
- K. Program Fraud and False or Fraudulent Statements or Related Acts: The SURVEYOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- L. Affirmative Steps: If subcontracts are to be let, the prime SURVEYOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- M. License and Delivery of Works Subject to Copyright and Data Rights: The SURVEYOR grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the SURVEYOR will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the SURVEYOR will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SURVEYOR**

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Peter D. O'Bryan, Chairman  
Board of County Commissioners

Approved by the BCC: \_\_\_\_\_

WITNESS:

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

Jeffrey R. Smith  
Clerk of Court & Comptroller

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

DEPUTY CLERK OF COURT

\_\_\_\_\_  
Jason E. Brown  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
Dylan Reingold  
COUNTY ATTORNEY

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**EXHIBIT A – FEE SCHEDULE**

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To be negotiated after approval of final ranking by the Board of County Commissioners.