



Indian River County Purchasing Division

1800 27th Street, B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Respiratory Therapist and Medical Supplier Services for Persons with Special Needs Shelter

RFP #: 2024010

RFP Opening Date: **May 29, 2024**

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.

The following must be received prior to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
3	Printed Copies for Committee
1	Single PDF file of entire submittal (including all forms and price proposal) by email or dropbox/fileshare link emailed to purchasing@indianriver.gov . USB/CD copies are <u>not</u> acceptable, due to our IT security procedures.

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

Refer All Questions to:

Email: purchasing@indianriver.gov

Scope of Services

1. INTRODUCTION

During emergency events requiring evacuation, Indian River County Board of County Commissioners (County) Department of Emergency Services / Emergency Management Division (“EM Division”), in close coordination with the Florida Department of Health – Indian River County (“FDOH”) oversee the designated Persons with Special Needs (“PSN”) shelter, typically located at Treasure Coast Elementary (8955 85th Street, Sebastian, FL 32958).

Critical Response Strategies, LLC is under contract to provide medical staffing services during activation of the PSN shelter, providing teams with two nurses, six certified nursing assistants or home health aides, and one respiratory therapist.

The EM Division is soliciting proposals from a single Provider for both the services of a respiratory therapist (“RT”) to be a dedicated part of the County’s PSN team, and medical supplies for setup at the PSN shelter.

The term of the agreement will be three years, with three one-year extensions available.

2. PSN Shelter Operations

Indian River County School Board will provide a Shelter Manager, and support staff 24 hours a day while the shelter is activated. FDOH will provide staffing to direct and oversee all PSN shelter activities and provide basic medical equipment and supplies for personnel working in the PSN shelter. Some medical supplies, as indicated on the proposal pricing form, will be required to be provided by the same agency or provider as the RT.

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

3. Respiratory Therapist Requirements

The RT will report, and the Provider will ensure delivery of necessary equipment to, the PSN Shelter within six hours of the request, with shorter timelines to be requested, dependent on the emergency. Initial request will be made by telephone with a follow-up email from the EM Division. One dedicated RT must be identified and committed to the County for the duration of the agreement. Should the RT leave the employment of the agency, the County must be notified immediately, and the Provider and County can negotiate an appropriate replacement RT for the remainder of the agreement.

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

RT shall have at least one (1) year of documented experience, and be licensed to provide respiratory care under the supervision of a physician per sections 468.35 – 468.369, Florida Statutes.

Provider will ensure compliance with the following criteria:

- Responsible for background screening, testing, evaluations, maintenance, recruitment, and disciplinary actions of its personnel.

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- Abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.
- Perform all services in accordance with customary, reasonable, and prudent industry standards of care.
- Provider shall assume professional liability and Workman's Compensation coverage for its personnel.
- Provider staff will work under the Provider's medical policies and protocols. Staff will abide by the rules and regulations set forth by agency compliance with standard and transmission-based precautions, OSHA Blood - borne Pathogens Exposure Control Plan and Verify training on HIPPA laws and patient confidentiality. (45 CFR Parts 160, 162, and 164).
- Provider understands that shelters are open twenty-four (24) hours a day, seven (7) days a week during disasters. When the County is experiencing tropical storm force winds or higher, staff may be required to stay at the shelter for personal safety.

The assigned RT will attend both a Special Needs Interagency Meeting, and an Activation Exercise each year.

End of Scope of Services

Submittal Instructions

Information to Be Submitted: All printed and electronic submittals must be received, as instructed on the first page of this RFP, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

ALL COPIES:

- a. Provider Qualifications:
 - a. A history and description of the Provider.
 - b. Describe typical inventory availability for the medical supplies needed, location from which they will be dispensed for delivery to the PSN shelter, and the number of hours after order is made that they will be delivered.
 - c. Identify the County's point of contact for ordering.
- b. Respiratory Therapist Qualifications:
 - a. Identify the Respiratory Therapist proposed to be dedicated to the County, and provide their qualifications, licensure, years of experience.
 - b. Identify the location from which they will respond to requests for service, and number of hours it will take for them to report.
 - c. Identify the County's point of contact to activate the RT to the PSN Shelter.
- c. Proposal Pricing Form
- d. Firm Information form and attachments
 - a. W-9
 - b. Specimen Insurance Certificate
- e. Drug Free Workplace Certification
- f. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- g. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- h. Certification regarding lobbying
- i. Certification regarding debarment
- j. County's Sample agreement with requested changes indicated

There is no page limit, however, please consider the committee's limited time and the need for Proposals to be concise. Images of licenses and certifications are not desired. Please provide only information relevant to the requested services, and please double-side where possible. A single page cover letter may be included, but is not requested or required.

Proposals should not be marked "confidential", "trade secret" or the like. Any information submitted that is exempt from disclosure, in accordance with Florida Statute, MUST be submitted in a separately sealed envelope, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County's sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

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 (if interviews are held in an RFP process), 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. Supplier/Agency Qualifications (including references)	25
2. Dedicated RT Qualifications (including references)	35
3. Response Time to PSN Shelter	25
4. Price Proposal	15
TOTAL	100

Anticipated Timeline

Event	Date
Advertise for Proposals	Friday, April 26, 2024
Deadline for Questions	8 a.m., Monday, May 20, 2024
Proposals Due before 2:00 p.m. on	May 29, 2024
Initial Selection Committee Meeting	Week of June 2, 2024
Interviews (if held)	Week of June 10, 2024
Recommendation of Award presented to BCC	July 2, 2024
Contract term commences	Upon execution of agreement, effective July 2, 2024

General Instructions

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

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

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

Public Record Exemption: Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer 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 Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

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: Proposer 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, Proposer, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Proposer is responsible for obtaining proof of E-Verify registration for all subcontractors in the form of an affidavit, as described in Section 448.095(5)(b) F.S. 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.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Consultant's social, political, or ideological interests when determining if the Consultant is responsible. Proposers are further notified that the County's governing body may not give preference to a Consultant based on the Consultant's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

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: All questions about the meaning or intent of the Request for Proposals are to be submitted to the Purchasing Division (purchasing@indianriver.gov) by the date and time provided on the anticipated timeline identified in the RFP. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the RFP documents.

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 Proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) 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.

Committee Meetings: Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site (https://indianriver.gov/services/management_budget/purchasing/index.php). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

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

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

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

Insurance:

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

General Liability

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

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000

Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence

\$2,000,000 aggregate combined single limit

\$5,000 maximum deductible per claim

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

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

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

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

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

PROPOSAL PRICING – RFP 2024010 Respiratory Therapist and Medical Supplier Services for PSN Shelter

Proposer submits the following prices for the materials and services necessary to provide the services, including associated disposable items for Oxygen, nebulizer, and commodes:

Item #	Description	UOM	Unit Price	Estimated Quantity*	Extended Total
1	Respiratory Therapist	HR	\$	60	\$
2	Hospital bed with linens, mat and rails, electric	EACH	\$	15	\$
3	Shelter Blankets (adult size)	EACH	\$	500	\$
4	Oxygen Concentrator	EACH	\$	10	\$
5	Homefill Compressor	EACH	\$	10	\$
6	Homefill Tank	EACH	\$	10	\$
7	Suction Machine	EACH	\$	10	\$
8	Bedside commode with liners	EACH	\$	5	\$
9	Nebulizer with compressor	EACH	\$	5	\$
10	Micro Mist nebulizer kit	EACH	\$	20	\$
TOTAL COST (SUM OF EXTENDED TOTALS FOR ITEMS 1-10)					\$

*Estimated quantities are per activation

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

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

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

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____ Reference for: Med Supplies RT Both

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____ Reference for: Med Supplies RT Both

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____
 Dates of Service: _____ Reference for: Med Supplies RT Both

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____
 Dates of Service: _____ Reference for: Med Supplies RT Both

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

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Provider, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

(Name of Business)

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

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

By: _____
(Authorized Signature)

Title: _____

Date: _____

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

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2024010
for Respiratory Therapist and Medical Supplier Services for PSN Shelter

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

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

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

and my relationship to the entity named above is _____

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

(Signature of Notary Public - State of

Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

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

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

(This form MUST be submitted with your response)

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The 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

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

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

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

(3) No member or agent of CONSULTANT has had access to information that may provide an unfair advantage to our firm.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Sample Agreement

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

ARTICLE 1 – WORK AND PROJECT

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

The services of a respiratory therapist (“RT”) to be a dedicated part of the County’s Persons with Special Needs (PSN) shelter team, and medical supplies necessary for setup at the PSN shelter

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:	Respiratory Therapist and Medical Supplier Services for Persons with Special Needs Shelter
RFP Number:	2024010
Project Address:	8955 85th Street, Sebastian, FL 32958

ARTICLE 2 – TERM

The term of this agreement is three years, with three, one-year renewals available.

ARTICLE 3 - CONTRACT PRICE

COUNTY shall pay PROVIDER for the services provided and at the prices stated in PROVIDER’s Price Proposal Form, attached hereto as Exhibit 1.

ARTICLE 4 - PAYMENT PROCEDURES

4.01 Payment

COUNTY shall make payment for the entire amount of services provided at the conclusion of each event, after receipt and approval of a valid and accurate invoice. 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 PROVIDER by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

4.02 Acceptance of Final Payment as Release

The acceptance by the PROVIDER of final payment shall be and shall operate as a release to the COUNTY from all claims and all liability to the PROVIDER other than claims in stated amounts as may be specifically excepted by the PROVIDER for all things done or furnished in connection with the work under this Agreement and for every act and

neglect of the COUNTY and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the PROVIDER or its sureties from any obligations under this Agreement, or the Request for Proposals.

ARTICLE 5 - INDEMNIFICATION

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

ARTICLE 6 - PROVIDER’S REPRESENTATIONS

6.01 In order to induce COUNTY to enter into this Agreement PROVIDER makes the following representations:

- A. PROVIDER has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal documents.
- B. PROVIDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. PROVIDER has given COUNTY written notice of all conflicts, errors, ambiguities, or discrepancies that PROVIDER has discovered in the Contract Documents, and the written resolution thereof by COUNTY is acceptable to PROVIDER.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- E. PROVIDER is registered with and will use the Department of Homeland Security’s E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. PROVIDER is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- F. PROVIDER will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 (“ADA”), the regulations of the Federal government issued thereunder, and the assurance by the PROVIDER pursuant thereto.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Certificate(s) of Liability Insurance;
- (3) Request for Proposals 2024010
- (4) Addenda (numbers to , inclusive);
- (5) PROVIDER’S Submitted Proposal
- (6) Drug Free Workplace Form;

- (7) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (8) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (9) Certification Regarding Lobbying;
- (10) Certification Regarding Debarment
- (11) Written Amendments, executed by both parties;

ARTICLE 8 - MISCELLANEOUS

8.01 *Terms*

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

8.02 *Assignment of Contract*

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.

8.03 *Successors and Assigns*

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

8.04 *Severability*

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 COUNTY and PROVIDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *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 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.

8.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The PROVIDER shall comply with Florida's Public Records Law. Specifically, the PROVIDER shall:
 - (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROVIDER does not transfer the records to the County.

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

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

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

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

ARTICLE 9 – FEDERAL CLAUSES

9.01 COUNTY and PROVIDER will adhere to the following, as applicable to this work:

A. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

B. Further Compliance with the Contract Work Hours and Safety Standards Act:

(1) The contractor 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 contractor 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 contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. Clean Air Act and Federal Water Pollution Control Act:

(1) Clean Air Act.

(a) The PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The PROVIDER agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

(a) The PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The PROVIDER agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment

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

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the PROVIDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

F. Procurement of Recycled/Recovered Materials:

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

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

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

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

(c) Exceptions.

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

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

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

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

(i) Covered telecommunications equipment or services that:

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

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

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

(d) Reporting requirement.

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

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

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

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

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

H. Domestic Preference for Procurements:

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

For purposes of this clause:

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

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

I. **Access to Records** The following access to records requirements apply to this contract:

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

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

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

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

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

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

L. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, PROVIDER, or any other party pertaining to any matter resulting from the contract.

M. **Program Fraud and False or Fraudulent Statements or Related Acts:** The PROVIDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

Article 10: TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by PROVIDER and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:

(1) if in the COUNTY's opinion PROVIDER is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if PROVIDER assigns this Contract or any money accruing thereon or approved thereon; or

- (3) if PROVIDER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for PROVIDER or for any of his property.
- B. COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify PROVIDER in writing of the grounds for termination and provide PROVIDER with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY.
- C. If the PROVIDER fails to correct or cure within the time provided in the preceding Sub-Article B, COUNTY may terminate this Contract by notifying PROVIDER in writing. Upon receiving such notification, PROVIDER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize PROVIDER to restore any work sites.
- D. The PROVIDER shall be liable for:
- (1) any new cost incurred by the COUNTY 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 COUNTY to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: COUNTY may at any time and for any reason terminate PROVIDER's services and work for COUNTY's convenience. Upon receipt of notice of such termination PROVIDER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination PROVIDER shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by PROVIDER as are permitted by the prime contract and approved by the COUNTY.
- PROVIDER shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: PROVIDER certifies that it and those related entities of PROVIDER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, PROVIDER certifies that it and those related entities of PROVIDER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if PROVIDER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. COUNTY may terminate this Contract if PROVIDER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found

to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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

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

COUNTY:

PROVIDER:

INDIAN RIVER COUNTY _____

By: _____
Susan Adams, Chairman

By: _____

By: _____
John A. Titkanich, Jr., County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
William K. DeBraal, County Attorney

Address for giving notices:

Ryan L. Butler, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

(SEAL)

Agent for service of process: _____

Designated Representative:
EMS Battalion Chief Steve Greer
4225 43rd Ave, Vero Beach, FL 32967
(772) 226-xxxx; email

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

Phone: _____
Email: _____

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

Exhibit 1 to the Agreement – Pricing

SAMPLE