



Indian River County Purchasing Division

1800 27th Street, B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Indian River County Environmental Land Acquisition Consultant Services

RFP #: 2024018

RFP Opening Date: **November 30, 2023**

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
5	Printed Copies for Committee (Committee sections only)
1	Single PDF file of entire submittal (including all forms and price proposal) by email or dropbox/filesshare 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

On March 8, 2022, the Indian River County Board of County Commissioners (BCC) approved Resolution 2022-016 which called for an Environmental Bond Referendum for the qualified electors to consider in the November 8, 2022 general election. The referendum included funding for an environmental bond towards the acquisition of environmentally significant lands to restore the Indian River Lagoon, protect water resources, drinking water sources, wildlife habitat and natural areas, and construct public access improvements. The voters passed the Resolution.

The County is soliciting proposals by qualified firms to provide services to implement the County's environmental lands acquisition program in coordination with the Indian River County Environmental Lands Acquisition Panel (ELAP) and County advising staff. The ELAP is a nine-member committee with representation from throughout the County. The ELAP is tasked with reviewing and ranking potential acquisition sites for consideration by the BCC.

Once a site has been placed on the list for potential acquisition, pre-acquisition activities begin. This involves contacting the property owner(s), identifying cost-share opportunities, selecting appraisers, reviewing appraisals, developing an acquisition strategy, and negotiating the sale. Once negotiations have been successfully concluded and an option contract executed, other pre-acquisition activities, such as selecting surveyors, conducting surveys, managing environmental assessments, developing management plans, and others, are undertaken.

In conjunction with county staff, the acquisition consultant will undertake and manage the above referenced activities. This Request for Proposal is intended to establish a term contract of several years under which the consultant shall perform tasks in one or more of the task categories hereinafter described.

Work Provided by the County

The County will select and provide a list of properties to be considered for environmental land acquisition. In addition, the County will provide: landownership information; tax assessor information; general information on each property's environmental characteristics; and information on local comprehensive plans policies and land development regulations as they affect land value.

The County will also be responsible for filling out and submitting complete applications for state or federal cost-share funds, as applicable.

Consultant Tasks

The land acquisition consultant will be responsible for: managing pre-acquisition due diligence activities; conducting acquisition negotiations; and developing stewardship/management plans for

selected properties. Each individual task result/product is subject to County authorization and/or approval. The consultant shall provide regular progress reports to the County concerning the status of each individual task.

(1) Management of pre-acquisition due diligence activities

- a) Develop work plans for properties under consideration for acquisition, entailing a flexible time table which sets forth goals for the schedule and plan of pre-acquisition due diligence activities. Due diligence investigation includes independently conducted appraisals, title searches and commitments, surveys, environmental assessments and any other items deemed necessary by county staff in connection with a proposed acquisition. **Deliverable: work plan for each property under acquisition consideration.**
- b) Develop a short-list of state-approved environmental land acquisition appraisers and establish appraisal procedures and instructions for potential appraisers for each property. **Deliverable: state approved appraisers short list, appraisal procedures report.**
- c) Contract for, and review, appropriate boundary-mapping activities, surveys, environmental audits, and appraisals, ensuring that the methodology employed by selected professionals complies with the standards required by various state and federal funding agencies that might review the results of their work. **Deliverable: boundary map surveys, environmental audit reports, and independent appraisals, in compliance with state or federal standards, as applicable.**

(2) Conduct acquisition negotiations

- a) Establish ownership contacts within land acquisition project boundaries and negotiate for the purchase of properties with the landowners or their representatives, obtaining purchase options when appropriate.
- b) Negotiate alternatives to fee simple purchase when appropriate (e.g., conservation easements). Work products would be documents related to fee simple purchase, conservation easement documents, other documents for less than fee simple purchase, as applicable.
- c) Prepare and review basic legal documents, such as option agreements, joint acquisition agreements, affidavits, and contracts, for conservation lands acquisition.
- d) Maintain communications with the County, community and environmental organizations, landowners, and other government agencies to increase visibility and gain public support. This coordination may include presentations, interviews, and other public communications, as applicable.

(3) Develop stewardship/management plans

- a) Develop conceptual stewardship/management plans for properties acquired or proposed for acquisition. These plans shall include such topics as management cost estimates, fire management procedures, exotic species control, restoration, monitoring, research, endangered species management, volunteer program development, and procurement of outside funding for environmental lands management. The County is in the process of retaining an environmental consultant to complete due diligence assessments. This environmental consultant will be available, as needed, to provide input for land management planning, restoration assessments, and wildlife survey and coordination of habitat requirements.

Plans shall also include recommendations for public access/passive recreation improvements compatible with site natural resources; initial development cost and annual maintenance cost estimates for such improvements; and funding source recommendations for such costs.

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. 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 RFP. This approach should demonstrate the following experience: (1) land acquisitions and negotiations; (2) inter-agency coordination and active relationships with federal, state, local and private agencies; (3) identification and coordination of funding partnerships for acquisition and management; (4) preparation of stewardship and management plans; (5) public relations and presentation skills; and (6) awareness of state and federal conservation initiatives, especially in regard to potential funding opportunities.
- d. A description of expertise or unique capability Consultant can provide the County. Knowledge of the general land uses and natural resources within Indian River County.
- e. Provide a projected timeline/schedule with the Consultant's methodology.
- f. At least three references from other governmental entities where similar work was performed within the last 10 years.
- g. Proposal Pricing Form

Submit the following only in the original and electronic copies (forms do not need to be completed by subconsultants):

- 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. 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:[ensure these link up to the information requested to be submitted]

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications/capabilities and similar projects	25
2. Staff qualifications	25
3. Approach	20
4. Proposed Timeline	10
5. Price Proposal	15
6. References	5
TOTAL	100

Anticipated Timeline

<i>Event</i>	<i>Date</i>
Advertise for Proposals	November 2, 2023
Deadline for Questions	November 20, 2023
Proposals Due before 2:00 p.m. on	November 30, 2023
Initial Selection Committee Meeting	December 18, 2023
Interviews (if held)	January 8, 2024
Recommendation of Award presented to BCC	January 24, 2024
Contract term commences	March 1, 2024

General Instructions

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

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the 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: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a

contract unless each party to the contract registers with and uses the E-Verify system. 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.

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) ten (10) or more days before the date fixed for opening of 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 (www.ircgov.com/departments/budget/purchasing). 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.

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

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. 2024018
for Indian River County Environmental Land Acquisition Consultant Services

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 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.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

**AGREEMENT FOR
INDIAN RIVER COUNTY ENVIRONMENTAL LAND ACQUISITION CONSULTANT SERVICES**

THIS AGREEMENT, entered into this __ day of __, 2023, 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 “CONSULTANT”.

BACKGROUND RECITALS:

COUNTY selected CONSULTANT to provide professional consulting engineering services (“Services”), based on statement of qualifications received in response to Request for Proposals 2024018.

That the COUNTY and the CONSULTANT, in consideration of their mutual covenants, herein agree with respect to the performance of professional consulting engineering services by the CONSULTANT, 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 CONSULTANT shall provide the COUNTY with consulting and support services and such other related services as defined in specific Work Orders.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GENERAL

1.1 Professional services shall be identified in individual Work Orders prepared by the COUNTY. Work Orders will be executed by the Board of County Commissioners, County Administrator, or the Purchasing Manager, as authorized. Work Orders shall include a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum, maximum amount not-to-exceed, task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; a projected schedule for completion of the work to be performed by the CONSULTANT; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term "Work Order" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the COUNTY and the CONSULTANT by which the COUNTY accepts CONSULTANT's proposal for specific services and CONSULTANT indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Work Order must be fully executed by the COUNTY prior to issuance of the related Notice-to-Proceed.

1.3 Services related to any individual Work Order which would increase or decrease cost, or which are otherwise outside the scope of Services or level of effort contemplated by the Work Order shall be Services for which the CONSULTANT must obtain the prior written approval of the COUNTY, as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Order; and when properly authorized and executed by both the CONSULTANT and the COUNTY, shall become an amendment to the Work Order or a new Work Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

1.4 A Work Order shall not give rise to any contractual rights until it meets the foregoing

requirements. Each written Work Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Work Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Work Order as if fully set forth therein.

1.5 A schedule of current hourly billing rates is set forth in Exhibit 1, attached to this Agreement and made a part hereof by this reference. These hourly billing rates will remain effective for the term of the Agreement.

1.6 No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONSULTANT will receive during the term of this Agreement.

1.7 The Background Recitals are true and correct and form a material part of this Agreement.

2. COUNTY OBLIGATIONS

2.1 The COUNTY will provide the CONSULTANT with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONSULTANT shall satisfy itself as to accuracy of any data provided. The CONSULTANT is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONSULTANT'S attention.

2.2 The COUNTY shall arrange for access to, and make provisions for the CONSULTANT to enter upon, public and private property (where required) as necessary for the CONSULTANT to perform its Services, upon timely written request of CONSULTANT to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 Approval by the COUNTY of any of the CONSULTANT's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT of any of the Services furnished under this Agreement.

2.6 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with any Work Order. The Project Manager shall:
(a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONSULTANT; (c) communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services; and (d) determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder.

2.7 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes

or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT'S Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any sub-consultant, and, as a result will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONSULTANT shall promptly notify the Project Manager. In the COUNTY'S sole discretion, and upon the submission to the COUNTY of evidence of the causes of the delay, the Work Order shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.8 The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT'S control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this Agreement.

3. RESPONSIBILITIES OF THE CONSULTANT

3.1 The CONSULTANT agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Work Orders and in this Agreement.

3.2 The CONSULTANT will endeavor not to duplicate any previous work done on any Project. Before execution of a Work Order, the CONSULTANT shall consult with the COUNTY to clarify and define the COUNTY'S requirements for the Project.

3.3 The CONSULTANT agrees to complete each Project within the time frame specified in the Work Order.

3.4 The CONSULTANT will maintain an adequate staff of qualified personnel.

3.5 The CONSULTANT will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.6 The CONSULTANT, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONSULTANT under this Agreement on the grounds of such person's race, color, religion, sex, sexual orientation, gender identity, national origin, physical disability, or age; and (2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.7 The CONSULTANT shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described in this Agreement. The CONSULTANT shall also require all sub-consultants to comply by contract with the provisions of this section.

3.8 The CONSULTANT will prepare all necessary sketches and completed application forms to accompany the COUNTY'S applications for any required federal, state, or local permits. The CONSULTANT

will reply, in writing, to all regulatory agencies' requests for additional information related to a permit application. The CONSULTANT will document all meetings, conversations, and communication. with permitting agencies. The CONSULTANT will provide the COUNTY with copies of all permit applications, including attachments, and all related correspondence. The CONSULTANT acknowledges that preparation of all applicable permits for the COUNTY's submittal to regulatory agencies, and the CONSULTANT's written responses to all regulatory agencies' questions until the permit is issued or denied, are included within the scope of basic compensation in each particular Work Order. No additional service work related to permitting will be approved for any reason, except in the case where new permitting requirements become effective after the effective date of a Work Order.

3.9 The CONSULTANT will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.10 The CONSULTANT will cooperate and coordinate with other COUNTY CONSULTANTS, as directed by the COUNTY.

3.11 The CONSULTANT shall report the status of the Services under this Agreement or Work Order to the County Project Manager upon request, and hold all reports, drawings, calculations and related work open to the inspection of the County Project Manager or his authorized agent at any time, upon reasonable request.

3.12 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONSULTANT for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, and upon final payment all of the above data shall be delivered to the County Project Manager.

3.13 The CONSULTANT will confer with the COUNTY during the further development of reports or documents for which the CONSULTANT has provided services, and the CONSULTANT will make corrections and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the COUNTY, within thirty (30) calendar days of notice by the COUNTY, or upon a determination of the CONSULTANT of the existence of such errors or omissions, whichever event shall first occur.

3.14 The CONSULTANT agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

3.15 The CONSULTANT shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY. When applicable and upon receipt of such consent from the COUNTY, the CONSULTANT shall cause the names of the engineering and surveying firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

3.16 All documents, including but not limited to drawings and reports, prepared by the CONSULTANT pursuant to this Agreement are related exclusively to the Services described herein and are not intended or represented to be suitable for reuse by the COUNTY or others on any other project. Reuse of any document or drawing shall be at the COUNTY's own risk.

3.17 CONSULTANT 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. CONSULTANT is also responsible for obtaining an affidavit from all subcontractors and subconsultants, as required in Section 448.095(5)(b), F.S., stating the subcontractor/subconsultant does not employ, contract with, or subcontract with an unauthorized alien.

3.18 The CONSULTANT shall not be held liable for any modifications made to the documents by others.

4. TERM; DURATION OF AGREEMENT

This Agreement shall become effective on _____, and remain in full force and effect for a period of three (3) years after the effective date, or until completion of all project phases as defined by the COUNTY, whichever occurs later, or unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 9 "Termination", This Agreement may be extended for one additional one (1) year term, at the discretion of the County.

5. COMPENSATION

5.1 The COUNTY shall pay to the CONSULTANT a mutually agreed upon lump sum, per unit, or maximum amount not-to-exceed fee for each task in the Work Order, to be paid in monthly installments or on a deliverable basis, all as set forth in a Work Order. Duly certified invoices, phased as per the Work Order, shall be submitted to the County Project Manager, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the County Project Manager will determine if the tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the County Project Manager will authorize payment to be made. All payments for services shall be made to the CONSULTANT by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.1.1 The CONSULTANT shall include on the invoices any identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of F. S. section 112.061, as may be amended from time to time. Travel expenses, if any, shall not be on a direct pay basis by the COUNTY. Notwithstanding the foregoing, the CONSULTANT acknowledges and agrees that it will not be reimbursed for any travel within Indian River County, both after a CONSULTANT arrives from outside of Indian River County, and where a CONSULTANT maintains an office in Indian River County.

5.1.2 The COUNTY shall make direct payment of all permit fees paid to regulatory agencies for approvals directly attributable to the Services under the Project. These permit fees do not include those permits required for any construction contractor.

5.2 The COUNTY may at any time notify the CONSULTANT of requested changes to the Services under an existing Work Order, and thereupon the COUNTY and the CONSULTANT shall execute a mutually agreeable amended Work Order or a new Work Order.

5.3 The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, any portion of the Services under any Work Order at any time and for any reason, upon written notice to the CONSULTANT

specifying the nature and extent of the reduction. In such event, the CONSULTANT shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

5.4 The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the Services under this Agreement for a period in excess of six (6) months, the compensation of CONSULTANT for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

6. ADDITIONAL WORK

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

7. OWNERSHIP AND REUSE OF DOCUMENTS

7.1 Ownership and Copyright: Ownership and copyright of all reports, tracings, plans, electronic files, specifications, field books, survey information, maps, contract documents, and other data first developed by the CONSULTANT pursuant to this Agreement, shall be vested in the COUNTY. Said materials shall be made available to the COUNTY by the CONSULTANT at any time during normal business hours upon reasonable request of the COUNTY. On or before the tenth day after all work contemplated under this Agreement or individual Work Order is complete, all of the above materials shall be delivered to the County Project Manager.

7.2 Reuse of Documents: All documents, including but not limited to reports, drawings and specifications, prepared or performed by the CONSULTANT 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 CONSULTANT liable for any misuse by others.

8. INSURANCE AND INDEMNIFICATION

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

8.2 CONSULTANT shall 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 CONSULTANT, its agents, representatives, or employees. The cost of such insurance shall be included in the CONSULTANT's fees.

8.3 Minimum Scope of Insurance

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.

D. Professional Liability Insurance providing coverage for negligent acts, errors, or omissions committed by CONSULTANT with a \$1,000,000 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.

8.4 CONSULTANT's insurance coverage shall be primary.

8.5 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.

8.6 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.

8.7 The insurance companies chosen shall provide certificates of insurance prior to signing of contracts, to the Indian River County Risk Management Department.

8.8 CONSULTANT 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 cancellation and/or nonrenewal.

8.9 The CONSULTANT shall ensure all subconsultants to maintain the insurance as detailed herein.

8.10 Any deductibles or self-insured retentions greater than \$100,000 must be approved by the Risk Manager for Indian River County, with the ultimate responsibility for same going to the CONSULTANT.

8.11 The Consultant shall 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

9. TERMINATION

9.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONSULTANT; or (b) by the CONSULTANT, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

9.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

9.3 The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

9.4 In the event that the CONSULTANT merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

9.5 In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents first prepared by the CONSULTANT for the COUNTY in connection with this Agreement.

9.6 The COUNTY may terminate this Agreement for refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the CONSULTANT in conjunction with this Agreement.

9.7 The COUNTY may terminate this Agreement in whole or in part if the CONSULTANT submits a false invoice to the COUNTY.

9.8 CONSULTANT certifies that it and those related entities of CONSULTANT 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 CONSULTANT, 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.

9.9 CONSULTANT certifies that it and those related entities of CONSULTANT 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, create pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONSULTANT 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.

10. MISCELLANEOUS PROVISIONS

10.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONSULTANT or employees or sub-consultants of the CONSULTANT are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

10.2 Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONSULTANT and the COUNTY.

10.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to 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 federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

10.7 No Pledge of Credit. The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.8 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONSULTANT shall survive the termination or expiration of this Agreement.

10.9 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.11 Public Records Compliance

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

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

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Consultant to comply with these requirements shall be a material breach of this Agreement.

11. FEDERAL CLAUSES

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT is required to verify that none of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANTS 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The CONSULTANT 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 CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to documents 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT will comply will 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, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts: The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 this Agreement as of the date first written above.

Consultant:

INDIAN RIVER COUNTY
By its Board of County Commissioners

By _____
Name _____
Title _____

By _____
TBD, Chairman

Date _____

Date Approved by BCC: _____

Witness:

Attest: Ryan L. Butler, Clerk of Court
And Comptroller

By _____
Printed Name _____

By _____
Deputy Clerk

Approved:

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

William K. DeBaal, County Attorney

Exhibit 1 –Standard Rates