

---

# Agreement

---

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

## **ARTICLE 1 - WORK**

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

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

## **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

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

## **ARTICLE 3 - CONTRACT TIMES**

### **3.01 *Time of the Essence***

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

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

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

**ARTICLE 4 - CONTRACT PRICE**

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

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

Numerical Amount: \$60,448.00

Written Amount: Sixty-thousand, four hundred forty-eight dollars and zero cents.

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 Progress Payments.

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

5.02 Pay Requests.

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines. 5.01

**ARTICLE 6 - INDEMNIFICATION**

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

**ARTICLE 7 - SUPPLIER'S REPRESENTATIONS**

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

- A. SUPPLIER has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal documents.
- B. SUPPLIER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. SUPPLIER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. SUPPLIER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by SUPPLIER, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by SUPPLIER, and safety precautions and programs incident thereto.
- E. SUPPLIER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. SUPPLIER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. SUPPLIER has correlated the information known to SUPPLIER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. SUPPLIER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLIER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. SUPPLIER is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. SUPPLIER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

### **8.01 *Contents***

- A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Certificate(s) of Liability Insurance;
- (4) Request for Proposals 2022014;
- (5) Addendum No. 1.;
- (6) SUPPLIER'S submitted proposal;
- (7) Firm Information Form;
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (11) Certification Regarding Lobbying;
- (12) Certificate of Debarment;
- (13) Supplier's Executed Indian River County Non-Disclosure Agreement, attached hereto as Exhibit 2;
- (14) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments;
  - b) Work Change Directives;
  - c) Change Order(s).

**ARTICLE 9 - MISCELLANEOUS**

9.01 *Terms*

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

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

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

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and SUPPLIER, who agree that the Contract Documents shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

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

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUPPLIER does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the SUPPLIER or keep and maintain public records required by the County to perform the service. If the SUPPLIER transfers all public records to the County upon completion of the contract, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the contract, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

## Vero Beach, FL 32960

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

### **Article 11: TERMINATION OF CONTRACT**

- A. The occurrence of any of the following shall constitute a default by SUPPLIER and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion SUPPLIER is improperly performing work or violating any provision(s) of the Contract Documents;
  - (2) if SUPPLIER neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
  - (3) if in the OWNER's opinion SUPPLIER's work is being unnecessarily delayed and will not be finished within the prescribed time;
  - (4) if SUPPLIER assigns this Contract or any money accruing thereon or approved thereon; or
  - (5) if SUPPLIER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for SUPPLIER or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify SUPPLIER in writing of the grounds for termination and provide SUPPLIER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the SUPPLIER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying SUPPLIER in writing. Upon receiving such notification, SUPPLIER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize SUPPLIER to restore any work sites.
- D. The SUPPLIER shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate SUPPLIER's services and work for OWNER's convenience. Upon receipt of notice of such termination SUPPLIER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination SUPPLIER shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(2) such other costs actually incurred by SUPPLIER as are permitted by the prime contract and approved by the OWNER.

SUPPLIER shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if SUPPLIER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if SUPPLIER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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

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

**OWNER:**

**SUPPLIER:**

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

\_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

By: \_\_\_\_\_  
Graymatter Systems, LLC

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Designated Representative:

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Attest: \_\_\_\_\_

Deputy Clerk

(SEAL)

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

Designated Representative:

Name: Dan Russell

Title: Director, Information Technology

Address: 1801 27<sup>th</sup> Street, Vero Beach, FL 32960

Phone: 772-226-1698

Email: drussell@ircgov.com

---

**Exhibit 1 – Proposal Pricing Form**

---



## g. Cost Proposal

"g. Cost proposal, including breakout for each Phase and/or Task"

2022014 ICS Network Design

### PROPOSAL PRICING – RFP 2022014 for ICS Network Design

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

Task	Proposed Hours	Proposed Total Cost
1. Project Schedule	16	\$ 4,620
2. Document the Existing Network	32	\$ 11,164
3. Develop the Functional and Non-Functional System Requirements Document	24	\$ 6,861
4. Develop a Preliminary Network Design	40	\$ 11,341
5. Develop a Preliminary Computing Design	24	\$ 6,861
6. Develop a System Hardening Plan	32	\$ 9,101
7. Develop a Preliminary Network and System Monitoring Design	16	\$ 4,620
8. Preliminary Design Review (PDR)	12	\$ 3,500
9. Final Design Review (FDR)	8	\$ 2,380

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.

Gray Matter Systems, LLC

Name of Firm

100 Global View Drive, Suite 200,

Address

Warrendale, PA 15086-7612

City, State, Zip Code

Authorized Signature

Mandy Grey, COO

Title

(412) 741-2410

Phone

10/27/21

Date Signed

contracts@graymattersystems.com

E-mail

---

**Exhibit 2 - Indian River County Non-Disclosure Agreement**

---



Please send documents to: cspain@graymattersystems.com  
email

Phone number of contact: 804.687.2510

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

Aaron Cromer, Anand Dixit, Cindy Spain, Deston Day, Inderdeep Huja, Kemell Kassim,

James Gillespie, Jim Terrell, Lee Ann Duda-Cimperman, and Mandy Urey



Kemell Kassim

AARON CROMER