
Agreement

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

BACKGROUND RECITALS:

- A. Through the competitive Invitation to Bid (ITB) process, the COUNTY has selected CONTRACTOR to provide custodial services at various facilities as more fully set forth in Exhibit 1 (Required Duties and Frequencies) and Exhibit 2 (Contractor's Bid Form) attached to this Agreement and made a part hereof by this reference.
- B. The proposed work consists of scheduled custodial services at County-owned facilities, as described in the Invitation to Bid document (ITB 2024038, issued on February 9, 2024).
- C. The CONTRACTOR is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and
- D. The COUNTY and the CONTRACTOR wish to enter into this Agreement for the Contractor's Services for the Project.

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:

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

2. COUNTY OBLIGATIONS.

2.1 The COUNTY will provide explanation of layout of individual buildings and familiarization with any restrictions.

2.2 The COUNTY shall provide training for operation of security systems.

2.3 The COUNTY shall provide emergency call list for all facilities.

2.4 The COUNTY shall provide the following supplies for utilization for restrooms and offices:

- a. Paper towels for dispensers
- b. Toilet paper
- c. Trash can liners
- d. Hand soap for dispensers

3. RESPONSIBILITIES OF THE CONTRACTOR.

3.1 The CONTRACTOR agrees to provide the services in accordance with the scope of the ITB.

3.2 The CONTRACTOR 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 CONTRACTOR to render its Services as described in this Agreement.

3.3 A list of holidays the service will not be provided for the term of the Agreement is attached as Exhibit 3.

3.4 The CONTRACTOR shall be responsible for any and all damage to COUNTY equipment, furnishings and facilities directly attributable to his or her negligence or cleaning practices.

3.5 CONTRACTOR shall provide all necessary equipment to execute the work under this Agreement. Such equipment shall be maintained and operated in a safe manner at all times.

a. Vacuums used shall be equipped with HEPA filters. CONTRACTOR shall have available a log showing the date and responsible party for replacing the filter cartridge.

3.6 To insure the safety of the public and the employees of Indian River County as the occupants of County facilities, it shall be the policy of Indian River County that the use of any chemicals or materials used in the cleaning and maintenance of County facilities be certified green. If it is determined for sanitary reasons that a non-green product must be used, then it shall only be utilized at times when the employees and public are not within the confines of the facilities being cleaned or sanitized. CONTRACTOR shall provide a list of materials used in their daily cleaning routine and provide evidence of their certification as being a green product.

3.6 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 CONTRACTOR under this Agreement. CONTRACTOR does hereby covenant and agree that in connection with the furnishing of Services to the COUNTY, it shall not discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing the Services to the County, CONTRACTOR 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.

3.7 The CONTRACTOR will cooperate fully with the COUNTY in order that all work may be properly scheduled and coordinated.

3.8 The CONTRACTOR shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY.

3.9 Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. Contractor is also responsible for obtaining proof of E-Verify registration for all subcontractors.

4. TERM OF AGREEMENT.

4.1 This Agreement shall remain in effect for a term of one year, unless otherwise sooner terminated as provided herein. The Initial Term may be extended by mutual consent of the parties hereto for a maximum two additional one-year terms.

5. COMPENSATION.

5.1 CONTRACTOR shall bill the COUNTY monthly, after completion of work. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). No advance or prepayment will occur.

5.2 Adjustments shall be made to compensation due under any of the following circumstances:

- a. If any work which is scheduled for daily, weekly or monthly performance is omitted or unsatisfactorily performed, the CONTRACTOR will be notified in writing of the failure or omission. An adjustment or deduction may be made from any monies due or to become due the CONTRACTOR. Adjustments or deductions will be consistent with the per square foot rate for the building the deficiency occurs and for the period of time the deficiency remains uncorrected.
- b. In the instance where room cleaning has not been satisfactorily performed or portions of the work have been omitted or improperly performed a deduction will be made for the entire room.

6. INSURANCE AND INDEMNIFICATION.

6.1 The CONTRACTOR shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the COUNTY's Risk Manager.

6.2 CONTRACTOR shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage and bond coverage as set forth herein.

6.2.1 Workers' Compensation: To meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include employers' liability with a limit \$1,000,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee. Such policy shall include a waiver of subrogation as against Owner on account of injury sustained by an employee(s) of the CONTRACTOR.

6.2.2 General Liability: A per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations including X, C, U (Explosion, Collapse, Underground) Broad Form Property Damage, Broad Form Property Damage Endorsement, with a combined single limit of not less than \$1,000,000 general aggregate to include products/completed operations, personal injury/advertising liability, fire damage /legal liability, and medical payments. Limits can be layered with an Excess Liability Policy (Umbrella).

6.2.3 Business Automobile Liability: Coverage shall include Owned vehicles and Hired/Non-Owned vehicles, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection -- statutory limits; \$100,000 uninsured/underinsured motorist; \$100,000/hired/non-owned auto liability. Limits can be layered with Excess Liability Policy (Umbrella).

6.2.4. Surety Bond: Also referred to as a Fidelity Bond or Theft Bond to provide the County protection from Contractor's employee theft, fraud and other misconduct. The Bond amount will be no less than \$100,000.

6.3 Contractor's insurance and bond coverage shall be primary.

6.4 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A- VII or better.

6.5 The insurance policies procured shall be occurrence forms, not claims made policies.

6.6 A certificate of insurance and evidence of bond coverage shall be provided to the COUNTY's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

6.7 The insurance and bond companies selected shall send written verification to the COUNTY's Risk Manager that they will provide 30 days prior written notice to the COUNTY's Risk Manager of its intent to cancel or modify any required policies of insurance.

6.8 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and bonds; and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

6.10 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of or related to the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

7. TERMINATION.

7.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon sixty (60) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon sixty (60) 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.

7.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily completed work. Such payment shall be determined on the basis of the hours of work performed by the CONTRACTOR, or the percentage of work completed as estimated by the CONTRACTOR 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 CONTRACTOR, elect to employ other persons to perform the same or similar services.

7.3 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.

7.4 In the event that the CONTRACTOR 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 upon 30 days written notice.

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

7.8 TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized

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

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

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

8. MISCELLANEOUS PROVISIONS.

8.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees of the Contractor 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.

8.2 Merger; Modification. Except as set forth in Section 8.2 above, 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 CONTRACTOR and the COUNTY.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 No Pledge of Credit. The CONTRACTOR 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.

8.8 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties listed on the signature page of the agreement. Notices shall be effective when received at the address as specified. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

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

8.10 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 party 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.

8.11 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.

8.12 Sovereign Immunity. Nothing in this Agreement is intended to, or shall be interpreted to, constitute a waiver or limitation of the COUNTY's sovereign immunity.

9. CONTRACT DOCUMENTS

9.01 *Contents*

A. The following documents are a part of this Agreement and incorporated by reference as if fully set forth herein and subject to such reference:

- (1) Certificate(s) of Liability Insurance;

- (2) Invitation to Bid 2024038;
- (3) Addenda (numbers 1 to 3, inclusive);
- (4) CONTRACTOR'S Bid Form (Exhibit 2)
- (5) Qualifications Questionnaire;
- (6) Drug Free Workplace Form;
- (7) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (8) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (9) Certification Regarding Lobbying;
- (10) 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).

10. Public Records Compliance

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

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

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

(772) 226-1424

publicrecords@indianriver.gov

**Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

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

11. Federal Clauses

11.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

B. Clean Air Act:

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

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office, as appropriate.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Federal Water Pollution Control Act:

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

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office, as applicable.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

E. 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 contractor is required to verify that none of the contractor, 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 contractor 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 Indian River County. If it is later determined that the contractor 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 the State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

F. Procurement of Recycled/Recovered Materials

(1) In the performance of this contract, the Contractor 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 website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

G. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or

essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

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

(2) Unless an exception in paragraph (c) of this clause applies, the contractor 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 contractors 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 contractor 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 contractor 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 Contractor 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 contractor

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

- H. Access to Records: The following access to records requirements apply to this contract:
- (1) The contractor agrees to provide Indian River County, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Contractor 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 contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- I. DHS Seal, Logo, and Flags: The contractor shall not use Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- J. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- K. 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, contractor, or any other party pertaining to any matter resulting from the contract.
- L. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- M. Affirmative Steps: CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

This Agreement will be effective on April 1, 2024.

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
Susan Adams, Chairman

By: _____
(Contractor)

By: _____
John A. Titkanich, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

By: _____
K. Keith Jackman, Assistant County Attorney

Designated Representative:

Ryan L. Butler, Clerk of Court and Comptroller

Name: _____

Title: _____

Address: _____

Attest: _____
Deputy Clerk

Phone: _____

(SEAL)

Email: _____

Designated Representative:

Name: Chuck Belcher

Title: Facilities Manager

Address: 4305A 43rd Ave

Vero Beach, FL 32967

Phone 772-226-3491

cbelcher@indianriver.gov

Exhibit 1 – Required Duties and Frequencies

The following list represents the minimum allowable standards for duties to be covered by this service contract. Some buildings may require more frequent attention due to operating hours/days, traffic or specific use patterns. The County shall be the sole determination of acceptable standards.

Minimum Allowable Frequencies

Daily – Offices, Hallways and Common Areas

- Empty trash cans; replace liners, police building perimeter for trash
- Empty and clean ashtrays and trash receptacles at entrances (big and small)
- Clean and sanitize drinking fountains and public telephones
- Spot clean walls, doors, trim and switch plates
- Clean elevator walls, floors, doors and door tracks
- Clean entrance doors and surrounding glass (inside and out).
- Empty recycle containers and place materials in designated bins outside the building
- Empty wastebaskets and remove trash from building (replace liners)
- Vacuum all floors and corridors (both carpet and tile) throughout building

Daily – Restrooms

- Remove Trash
- Restock Paper Towels
- Restock Toilet Paper
- Refill Soap Dispensers
- Clean Mirrors
- Damp Wipe Counters and Sinks
- Sanitize Toilets
- Sanitize Urinals
- Clean Toilet Partitions
- Sweep and Damp Mop Floors
- Scrub Floors under Urinals
- Clean Stainless with Stainless Cleaner

Weekly

- Spot clean all floors, including all offices
- Dust all Flat Surfaces

Monthly

- Dust all a/c vents and wall mounted fixtures in all corridors and offices
- Clean mildew off outside metal doors
- Dust all furniture and window ledges
- Damp wipe and sanitize inside and outside of waste receptacles
- Wash and spray buff all vinyl floors in kitchen and elevators

Quarterly

- Strip and wax tile floors
- Dust light fixtures, window wills and blinds

Daytime Building Attendant: 16th St. Complex (Judicial Complex and Main Library)

For Group 1: 16th Street Complex, the awarded contractors shall provide and include their submitted monthly cost an employee (minimum of 6 hours per day) for the purpose of attending to the daytime custodial needs of specified buildings as a part of this bid. This person must be able to speak and understand English.

Attendant Duties:

The attendant position is to supplement the Contractor's work staff by attending to restrooms and other heavily used public areas while the building is open. The attendant's duties shall not impede or significantly interfere with the operation of the building. However, temporary closing of restrooms for cleanup will be allowed.

Examples of other duties:

- Check and refill soap dispensers, toilet paper and paper towel dispensers.
- Cleanup of spills and other emergency type cleaning duties.
- Keep entrance doors and windows clean.
- Empty trash and smoke receptacles at entrances.
- Dust baseboards and conference room furniture when not occupied.
- Perform duties outlined in the daily, weekly or quarterly duties that do not adversely affect the occupants, or visitors to the building.

Exhibit 2 – Pricing

Exhibit 3 – Scheduled Holidays

The following Holidays will be observed during the initial term of the agreement (April 1, 2024 through March 31, 2025)

Holiday County Observance

Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Eve	Thursday, December 24, 2024
Christmas Day	Friday, December 25, 2024
New Year's Day	Wednesday, January 1, 2025
Good Friday	Friday, April 18, 2025*
Martin Luther King Jr. Day	Monday, January 20, 2025*

*(tentative – pending CY 2025 holiday calendar approval by BCC)