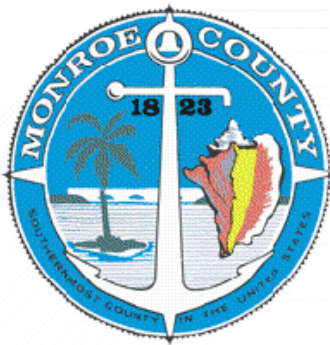


**MONROE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSALS  
FOR  
SOCIAL SERVICES TRANSPORTATION  
DISADVANTAGED PROGRAM**



**BOARD OF COUNTY COMMISSIONERS**

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**COUNTY ADMINISTRATOR**

Christine Hurley

Clerk of the Circuit Court  
Kevin Madok

Community Services Director  
Cathy Crane

June 2026

**PREPARED BY:**

Monroe County Community Services Department

## **NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS**

**NOTICE IS HEREBY GIVEN** that on **Tuesday, July 21, 2026, at 3:00 P.M.**, the Monroe County Purchasing Office will receive and open sealed responses for the following:

### **SOCIAL SERVICES TRANSPORTATION DISADVANTAGED PROGRAM MONROE COUNTY, FLORIDA**

Pursuant to F.S. § 50.0211(3)(a), all published competitive solicitation notices can be viewed at: [www.floridapublicnotices.com](http://www.floridapublicnotices.com), a searchable Statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from the County's electronic bidding platform at <https://monroecounty-fl.bonfirehub.com> OR [www.monroecounty-fl.gov/BonfireBids](http://www.monroecounty-fl.gov/BonfireBids). The Public Record is available upon request. Monroe County Purchasing Department receives proposals via the Bonfire electronic bidding platform. Please do not email, mail or attempt to deliver in person any sealed bids/proposals/responses. Emailed/mailed/physically delivered bids/proposals/responses WILL NOT be accepted.

The Monroe County Purchasing Department hereby directs that proposals be submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com>, before 3:00P.M. on **Tuesday, July 21, 2026**. There is no cost to the proposer to use the Bonfire platform and **questions should be submitted using the Bonfire platform**. Otherwise, questions regarding this RFP may be transmitted in writing to Lourdes Francis c/o Monroe County Community Services, 1100 Simonton Street, Key West, Florida 33040, or Email: [Francis-Lourdes@monroecounty-fl.gov](mailto:Francis-Lourdes@monroecounty-fl.gov).

Please do not submit your confidential financial information as part of your proposal. There are separate uploads for each set of documents, including confidential financial information. All proposals will be made public on the platform after an intended decision or 30 days from unsealing, whichever is earlier, unless the bids/proposals are rejected in accordance with F.S. § 119.071. If your proposal document includes financial information (not uploaded separately), that information will be considered public and viewable to the public in accordance with public records law. In the event of a discrepancy between the bid/proposal amount on the Proposal Form and the bid/proposal amount entered in Bonfire, the bid/proposal amount listed in the "Proposal Form" provided by Monroe County in the RFP is the amount that will be utilized by the County when considering the bid/proposal. The County reserves the right to waive any bid/proposal irregularity.

The proposal opening for this solicitation will be held virtually, via the internet, at **3:00 P.M. on Tuesday, July 21, 2026**. You may call in by phone or internet using the following:

Join Zoom Meeting  
<https://mcbocc.zoom.us/j/4509326156>  
Meeting ID: 4509326156  
One tap mobile:  
+16465189805,,4509326156# US (New York)  
+16699006833,,4509326156# US (San Jose)  
Dial by your location:  
+1 646 518 9805 US (New York)  
+1 669 900 6833 US (San Jose)

#### **Publication Dates**

Keys Citizen: Sat., 06/20/2026

Keys Weekly: Thur., 06/25/2026

News Barometer: Fri., 06/26/2026

REQUEST FOR PROPOSALS  
FOR  
SOCIAL SERVICES TRANSPORTATION DISADVANTAGED PROGRAM  
MONROE COUNTY, FLORIDA

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**Monroe County Community Services Department  
Social Services Transportation Disadvantaged Program**

**PART ONE – Scope of Services**

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**1.1. Purpose and Intent**

The purpose of this Request for Proposals (RFP) is to solicit qualified providers in order to satisfy the requirements outlined in Sections 427.02(3) & 287.057, Fla. Stats. As such, Monroe County is seeking a qualified provider to provide comprehensive paratransit and demand-response transportation services throughout Monroe County. Pursuant to Section 427.011(1), Fla. Stat., the term “Transportation disadvantaged” means those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk or at-risk as defined in Section 411.202, Fla. Stat.” The Social Services Transportation Disadvantaged Program (SSTDP) provides transportation services to support qualifying individuals and are critical to maintaining access to medical care, essential services, and community participation. The awarded provider shall provide transportation for residents of Monroe County who meet the eligibility requirements established by the County. The provider must ensure that all riders are transported in a safe, timely and efficient manner to their destinations. The provider shall provide services under the SSTDP on a shared-ride, non-emergency basis. Additionally, upon activation and County request, the awarded provider shall provide Declared State-of-Emergency Transportation Provisions for Special Needs Clients (SpNs) to ensure the coordinated and timely transport of SpNs clients, their caregiver, household pets, and service animals to designated staging areas and/or shelters, as well as returning transportation, upon request, as further described herein. Proposer must provide a fixed cost per mile (unit) for each type of service to be provided. The fixed cost fee proposal must encompass the entire scope of services requested, meaning that the pricing provided must be all inclusive. Payments will be made on a reimbursement basis. While cost is a required evaluation factor, the County intends to award to the responsible proposer whose proposal is determined to be the most advantageous to the County, considering proposer qualifications, experience, technical approach, implementation readiness, and cost. The County is not obligated to award to the lowest-priced proposer.

**1.2. Background Information**

Monroe County is a non-charter county and a political subdivision of the State of Florida. The County population is approximately 82,000. The Board of County Commissioners is the governing body and has all the powers and authorities of a political subdivision of the state. Monroe County is the southernmost county in the United States. It is comprised of the Florida Keys and a portion of the Florida Everglades. The Florida Keys are an archipelago of islands stretching from Key West up to the mainland. In addition to the unincorporated county, there are five (5) municipalities in the Florida Keys: Key West, Marathon, Key Colony Beach, Layton, and Islamorada. Further information about the demographics of the County can be found here: <http://www.monroecounty-fl.gov/index.aspx?NID=27>. Approximately one-third (1/3) of the population is situated in the City of Key West, which is the county seat; however, the County offers services throughout the Keys. The Monroe County Community Services Department administers and oversees transportation disadvantaged and paratransit services intended to support mobility and access to essential services for eligible residents throughout Monroe County. Transportation services are coordinated to assist elderly individuals, persons with disabilities, and other transportation disadvantaged residents with access to medical appointments, pharmacies, nutrition programs, employment, education, grocery shopping, public assistance appointments, and

other County-approved essential services or activities. Due to the geographic nature of Monroe County and the extended travel distances between islands and service areas, transportation operations require significant coordination, scheduling efficiency, operational flexibility, and compliance with applicable federal, state, and local transportation requirements. The County's Social Services Transportation Disadvantaged Program (SSTDP) is administered in coordination with applicable federal and state transportation requirements, including Chapter 427, Florida Statutes, Rule Chapter 41-2, Florida Administrative Code, and applicable Transportation Disadvantaged Service Plan requirements. The applicable Transportation Disadvantaged Service Plan can be reviewed at this link: [https://91a3c7ed-0c84-4260-ac5f-2061ce55b249.filesusr.com/ugd/5ab63d\\_6278087173014e30813a3c1eb62302b4.pdf](https://91a3c7ed-0c84-4260-ac5f-2061ce55b249.filesusr.com/ugd/5ab63d_6278087173014e30813a3c1eb62302b4.pdf). Services are provided throughout the Lower, Middle, and Upper Keys and require coordination of scheduling, dispatch, customer service, ADA accessibility, reporting, safety compliance, and declared state-of-emergency evacuation transportation support operations to ensure continuity of transportation services for eligible Monroe County residents.

### **1.3. Overview of General Requirements**

Proposers, Providers, or Contractors (hereinafter referred to interchangeably) who are interested in performing the services described herein must meet all minimum qualifications and requirements established by the County and the State of Florida. The Contractor shall maintain all licenses, permits, certifications, registrations, and operating authority required to legally provide passenger transportation services within the State of Florida throughout the term of an ensuing Agreement. The Contractor shall also maintain compliance with all applicable federal, state, and local laws, regulations, rules, and ordinances governing the provision of transportation services. The initial contract period will be for one (1) year. The County reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension. Any contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the County. Should a Contract be extended, the amount or fee per unit agreed to therein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U), for the year ending December 31 of the previous year.

- 1.3.1. The Contractor must demonstrate a minimum of fifteen (15) years of experience providing paratransit, Americans with Disabilities Act (ADA) complementary paratransit, or demand-response transportation services.
- 1.3.2. The Contractor shall demonstrate the immediate operational ability to commence services effective October 1, 2026, including submission of a project approach, staffing plan, dispatch and scheduling capabilities, customer service operations, and sufficient operational resources to ensure continuity of existing services (i.e. roughly 400 trips (one-way) per month). The Contractor shall maintain an adequate fleet inventory and operational capacity, including both ADA-accessible and non-ADA-accessible vehicles, sufficient to meet anticipated passenger demand and service requirements. At all times during the term of an ensuing Agreement, the Contractor shall maintain no fewer than three (3) ADA-accessible vehicles in active operational service capacity at all times.
- 1.3.3. The Contractor shall provide adequate client support services for the scheduling and booking of transportation requests, including the ability for passengers to request, schedule, confirm, or cancel transportation services via telephone, email, digital scheduling software, mobile applications, client portals, or other technology-based customer service platforms utilized by the Contractor.
- 1.3.4. The Contractor shall possess the demonstrated financial, operational, managerial, and technical capacity necessary to perform the services contemplated herein and shall maintain a satisfactory safety and compliance record. The Contractor shall further demonstrate the

ability to satisfy all County insurance requirements and maintain all required insurance coverage throughout the term of an ensuing Agreement.

- 1.3.5. The Contractor shall comply with all applicable reporting, operational, maintenance, safety, and service requirements applicable to the designated Monroe County Community Transportation Coordinator (CTC), including, but not limited to, the requirements set forth under Chapter 427, Florida Statutes, Rule Chapter 41-2, Florida Administrative Code, and all applicable directives, standards, policies, and reporting requirements established by the Florida Commission for the Transportation Disadvantaged, the State of Florida, and the County, as well as federal agency partners, as may be applicable.
- 1.3.6. The Contractor shall comply with all reporting requirements identified within the Scope of Services, including the submission of monthly operational, performance, financial, and service delivery reports in the form, frequency, and manner prescribed by the County and applicable state regulatory agencies.

## **1.4. Scope of Services**

### **1.4.1. Qualifications**

Providers interested in performing this service must meet all minimum qualifications. Providers must retain proper licensure and authority to operate passenger transportation services in Florida. Provider must have a minimum of fifteen (15) years of continuous experience providing paratransit, ADA complementary paratransit, or demand-response transportation services. Provider must possess the ability to meet County's insurance requirements and demonstrate a satisfactory safety record as well as demonstrated operational capacity to meet the County's needs. The County places a strong preference on proposers with demonstrated experience within Florida's Transportation Disadvantaged (TD) system, including service as a Community Transportation Coordinator (CTC) and/or as a subcontractor or lead operator under a CTC contract. Proposers shall describe their familiarity with FDOT Commission for the Transportation Disadvantaged (CTD) requirements, reporting, audits, and coordination with Local Coordinating Boards (LCBs). The provider shall ensure that all drivers and related personnel receive training that complies with Florida law and applicable administrative rules governing paratransit transportation. Training shall include defensive driving, securement and handling of mobility devices, passenger assistance techniques, and ADA compliance. The Contractor shall also comply with Rule Chapter 14-90, Florida Administrative Code, regarding operator hours of service, duty limitations, and fatigue management.

### **1.4.2. Itemized Scope of Services**

Monroe County is seeking a qualified provider to provide comprehensive paratransit services throughout Monroe County including, but not limited to:

- 1.4.2.1. Door-to-door or curb-to-curb transportation services;
- 1.4.2.2. ADA-compliant accessible vehicle service;
- 1.4.2.3. ADA complementary paratransit and Transportation Disadvantaged (TD/SSTDP) services;
- 1.4.2.4. Driver assistance rendered to passengers and passenger support for elderly, disabled, and special needs passengers;
- 1.4.2.5. Scheduling, dispatch, routing, and real-time trip management;
- 1.4.2.6. Technology-based scheduling, dispatch, rider/client communications, and customer service platforms;
- 1.4.2.7. Client registration, eligibility verification, and rider records management (including requested rides, provided rides, and declined rides, etc.);

- 1.4.2.8. Customer service, rider support, and operational reporting;
- 1.4.2.9. County monthly operational, performance, and ridership reporting;
- 1.4.2.10. Vehicle maintenance, preventive maintenance, and safety inspections;
- 1.4.2.11. Compliance with the CTC's System Safety Program Plan (SSPP) requirements and applicable drug and alcohol testing requirements;
- 1.4.2.12. Declared State-of-Emergency evacuation transportation and Special Needs Shelter (SpNS) transportation and support services;
- 1.4.2.13. Compliance with ADA, FDOT, FTA (if applicable), Title VI, and state/local requirements; and
- 1.4.2.14. Compliance with Chapter 427, Florida Statutes, Rule Chapter 41-2, Florida Administrative Code, Transportation Disadvantaged Service Plan requirements, and all applicable federal, state, and local laws, regulations, and requirements.

#### 1.4.3. Minimum Service Delivery Requirements

- 1.4.3.1. The Contractor must provide SSTDP transportation services on a shared-ride, non-emergency basis. Pick-up windows, routing, and trip scheduling shall be established at the discretion of the Contractor, subject to operational requirements, service efficiency standards, passenger demand, and all applicable requirements, policies, and performance standards established by the County within its Social Services Transportation Operating Procedures, or as otherwise updated or directed. Services shall be provided Monday through Friday during the County's normal business hours of 8:00 a.m. through 5:00 p.m. Any provision of services outside of these hours, including weekends, County holidays, or special events, shall require the prior written approval of the Director of Community Services or their designee.
- 1.4.3.2. Transportation service requests must be accepted and scheduled in real time at the time of request via telephone, email, or approved digital platform software. The Contractor shall advise the requesting passenger of service availability at the time the request is made, subject to operational capacity, routing efficiency, and scheduling constraints. The Contractor must provide confirmation of scheduled pick-up times no later than the business day preceding the requested transportation service date. The Contractor shall provide notice of any transportation service cancellation no less than twenty-four (24) hours prior to the scheduled appointment or pick-up time, whichever yields the earliest notice to the client. The twenty-four (24) hour cancellation notification requirement may be waived in the event of a vehicle breakdown, emergency, force majeure event, or other exigent circumstance beyond the reasonable control of the Contractor that materially impacts the Contractor's ability to provide the scheduled transportation service, and leaves no reasonable alternatives.
- 1.4.3.3. All services performed under an ensuing Agreement shall be limited to locations within the geographic boundaries of Monroe County unless State-of-Emergency Evacuation Transportation Provisions, as described herein, have been activated in writing by the County. Upon such activation, the Contractor shall provide any approved emergency or out-of-county transportation services strictly in accordance with the applicable terms, conditions, limitations, and operational requirements set forth herein.
- 1.4.3.4. Contractor must comply with all Safety Requirements imposed by the County and applicable laws and regulations. Contract must comply with Section 341.061, Fla. Stat., and Rule 14-90, F.A.C., concerning System Safety, as each of the aforementioned by be amended or updated from time to time. Contractor must assure compliance with local, state, and federal laws, and CTD latest policies relating to drug testing, and

comply with CTC's System Safety Program Plan (SSPP) for designated service area (Monroe County, Florida).

- 1.4.3.5. Contractor must comply with all standards and performance requirements established by the: 1) The Commission for the Transportation Disadvantaged; and 2) The local Coordinating Board approved Transportation Disadvantaged Service Plan.

1.4.4. Minimum Eligibility Requirements and Registration Services

- 1.4.4.1. The Contractor must ensure that all passengers utilizing SSTDP services are Monroe County residents who meet County-established eligibility criteria, to wit: eligible riders shall include: 1) seniors aged sixty (60) and older; 2) persons with disabilities who are unable to drive themselves as verified by a qualified medical professional and has no other means of transportation; and 3) Any person whose income is less than one and half (1/2) times the Federal Poverty Level. Eligible passengers requiring transportation are eligible to receive transportation to essential destinations in the following County-designated priority order:

Priority 1: Medical and health-related appointments, including but not limited to Department of Health services and pharmacy.

Priority 2: County-designated Social Service Department meal sites.

Priority 3: Welfare or public assistance appointments and grocery shopping.

Priority 4: Place of employment.

Priority 5: Other community service programs and/or those enumerated activities within the definition of "Transportation Disadvantaged" pursuant to Section 427.011(1), Fla. Stat., as may be amended from time to time.

Priority 1 riders shall be given precedence over all other categories in the event of scheduling conflicts or capacity limitations. The Contractor shall collect and maintain registration records, including name, address, phone number, date of birth, Social Security number, and information on special assistance or mobility needs. Records shall be maintained in compliance with applicable confidentiality laws requirements. The County reserves the right to suspend, modify, or reprioritize transportation categories at its sole discretion, including during declared states-of-emergency, funding changes, or as otherwise necessary to meet SSTDP and community needs.

1.4.5. Minimum Monthly Service Delivery Reporting Requirements

The Contractor shall provide monthly operational reports to Monroe County, where applicable within the Scope of Services, including accounting and reporting of requested rides, provided rides, and turned away rides, and any other operational data as required by the County.

1.4.6. Minimum Reporting, Audit, and Compliance Requirements

- 1.4.6.1. The Contractor must comply with all applicable reporting, audit, record retention, safety, operational, and performance requirements established under Chapter 427, Florida Statutes, Rule Chapter 41-2, Florida Administrative Code, the Florida Commission for the Transportation Disadvantaged, and the applicable Transportation Disadvantaged Service Plan. This includes the Contractor entering into a contract with the CTC to administer services in Monroe County.

- 1.4.6.2. Every three (3) months, submit to the County and CTC a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic,



operational and financial data regarding coordination activities in Monroe County. Additionally, the reported data will include information regarding all transportation provided by the Contractor and transmitted to CTC. The reports shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter CTD, and according to the instructions for the forms.

1.4.6.3. Contractor must comply with audit and record keeping requirements by utilizing the CTD recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Contractor with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

1.4.6.4. Contractor must maintain and file with the CTC all such progress, fiscal, inventory, and other reports as the CTC may require during the period of an ensuing contract. The County reserves all rights to conduct financial and compliance audits at any time upon reasonable notice.

1.4.6.5. Contractor must retain all financial records, supporting documents, statistical records, and any other documents pertinent to an ensuing Agreement for a period of five (5) years after termination of an ensuing Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the CTC or CTD or an ensuing Agreement. The CTD and the CTC shall have full access to and the right to examine any of the records and documents during the retention period.

#### 1.4.7. Minimum Declared State-of-Emergency Transportation Service Delivery Requirements

1.4.7.1. Upon activation as described herein, Contractor must provide evacuation transportation services for special needs clients who are registered pursuant to Section 252.355, Fla. Stat., as same may be amended from time to time. General information regarding the registry may be found at this link: <https://www.monroecounty-fl.gov/148/Special-Needs-Registry>. Upon a Declaration of Local State of Emergency, issued in a manner consistent with the Monroe County Code of Ordinances, and upon activation and request by the County, the Contractor shall ensure the coordinated and timely transport of eligible SpNS Clients, their caregiver, household pets, and service animals to designated staging locations and/or in-county or out-of-county shelters, as further described herein.

1.4.7.2. Pursuant to the Americans with Disabilities Act of 1990, as amended (ADA), the Pets Evacuation and Transportation Standards Act of 2006 (PETS Act), and the most recent version of Florida Department of Emergency Management (FDEM) Statewide Emergency Shelter Plan, this provision governs the transportation of eligible Special Needs Clients (SpNS), their caregiver, household pets, and service animals during a declared state-of-emergency. The PETS Act requires state and local emergency plans to account for household pets and service animals before, during, and after a disaster. Specifically, Section 252.356(3) & (5), Fla. Stat., states that in accordance with proper disaster preparedness planning, the County, as an entity under contract with the state to

provide care of persons with disabilities or limitations, shall establish “[a] procedure to help persons who would need assistance and sheltering during evacuations because of physical, mental, or sensory disabilities register with the local emergency management agency as provided in Section 252.355, Fla. Stat.,” and “[a] procedure for providing the essential services the organization currently provides to special needs clients in preparation for, during, and following a disaster, including, but not limited to, a public health emergency.” As such, this provision establishes the minimum requirements for providing transportation services to eligible SpNS clients during and immediately after a declared state-of-emergency. These services may only be activated upon a Declaration of Local State of Emergency in Monroe County, Florida issued in a manner consistent with the Monroe County Code of Ordinances, and the specific services of the Contractor are requested by Monroe County Emergency Management (MCEM) in accordance with the following procedure.

1.4.7.3. General Timeline

- 1.4.7.3.1. Out-of-county evacuations may be initiated ninety-six (96) hours prior to the onset of sustained tropical storm force winds; however, due to the unpredictability of storm development, this timeline may be adjusted as circumstances require.
- 1.4.7.3.2. In-county evacuations must be completed within twenty-four and a half (24 1/2) hours of sustained tropical storm force winds.
- 1.4.7.3.3. Accordingly, this provision may be activated at any time between ninety-six (96) hours prior to the anticipated onset of tropical storm force winds and thirty-six (36) hours before such winds are expected.

1.4.8. In-County Shelters: Declared State-of-Emergency Transportation

- 1.4.8.1. Upon activation and request, the Contractor shall ensure the coordinated and timely transport of SpNS Clients, their caregiver, household pets, and service animals from their point of origin (i.e. Monroe County residence) to local staging area(s) and/or to the designated in-county shelters upon request by MCEM as further described herein.
- 1.4.8.2. The activation of Contractor services for In-County Shelter Transport shall include:
  - 1.4.8.2.1. In the event of In-County sheltering, MCEM shall coordinate with the Contractor to transport eligible SpNS Clients, their caregiver, and service animals from point of origin to local staging area(s) and/or to the designated In-County Special Needs Shelter. Household pets shall be transported to the in-county general population shelter designated pet area, if needed/requested by MCEM.
  - 1.4.8.2.2. Upon demobilization of the shelter, MCEM will request return transport services for eligible SpNS Clients, their caregiver, service animals, and household pets from the In-County shelter(s) or staging area(s) to their point of origin (i.e. residence) in Monroe County.

1.4.9. Out-of-County Shelters: Declared State-of-Emergency Transportation

- 1.4.9.1. The activation of Contractor services for Outside-County Shelter Transport shall include:
  - 1.4.9.1.1. In the event of Outside-County sheltering, MCEM shall coordinate with the Contractor to transport eligible SpNS Clients, caregiver, and service animals from their points of origin to local staging area(s) to the designated Outside-County Special Needs Shelter. Household pets shall be transported to the designated staging area(s) or the Outside-County general population shelter designated pet

area, as needed and requested by MCEM.

1.4.9.1.2. In the event of out-of-county sheltering, MCEM shall coordinate with the County's contracted commercial bus service to transport SpNS Clients, their caregiver, and service animals from local staging area(s) to the designated Special Needs Shelter. In the event that the contracted commercial bus service is unavailable, MCEM shall issue a Resource Request to FDEM for SpNS transportation needs. If circumstances deem necessary, MCEM may activate this provision and place the Contractor on standby no earlier than ninety-six (96) hours and no later than twenty-four and a half (24 1/2) hours prior to transportation.

1.4.9.1.3. Upon demobilization of the shelter or upon Monroe County deeming it safe for the public to return to the County after impact from the disaster, MCEM will notify the Contractor if its services are needed.

1.4.9.1.4. If both the contracted commercial bus services are unavailable and a Resource Request to FDEM cannot be fulfilled, MCEM will request the Contractor provide return transportation for SpNS Clients, their caregiver, service animals, and household pets from the out-of-county shelter location, and to the designated in-county staging area and/or to the individuals' point of origin in Monroe County.

#### 1.4.10. Locations: Declared State-of-Emergency Transportation Staging Areas

Sheltering and staging area(s) are subject to modification based on current operations, with alternative locations determined by MCEM, as necessary. The current triage/staging area(s) tentatively include: 1) For the Lower Keys: The Gato Building located at 1100 Simonton St, Key West, FL 33040; and 2) For the Upper Keys: The Murray Nelson Government Center located at 102050 Overseas Hwy, Key Largo, FL 33037.

## **PART TWO – General Terms and Conditions**

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THESE INSTRUCTIONS ARE STANDARD. MONROE COUNTY RESERVES THE RIGHT TO DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER/PROPOSER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS/REQUEST FOR PROPOSALS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER/PROPOSER REGARDLESS OF ANY LANGUAGE IN BIDDER'S/PROPOSER'S CONTRACT TO THE CONTRARY.

### **2.1. Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The County will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to respondents, addenda, and any other documents used in the solicitation process. The terms may be used interchangeably by the County: IFB , RFP or RFQ, Bid or Proposal. The terms may be used interchangeably by the County: Bidder, Proposer, Vendor, Seller, Consultant, or Respondent. The terms may be used interchangeably by the County: Contract, Award, Agreement, or Purchase Order, unless the context dictates otherwise.

**Bid:** A price and terms proposal/quote received in response to an IFB or RFP or RFQ; this will be treated as an offer to enter into a contract.

**Bidder:** Person or firm submitting a bid directly to the County as distinct from a sub-contractor, who submits a bid to the Bidder. This term may be used interchangeably with Provider, Proposer, or Respondent unless the context dictates otherwise.

**Contractor:** Any person or firm having a contract with the county.

**County:** Refers to Monroe County, Florida, a political subdivision of the State of Florida, or any of its authorized representatives pursuant to ordinance, resolution, or administrative code.

**Change Order:** A written signed and approved document by the Board of County Commissioner, County Administrator, or other designee ordering a change in the contract price or contract time or a material change in work.

**Contract:** A written agreement between two or more competent parties to perform or not perform a specific act or acts. Any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.

**Contract Manager:** The County will designate a Contract Manager whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Highest Ranked Proposer:** That Proposer, responding to a County RFP or RFQ, whose proposal is deemed by the County, the most advantageous to the County after applying the evaluation criteria contained in the RFP or RFQ. Interchangeable with Successful Bidder.

**Proposer:** Person or firm submitting a proposal. This term may be used interchangeably with Provider,

Respondent, or Bidder, unless the context dictates otherwise.

**Proposal:** An executed formal document submitted to the county stating the goods and/or services offered to satisfy the need as requested in the request for proposal.

**Request for Proposals (RFP):** A solicitation of the responses for prices and terms for procurement of goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined by the County. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.

**Responsible bidder:** An individual or business which has submitted a bid, offer, proposal, quotation, or response which, as determined by the County, has the capability in all respects to perform fully the contract requirements and the experience, integrity, reliability and capacity, facilities, equipment and credit which give reasonable assurance of good faith and performance. The County may also consider and give weight to the bidder's previous conduct and performance under previous contracts with the County and other agencies (including but not limited to delinquency), and determine the quality of the bidder's previous work.

**Responsive bidder:** An individual or business which had submitted a bid, offer, proposal, quotation or response which, as determined by the County, conforms in all material respects to the solicitation which may include but is not limited to pricing, surety, insurance, specifications of the goods or services requested or any other matter unequivocally stated in the invitation for bids as a determinant of responsiveness. A lack of conformity in these matters which is nonsubstantive in nature may be considered a technicality or irregularity which may be waived by the County Commission.

**Successful Bidder:** means the best, qualified, responsible and responsive Bidder to whom the County (on the basis of County's evaluation as hereinafter provided) makes an award. Interchangeable with Highest Ranked Proposer.

## **2.2. Bid/Proposal Forms**

- 2.2.1. Solicitations downloaded from Bonfire, the County's electronic bidding system, shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 2.2.2. To the extent the Bidder has provided any variance or exceptions, the Bidder must indicate any variance or exceptions to the bid documents no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 2.2.3. The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed, as applicable.
- 2.2.4. The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 2.2.5. Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 2.2.6. Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

## **2.3. Sub-Contractors**

### **2.3.1. Sub-Contractors Terms**

The Respondent agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the County.

#### 2.3.2. Sub-Contractors Agreement

All work performed for the Respondent by a sub-contractor shall be pursuant to an appropriate agreement between the Respondent and the sub-contractor.

### 2.4. Qualifications of Bidders/Respondents

- 2.4.1. Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 2.4.2. No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the County, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to County, or who is deemed irresponsible or unreliable by the County.
- 2.4.3. As part of the bid evaluation process, County may conduct a background investigation including a record check by the County. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. County shall be the sole judge in determining Bidder's qualifications and eligibility to bid.
- 2.4.4. As part of the bid evaluation process, the County may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The County is the sole judge in determining Bidders qualifications and eligibility to bid.

### 2.5. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the County, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the County.

### 2.6. Permits, Fees, Certificates, and Notices (If Applicable)

- 2.6.1. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide County with copy(s) of valid licensing by County or other governmental agency for this type of work.
- 2.6.2. It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

### 2.7. Penalties for Misrepresentation

Any material misrepresentation in the Respondent's response could result in rejection of Bid, termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions. Mandatory disclosure pursuant to Section 2-347(h), Monroe County Code of Ordinances: If any information furnished by a bidder/proposer is false, misleading or omits relevant facts, and same is discovered after the contract is awarded, the Board of County Commissioners may, in its discretion, terminate the contract with no liability to the County other than to pay the contract price or unit price for work that is satisfactorily completed and useful to the County up to the date of the meeting of the Board of County Commissioners terminating the contract. Additionally, Bidder agrees that if a contract is awarded in violation of Section 2-347 of the Monroe County Code, as determined by a court of competent jurisdiction, the Contractor is not entitled to, and may not receive, any payment whether based on the contract price or based on quantum merit for work performed as set forth in Section 2-347(c), Monroe County Code of Ordinances.

### 2.8. Restriction on Disclosure and Use of Data

All proposals received by the County will become the sole property of the County. Confidential financial

information obtained by the County from a Bidder is exempt from public disclosure to the extent allowed by law.

## **2.9. Exceptions to the Bid**

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The County, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the County may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the County requirements.

## **2.10. Specifications**

- 2.10.1. The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 2.10.2. For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 2.10.3. Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the County. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.
- 2.10.4. If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the County to determine if the model provided meets the County's requirements.

## **2.11. Addendum**

- 2.11.1. If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans, scope of work, and/or specifications herein contain errors, contradictions or reflect omissions, Bidder shall submit a written request submitted via Bonfire, or directed to the County's designated Contact Person(s) designed herein, to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary in response to such questions will be issued on official addendum posted via Bonfire.
- 2.11.2. The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given in relation to the Solicitation. If any addendum is issued, the County will attempt to notify all known prospective Bidders via posting such addendum on Bonfire. It is the Bidder's responsibility to check Bonfire, the County's electronic bidding system, prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package, including all addenda.
- 2.11.3. No oral interpretations will be made to any Bidder as to the meaning of these documents or contract documents. Any inquiry or request for interpretation received in writing ten (10) or more business days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on Bonfire no later than five (5) business days prior to the established Response opening date.

## **2.12. Prices Bid**

- 2.12.1. Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 2.12.2. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 2.12.3. All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to County shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 2.12.4. Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 2.12.5. Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the County.
- 2.12.6. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

## **2.13. Examination of Bid Documents**

- 2.13.1. Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the County via Bonfire, or the County's designated Contact Person(s), of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws or obligations required hereunder will in no way relieve him/her from responsibility.
- 2.13.2. The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## **2.14. Modification and Withdrawal of Bids**

Prior to the due date, proposals may be retracted from Bonfire, the County's electronic bidding system. Retracting a response allows the Proposer to change all or part of the response that was previously submitted. Withdrawal of a proposal will not prejudice the rights of a Proposer to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the submission deadline has passed, except as authorized under specific circumstances (i.e. filing of a supplement to cure a slight or immaterial deviation as determined by the County Commission in its sole discretion, etc.). A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the County's designated Contact Person(s) prior to award of contract by the Monroe County Board of County Commissioners. If within twenty-four (24) hours after proposals are opened, and Proposer files a written notice with the County's designated Contact Person(s), stating sufficient grounds to withdraw its proposal, the County OMB Director, may allow withdrawal of proposal based on the following equitable factors: 1) the bidder acted in good faith in submitting the bid; 2) in preparing the bid there was an error of such magnitude that enforcement of the bid would cause a severe hardship upon the bidder; and 3) the error was not a result of gross negligence or willful inattention.



### **2.15. Submission and Receipt of Bids**

To receive consideration, bids must be uploaded as of the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with legible pen and ink before electronic submission. Bids will be opened at a duly noticed public hearing. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the Electronic Bidding System for review by Bidders and the public in accordance with applicable regulations.

### **2.16. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which conforms in all material respects to the request to bid or request for proposals. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

### **2.17. Selection Process**

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The highest ranked Proposer resulting from this process will be recommended to the County Commission for award. The recommended Proposer may be required to appear before the County Commission to answer questions for contract award. In certain cases, as specifically outlined in the solicitation, the County, in its sole discretion, may award two (2) contracts with the primary contract being awarded to the highest ranked responsive/responsible respondent and a back-up contract being awarded to the second highest ranked responsive/responsible respondent. At the county's sole discretion, the County may also choose to award just one (1) contract to the highest ranked responsive/responsible respondent without the need for a back-up contract.

### **2.18. Award of Contract**

- 2.18.1. If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the bid whose evaluation by County indicates to County that the award will be in the best interest of the County and not necessarily to the lowest Bidder (unless the solicitation is an Invitation For Bid (IFB or ITB)).
- 2.18.2. Criteria utilized by County for determining the most responsive Bidder includes, but is not limited to, the following:
  - (a) Ability of Bidder to meet published specifications.
  - (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
  - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
  - (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
  - (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
  - (f) And all other provisions outlining proposal metrics contained herein.

### **2.19. Entering into a Contract.**

If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the County Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the

contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the County.

**2.20. Contractual Agreement**

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be contract, bid document and response, and general industry standards. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

**2.21. Acceptance or Rejection of Bids**

2.21.1. The County reserves the right to reject the bid of any Bidder if the County believes that it would not be in the best interest of the County to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the County.

2.21.2. The Monroe County Board of County Commissioners reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the County. The County further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves Monroe County, Florida.

**2.22. Protest Process**

Any Bidder/Respondent/Proposer who claims to be adversely affected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County Attorney's Office within seventy-two (72) hours or three (3) business days, whichever is greater, after the posting of the notice of decision or intended decision on the electronic bidding platform or posting of the Notice of Award or Intended Decision on the Monroe County Board of County Commissioners' ("BOCC") agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the County Attorney's Office seventy-two (72) hours or three (3) business days prior to the BOCC's meeting date in which the award of contract by the BOCC will be heard. The only opportunity to address protest claims is before the BOCC at the designated public meeting in which the agenda item awarding the contract is heard. The BOCC is sitting in its executive capacity reviewing any matter related to the contract award and bid protest. No quasi-judicial hearing will be held. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The BOCC decision to award the contract is final and at their sole discretion. Failure to timely protest within the times and in the manner prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless the BOCC determines that it is in the best interest of the County to do so. The filing of a protest shall not stop the solicitation, negotiations, or contract award process, unless it is determined that it is in the best interest of the County to do so.

**2.23. Taxes**

The Monroe County is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Respondents doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall a Respondent be authorized to use the County's Tax Exemption Number in securing such materials.

**2.24. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the County as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced

requirements of the County.

**2.25. Samples, Inspection, and Demonstrations**

Samples or inspection of products, vehicles, or equipment may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples/inspection may be requested after the date of bid opening, and if requested must be coordinated through the County's designated Contact Person within seven (7) working days of request. Samples/Inspections, when requested, must be furnished free of expense to the County and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense, if applicable. When required, the County may request full demonstrations of product, vehicles, or equipment (units) prior to award. When such demonstrations are requested, the Bidder shall respond promptly and must coordinate a convenient location for such demonstration through the County's designated Contact Person within seven (7) working days of request. Failure to provide samples, inspections, or demonstrations as specified by the County may result in rejection of a bid.

**2.26. Service Delivery**

Time is of the essence for any services, orders placed, or deliverable required by the County as a result of this bid document, and any ensuing contract. The County reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County.

**2.27. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any member of the County Commission or its Staff, all other County employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those written communications which are assigned by a person designated as authorized to bind the Respondent, will be recognized by the County as duly authorized expressions on behalf of Respondent.

**2.28. Cancellation for Unappropriated Funds**

The obligation of the County for payment to a Respondent is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**2.29. Independent Contractor**

The Respondent is an independent contractor under any future agreement borne of this solicitation. Services provided by the Bidder shall be by employees of the Respondent and subject to supervision by the Respondent, and not as officers, employees, or agents of the County. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Respondent.

**2.30. Job Site Safety**

- 2.30.1. The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including its own employees and County employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposers failure to thoroughly familiarize himself/herself with the aforementioned safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.
- 2.30.2. The County reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on County property and to ensure safety rules are not being violated.

## **2.31. Indemnity/Hold Harmless**

- 2.31.1. By submitting its Proposal, Respondent agrees that one percent (1%) of the total compensation paid to Respondent for the work or services solicited hereunder constitutes specific consideration to Respondent for the indemnification to be provided hereunder. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Solicitation, the Respondent shall defend, indemnify, and hold the County, and the County's elected and appointed officers and employees, harmless from and against any claims, actions or causes of action, any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with: (A) any activity of the Respondent or any of its employees, agents, sub-contractors, or other invitees during the term of the awarded contract wherein the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of the Respondent or any of its employees, agents, sub-contractors or other invitees is at issue; or (B) the Respondent's default in respect of any of the obligations that it undertakes under the terms of the award, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses solely arising from the intentional or gross negligence of the County or any of its employees, agents, contractors or invitees (other than the Respondent).
- 2.31.2. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the specifications provided by the Respondent, the Respondent agrees and warrants that it shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.
- 2.31.3. The Respondent, without exception, shall indemnify and save harmless the County, and its elected officials and employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 2.31.4. Nothing contained herein is intended, nor may it be construed, to waive County's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this solicitation. To the extent considered necessary by the County, any sums due Respondent under an agreement created hereunder may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the County. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of an awarded contract, this section will survive the expiration of the term of the awarded contract or any earlier termination.

## **2.32. Insurance**

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the County. Note: A copy of any current Certificate of Insurance may be included with your proposal. The Respondent will be responsible for obtaining and maintaining all necessary insurance coverages listed in this RFP and within the Sample Agreement prior to commencing operation. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after notice of intended award of contract, with Monroe County BOCC listed as an additional insured on all policies, except Workers Compensation. If the proper insurance forms are not received within the fifteen (15) days, the contract may be awarded to the next

selected respondent. All forms of insurance required above shall be from insurers acceptable to the County. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of A:VII or better. The required insurance shall be maintained at all times while Respondent is providing service to the County. Respondent shall provide County with updated Certificates of Insurance annually on the renewal date of each policy. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days' prior notification is given to the County by the insurer.

**2.33. Preference for Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**2.34. Purchase by Other Governmental Agencies**

If the Bidder is awarded a contract as a result of this bid document, he/she will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. No liability will be borne onto the County for any issues arising from another agency's use of this Solicitation and any ensuing Contract.

**2.35. Assignment and Sub-Letting**

No assignment of an awarded contract hereunder or any right occurring under said contract shall be made, in whole or in part, by the Respondent without the express written consent of the County Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume all of the rights, duties and responsibilities of the Respondent.

**2.36. Officials Not to Benefit**

Each Proposer shall certify, upon signing a proposal, that to the best of their knowledge, no Monroe County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension, debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

**2.37. Prohibition on Conflict of Interest, Gratuities, Kickbacks, and Collusion**

The statements contained in this paragraph are true and correct, and made with the full knowledge that Monroe County relies upon the truth of the statements contained herein in awarding the contract:

- 2.37.1. Conflict of Interest. The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the County or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.
- 2.37.2. Gratuities. Respondent hereby certifies that it has not offered, given, or agreed to give any Monroe County employee a gratuity, favor, or anything of monetary value in connection with any decision, approval, disapproval, recommendation, preparation of any part of the Project or award of this contract.
- 2.37.3. Kickbacks. Respondent certifies that it has not given payment, gratuity, or offer of employment to be made by or on behalf of a Sub- Respondent under a contract to Respondent or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order.

2.37.4. Non-Collusion Statement. The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the County. Bidder has not communicated with anyone with the intent to restrict competition hereof; and no attempt has been made to induce another person or entity to submit a proposal, or not submit, for the purpose of restricting competition. The Bidder also certifies that its bid is in all respects fair, arrived at independently and without outside control, collusion, fraud, or otherwise illegal action.

2.37.5. Contract Clause. The prohibitions on conflict of interest, gratuities, kickbacks, and collusion prescribed in this paragraph must be conspicuously set forth in every contract and subcontract and solicitation initiated by Respondent in its performance of an awarded agreement hereunder.

## **2.38. Payment Dispute Resolution Process**

Payment disputes must be handled pursuant to the procedures set forth in the Monroe County Purchasing Policy Manual. In sum, if an improper invoice is submitted by a Contractor, Monroe County shall notify the Contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what corrective action on the part of the Contractor is needed to make the payment request or invoice proper. The Contractor should take corrective action and resubmit a Proper Invoice to the County. The Contractor's steps shall be that of initially contacting the County's Contract Manager to validate the invoice and receive a sign off from the department that would indicate that the invoice in question is in accordance with the terms and conditions of the agreement. Once sign off is obtained, the Contractor should then resubmit the invoice as a "Corrected Invoice" to the department which will initiate the payment timeline of a Proper Invoice. A Proper Invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Monroe County and in accordance with Section 218.72, Fla. Stat., as amended. Should a dispute result between the Contractor and the County over tender of a payment request or an invoice, then the Contractor should submit their notice of dispute in writing to the department. The department should acknowledge receipt of the Contractor's notice of dispute and provide the Contractor with the County's dispute resolution procedure by mail or email, if available. The department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level. The Dispute Manager shall investigate the dispute and document the steps taken to resolve the issue. The Dispute Manager should, as part of his or her investigation, ascertain if the work, for which the payment request or invoice has been submitted, was performed to Monroe County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Monroe County representative who is designated as the approving authority for the work performed in the contractual document. Dispute resolution procedures shall be commenced no later than thirty (30) days after the date on which the payment request or invoice was received by Monroe County and shall not extend beyond sixty (60) days. The Dispute Manager must complete the investigation and furnish a written determination to the Contractor. If the Contractor is not satisfied with the Dispute Manager's resolution of the dispute, the County Administrator or his or her designee shall be the final arbiter in resolving the issue and will issue their final decision in writing within sixty (60) days after the date on which the payment request or invoice was received by Monroe County.

## **2.39. Termination**

### **2.39.1. Termination for Uncurable Default**

In the event the Proposer/Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of any ensuing Contract in a manner that is uncurable (as determined in the sole discretion of the County), the County may, upon written notice to the Contractor, terminate this Contract effective immediately. In the event of such termination the County may hold the Contractor liable for any and all damages sustained by the County arising out of such default, including but not limited to costs of reprourement and cover.

### **2.39.2. Termination for Curable Default (Failure to Cure)**

In the event the Proposer/Contractor shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents in a manner that is curable (as determined in the sole discretion of the County), the County shall give the Contractor written notice by registered, certified mail of the default and that such

default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the County, the County shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the Contract.

**2.39.3. Termination for Convenience of County**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the County may without cause and without prejudice to any other right or remedy, terminate the Contract for the County's convenience whenever the County determines that such termination is in the best interest of the County. Where the Contract is terminated for the convenience of the County the notice of termination to the Contractor must state that the Contract is being terminated for the convenience of the County under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**2.40. Choice of Law and Venue**

This transaction shall be governed by the laws of the State of Florida, and the United State of America, as now and hereafter in force. The venue for actions arising out of the solicitation is situated exclusively in the Sixteenth Judicial Circuit Court in and for Monroe County, Florida, or the United States District Court for the Southern District of Florida, whenever applicable. This transaction shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this transaction shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County, Florida.

**2.41. Force Majeure**

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, labor strikes, human health pandemics, natural disasters, emergency governmental action, or material or labor shortages. To invoke this paragraph, immediate written notice, consistent with the notice provisions of this Bid, must be sent by the Bidder/Contractor describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). Any claim for extension of time by Contractor pursuant to this paragraph will be made not more than seventy-two (72) hours after the commencement of the delay. Otherwise, it shall be waived. The Contractor shall immediately report when industry conditions have resumed. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written agreement among the parties.

**2.42. Trade Secrets**

Documents submitted by Respondent which constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Respondent and the County is formally made aware of same at the time of submission to the County, will not be subject to public access. However, should a requestor of public records challenge Respondent's interpretation of the term "trade secrets" within five (5) calendar days of such challenge, Respondent must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the County Attorney or designee, to the County to support its claim that the alleged trade secrets actually constitutes same as defined by law. Respondent must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Respondent is required to timely seek a protective order in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County to prevent the County's release of the requested records.

**2.43. Data Management; Data Security**

To the extent that Respondent's proposal or work for the County includes electronic data creation or storage,

Respondent agrees to comply with the County's written demands regarding cooperation (and any applicable financial responsibilities) for timely data breach incident reporting, response activities/fact-gathering, public and other governmental agency notification requirements, severity level assessment, and after-action reporting, consistent with Sections 282.3185(5) & (6), and 501.171, Fla. Stats., as amended from time to time. To ensure safety of personal data, Respondent agrees to comply with the 2016 European Union's General Data Privacy Regulation (GDPR) that became effective in the European Union on May 25, 2018, or another equivalent standard that will yield the highest level of protection for personal data. For any system integration between the County's network systems and that of the Respondent, the Respondent agrees to comply with ISO/IEC 27001 for its internal system, at a minimum, and any unique integration requirements of the County's network and information technology systems. And when relevant, in the context of data breaches that involve Protected Health Information pursuant to Health Insurance Portability and Accountability Act (HIPAA), Respondent must comply with all requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH); Section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 (GINA); and 45 C.F.R. Parts 160, 162 and 164 and Final Omnibus Rule eff. March 26, 2013).

#### **2.44. Discriminatory Vendor List**

By submitting its proposal, Respondent acknowledges its continuous duty to disclose to the County if the Respondent or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; 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."

#### **2.45. Nondiscrimination Covenant**

By submitting its proposal, Respondent agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, any contract award is automatically terminated without any further action on the part of any party, effective the date of the court order. Respondent agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) The Pregnant Workers Fairness Act (PWFA) pursuant to 42 U.S.C. 2000gg et seq.; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.



**2.46. County Suspended Vendor List**

The eligibility of persons to bid for an award of County contract(s), or enter into a contract, may be suspended pursuant to sec. 2-347(l) of the Monroe County Code of Ordinances. In the event an eligible person is suspended by the County after the contract is awarded, or a suspended person is employed to perform work (e.g. subcontractor in a bid or contract) pursuant to a County contract, same shall constitute a material breach of the contract. The County, in its sole discretion, may terminate the contract with no further liability to the Respondent beyond payment of the portion of the contract price that may be due for work satisfactorily completed up to the date of termination, and hereby reserves all other rights and remedies available at law or in equity.

**2.47. Ethics Clause pursuant to Monroe County Ordinance No. 010-1990**

By submitting its proposal, Respondent warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2-149, Monroe County Code of Ordinances, or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of this provision the County may, in its discretion, terminate any contract award without liability and may also, in its discretion, deduct from any ensuing agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

**2.48. Drug-Free Workplace**

In accordance with Section 287.087, Florida Statutes, by submitting its proposal Respondent agrees to:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in this subsection.

(d) In the statement specified in this subsection, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(g) The person authorized to sign an Affidavit on behalf of the Respondent must certify that it complies fully with the above requirements.

**2.49. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings**

Throughout the procurement and contract award process, the Respondent has a continuing duty to promptly disclose to the County, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings relating to or affecting Respondent's ability to perform under any future awarded contract. If the existence of such causes the County concern that the Respondent's ability or willingness to perform is jeopardized, the Respondent may be required to provide the County with reasonable assurances to demonstrate its ability to perform as required hereunder, and that its employees/agents have not or will not engage in conduct similar in nature to the conduct alleged in such proceeding.

## **2.50. E-Verify Requirements**

- 2.50.1. Effective January 1, 2021, public and private employers, Respondent and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Respondent acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Respondent to perform employment duties within Florida during the term of the contract;
  - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Respondent to perform work pursuant to the contract with the County. The Respondent acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the County.
- 2.50.2. By submitting a proposal, the Respondent becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Respondent attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Respondent agrees to maintain a copy of such affidavit(s). Failure to comply with this paragraph will result in the termination of any contract award as provided in Section 448.095, Florida Statutes, as amended, and Respondent may not be awarded a public contract for at least one (1) year after the date of termination. Respondent will also be liable for any additional costs to County incurred as a result of the termination in accordance with this Section. Upon entering into an agreement with the County, Respondent will provide proof of enrollment in E-verify to the County.

## **2.51. Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Respondent hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Respondent agrees: to immediately notify the County and is prohibited from providing any goods or services to a public entity; it may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; it may not submit bids on leases of real property to a public entity; it may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, it may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category TWO (\$35,000), as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **2.52. Foreign Gifts and Contracts**

The Respondent must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

## **2.53. Scrutinized Companies & Countries of Concern per Sections 287.135, 215.473, & 287.138, Fla. Stats.**

By submitting its proposal, Respondent hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If County determines that Respondent has falsely certified facts under this paragraph, or if Respondent is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, County will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The

County reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the County must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Respondent provides the County with an affidavit signed by an authorized representative of the Respondent, under penalty of perjury, attesting that the Respondent does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the County must not extend or renew any contract that grants access to an individual's personal identifying information unless the Respondent provides the County with an affidavit signed by an authorized representative of the Respondent, under penalty of perjury, attesting that the Respondent does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

**2.54. Noncoercive Conduct for Labor or Services**

As a nongovernmental entity submitting a proposal, executing, renewing, or extending a contract with a government entity, Respondent is required to provide an affidavit under penalty of perjury attesting that Respondent does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. By submitting this proposal, Respondent certifies under penalties of perjury that Respondent does not use coercion for labor or services as prohibited by Section 787.06. Additionally, Respondent has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

**2.55. Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By submitting its proposal, Respondent certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of its submission. False certification under this paragraph or being subsequently added to that list will result in termination of any contract award, at the option of the County consistent with Section 287.137, Florida Statutes, as amended.

**2.56. Environmental and Social Government and Corporate Activism**

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the County cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Respondent is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of any contract award and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

**2.57. Respect of Florida**

In accordance with Subsection 413.036(3), Fla. Stat., if a product or service required for the performance of work request by this solicitation is on the procurement list established pursuant to Subsection 413.035(2), Fla. Stat., then this statement applies: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND

(2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. Additional information about the designated nonprofit agency and the products it offers is available at: <https://www.respectofflorida.org>.

**2.58. Use of Recycled Materials, State-Produced Lumber, and U.S.-Produced Steel**

Respondent agrees to procure any recycled products or materials which are the subject of or are request to carry out this Agreement in accordance with Section 403.7065, Fla. Stat., as amended from time to time. In addition, Respondent agrees to comply with the provisions of Section 255.20, Fla. Stat., as amended from time to time, that requires the use of lumber, timber, and other forest products produced and manufactured in this state, subject to certain exclusions. Last, Respondent agrees to comply with Section 255.0093, Fla. Stat., as amended from time to time, guaranteeing use of iron or steel products that are produced in the United States, unless certain exclusions apply.

**2.59. Prohibited Telecommunications Equipment**

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. Proposer/Contractor represents and certifies that it and its applicable subcontractors do not and will not use 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, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the County for the entire duration of this transaction. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to County.

**2.60. Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this transaction that before, during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the Monroe County will require a **“first priority”** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the County Administrator. Proposer/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The County expects to pay a fair and reasonable price for all products/services in the event of a disaster, pandemic, emergency or hurricane. Awarded Contractor must furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**2.61. Breach Penalty and Damages During Emergency Recovery Period**

Effective January 1, 2026 and in accordance with F.S. 252.505, if Proposer/Contractor breaches its obligations under this transaction to provide goods or services to the County related to emergency response for a natural emergency during an emergency recovery period, the Contractor shall pay Monroe County a penalty of Five Thousand Dollars (\$5,000) and damages. In addition to the penalty, the Contractor shall be liable for damages, which may be assessed, at the County’s sole discretion, as either: 1) Actual and consequential damages suffered as a result of the breach; OR 2) Liquidated damages in the amount specified in this Contract. The remedies provided in this section are cumulative and are in addition to any other rights or remedies available at law or in equity. For purposes of this provision, “emergency recovery period” shall have the meaning assigned under F.S. 252.505, as may be amended from time to time.

**2.62. Prohibited Activities regarding Diversity, Equity, and Inclusion**

Effective January 1, 2027, in accordance with Section 287.139, Fla. Stat., as a condition precedent to any award of a contract or grant by the County, the Proposer/Contractor must certify, and by signing its submission, thereby certifies, that the Contractor does not and will not use county funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 125.595(1), Fla. Stat., as may be amended from time to time.

**2.63. Severability; Waiver of Provisions**

Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the County shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.

## **PART THREE – Special Terms & Conditions; Mandatory Federal Clauses**

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### **3.1. Point of Contact**

To ensure fair consideration for all Proposers, all inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, or email and directed as follows: Attn: Lourdes Francis, Address: 1100 Simonton Street, 1-190, Key West, FL 33040, Email: [francis-lourdes@monroecounty-fl.gov](mailto:francis-lourdes@monroecounty-fl.gov). All responses to questions/clarifications will be posted on Bonfire for all prospective Proposers to see in the form of an addendum. Material changes, if any, to the scope of services, or bid procedures will only be uploaded/transmitted electronically through Bonfire, the County's electronic bidding system.

### **3.2. Performance**

It is the intention of the County to obtain the services as specified herein from a Proposer that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Proposer to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the County. The County reserves the right to obtain these services from other sources, when necessary, should Respondent be unable to perform on a timely basis and such delay may cause harm to the using department or County residents.

### **3.3. Schedule of Events**

The County will use the following tentative time schedule in the selection process. The County reserves the right to change and/or delay scheduled dates.

Event:	Date:
RFP Available to the Public	06/20/2026
Last Day to Submit Requests for Information (RFIs) or Questions	07/07/2026
Last Day to Issue Addendum (if required)	07/14/2026
Proposals Due Date (prior to 3 p.m. EST) / Bid Opening at 3 p.m. EST	07/21/2026
Proposal Review for Compliance / independent review	07/21/2026-07/27/2026
Selection Committee Meeting (TBD within window)	07/28/2026-08/06/2026
Board of County Commissioners Award of Contract/Direct Otherwise	08/19/2026

### **3.4. Contract Term**

The initial contract period shall be for one (1) year. The County reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the County. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the County.

### **3.5. Insurance Requirements**

3.5.1. Proposer/Contractor shall obtain and maintain at its own expense the insurance coverages listed within this paragraph prior to commencing service under ensuing Agreement. All insurance requirements provided for in the ensuing Agreement shall be subject to annual review. Depending on the extent of contractual obligations incurred by the Contractor, the below insurances will be required. Insurances can be altered via written waiver by County's Risk Manager, if required. The Contractor must keep in full force and effect the insurance described during the term of the ensuing Agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated, or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Monroe County Risk Department and/or user department whenever acquired, amended, and annually during the term of the ensuing Agreement. Prior to execution of the ensuing Agreement, Contractor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

(a) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. Where applicable, coverage to apply for all employees at the minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of \$100,000.00 bodily injury by accident, \$500,000.00 bodily injury by disease, policy limits, and \$100,000.00 bodily injury by disease, each employee.

(b) COMMERCIAL GENERAL LIABILITY. Contractor's insurance policy shall cover, at a minimum, premises operations, personal injury (including death), property damage, products & completed operations, and blanket contractual liability. If coverage is provided on a Claims Made basis, Contractor's policy must provide for claims filed during the term of this Agreement, and for twelve (12) months after its termination or expiration. Contractor's policy shall be endorsed to name Monroe County Board of County Commissioners as Additional Insured. The minimum limits acceptable are: \$1,000,000 Combined Single Limit (CSL).

(c) COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Contractor's insurance policy shall provide coverage for all owned, non-owned, and hired vehicles used in the performance of work under the Agreement. Contractor's policy shall be endorsed to name Monroe County Board of County Commissioners as Additional Insured. The minimum acceptable limit is: \$1,000,000 Combined Single Limit (CSL). If Split Limits are provided, the minimum acceptable limits are: \$500,000 per person; \$1,000,000 per Occurrence; \$100,000 Property Damage.

3.5.2. CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. The underwriter of such insurance shall be qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers. Failure of Contractor to comply with the insurance requirements of this section shall be cause for immediate termination of this Agreement.

3.5.3. **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS ADDITIONAL INSURED AND CERTIFICATE HOLDER ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.**

3.5.4. In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to require that the subcontractor(s) possess all insurance policies required by the County hereunder, and to identify the County as an Additional Insured on the required policies. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with its subcontractor(s) shall include such express protections benefiting the County. Note: A copy of any current Certificate of Insurance is recommended to be included with your proposal.

### **3.6. General Transportation Compliance**

Proposer acknowledges that services provided under an ensuing Contract must be administered in coordination with applicable federal and state transportation requirements, including Section 908.111, Fla. Stat., Chapter 427, Florida Statutes, Rule Chapter 41-2, Florida Administrative Code, Florida Department of Transportation's policies, procedures, and directives, and applicable Transportation Disadvantaged Service Plan requirements, as each may be amended from time to time. Whenever relevant, Proposer/Contractor may be a sub-recipient of state- and federal-funding, and agrees to complete any additional forms and provide further assurances and attestations, in order to meet any requirements imposed by the U.S. Government, as they may be applicable.

### **3.7. Common Carrier Certification per F.S. 908.111**

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies and declares on my oath and under penalty of perjury that it is not willfully providing and will not willfully provide any service during any forthcoming Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

### **3.8. Compliance with Mandatory Federal Clauses, as applicable**

### 3.8.1. FEDERAL COMPLIANCE

The Proposer and its Subcontractors must follow the provisions, as may be applicable, as set forth in 2 C.F.R. §§ 200.318-327 and Appendix II to 2 C.F.R. Part 200, as amended, and is bound by all applicable state and federal laws and regulations. By submitting a proposal, and if selected entering into a contract, Proposer agrees to comply with the above laws and regulations, as well as 2 CFR Part 300, 45 CFR Part 75, and 45 CFR Part 92. This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Proposer will comply with all applicable federal law, regulations, executive orders, and U.S. Department of Transportation's policies, procedures, and directives.

### 3.8.2. EQUAL EMPLOYMENT OPPORTUNITY

3.8.2.1. During the performance of this contract, the awarded Respondent (hereinafter "Contractor") agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for



further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

3.8.2.2. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3.8.2.3. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

3.8.2.4. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

### 3.8.3.COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as Department of Health and Human Services may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 3.8.4. COMPLIANCE WITH CONTRACT WORK HOURS & SAFETY STANDARDS ACT

- 3.8.4.1. The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watch persons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- 3.8.4.2. Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

3.8.5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3.8.6. CLEAN AIR ACT

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. The contractor agrees to report each violation to Monroe County and understands and agrees that Monroe County will, in turn, report each violation as required to assure notification to the appropriate federal agency, as well as U.S. Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the applicable federal agency.

3.8.7. FEDERAL WATER POLLUTION CONTROL ACT

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. The contractor agrees to report each violation to Monroe County and understands and agrees that Monroe County will, in turn, report each violation as required to assure notification to the appropriate federal agency, as well as the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the applicable federal agency.

3.8.8. SUSPENSION AND DEBARMENT

The awarded contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon by Monroe County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Monroe County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply

with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

3.8.9. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED, 31 U.S.C. § 1352

Contractors who apply or bid for an award of more than \$100,000 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 federal agency.

3.8.10. RECOVERED MATERIALS CLAUSE

In the performance of the awarded contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

3.8.11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

3.8.11.1. *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 government 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, 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, 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.

3.8.11.2. *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: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3.8.11.3. *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.

3.8.11.4. *Subcontracts.*

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

3.8.12. DOMESTIC PREFERENCE FOR PROCUREMENTS (THE BUY AMERICA ACT)

The Contractor should, to the greatest extent practicable and consistent with law, 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.

3.8.13. ACCESS TO RECORDS

The Contractor agrees to provide Monroe County, applicable state and federal agencies, 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. 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. The Contractor agrees to provide the Federal Grant Administrator or his/her authorized representatives access to the work sites pertaining to the work being completed under the contract.

3.8.14. FEDERAL FALSE CLAIMS ACT

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.

**3.8.15. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto. All contractors shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this Contract Solicitation, and potential Agreement Award. The requirements of applicable federal and state laws and regulations apply to this solicited contract. The County and its awarded Contractor agree to ensure that all subcontractors have the opportunity to participate in the performance of any awarded contract. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that all subcontractors have the opportunity to compete for and perform contracts. The County and the Contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this transaction. Contractor and subcontractors will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding nondiscrimination.

**3.8.16. ENERGY EFFICIENCY**

Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

**3.8.17. STATEMENT OF NO CONFLICT**

Neither the COUNTY nor any of its Contractor or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the services or any services included or planned to be included in the services in which any member, officer or employee of the COUNTY or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the COUNTY, the COUNTY may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the COUNTY or the locality relating to such contract, subcontract or arrangement. The COUNTY shall insert in all contracts entered into in connection with the service or any property included or planned to be included in any service, and shall require its Contractor to insert in each of their subcontracts, the following provision: "No member, officer or employee of the COUNTY or of the locality during his/her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof." The provisions of this paragraph shall not be applicable to any agreement between the COUNTY and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**3.8.18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal Law, regulations, executive orders, applicable federal policies, procedures, and directives.

**3.8.19. 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 County/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**3.8.20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

If applicable, 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.

#### 3.8.21. SOCIOECONOMIC CONTRACTING

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible, and if applicable.

#### 3.8.22. ENVIRONMENTAL POLICY ACT OF 1969

Contractor will comply with: environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347; environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f- 300j-27, regarding the protection of underground water sources; Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice); Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510; will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451- 14674; and comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668. (Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system not applicable).

#### 3.8.23. BUY CLEAN

Monroe County encourages the use of environmentally friendly construction practices in the performance of this transaction. In particular, Monroe County encourages that in the performance of any ensuing agreement, the Contractor should include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

#### 3.8.24. COPYRIGHT CLAUSE - LICENSE & DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The Contractor grants to Monroe County, 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 Contractor will identify such data and grant to Monroe County 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 Contractor will deliver to Monroe County 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 Monroe County.

#### 3.8.25. UNAUTHORIZED ALIENS

The awarded Contractor shall not employ an unauthorized alien. Monroe County shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such a violation shall be cause for unilateral cancellation of this contract by the Monroe County.

#### 3.8.26. NON-PROFIT TAX EXEMPTION REVOKED

If the awarded Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax

exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Monroe County in writing within thirty (30) days of receiving the IRS notice of revocation.

#### 3.8.27. PROTECTIONS FOR WHISTLEBLOWERS

An employee of a recipient or subrecipient of federal assistance must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. This provisions hereby informs the recipient and subrecipient that each must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

#### 3.8.28. PROHIBITION ON TRAFFICKING IN PERSONS

The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

#### 3.8.29. STANDARD FEDERAL TRANSPORTATION ASSURANCES, IF AND WHEN APPLICABLE

As a potential subrecipient of federal assistance, Contractor certifies that, when applicable and as necessary, it:

- 3.8.29.1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 3.8.29.2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3.8.29.3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 3.8.29.4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 3.8.29.5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- 3.8.29.6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

- (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 3.8.29.7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- 3.8.29.8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 3.8.29.9. Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- 3.8.29.10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 3.8.29.11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (2) Notification of violating facilities pursuant to EO 11738; (3) Protection of wetlands pursuant to EO 11990; (4) Evaluation of flood hazards in floodplains in accordance with EO 11988; (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- 3.8.29.12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 3.8.29.13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and



protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

- 3.8.29.14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 3.8.29.15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 3.8.29.16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 3.8.29.17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- 3.8.29.18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- 3.8.29.19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

#### 3.8.30. 49 U.S.C. § 5310 SUBRECIPIENTS

- 3.8.30.1. As a potential subrecipient of federal assistance, Contractor (or "applicant," as referenced herein) as an operator certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives. And if applicable, Contractor certifies that it is in compliance with 49 CFR Part 625.
- 3.8.30.2. The Contractor (or "applicant") certifies that its provision of public transportation service is consistent with a locally developed, coordinated public transit-human services transportation plan; and the plan described was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public; to the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and if the applicant will allocate funds received under 49 U.S.C. § 5310 to sub-subrecipients, it will do so on a fair and equitable basis.

#### 3.8.31. TRANSPARENCY ACT

Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

## **PART FOUR – Requirements & Instructions for Submission of Proposals**

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### **4.1. Rules for Submission**

- 4.1.1.** Respondent shall use the County's electronic bidding system known as Bonfire to submit a proposal/response, same will constitute a formal offer to the County to complete the scope of services that the County has formally solicited hereby. The proposal shall be signed by a representative who is authorized to contractually bind the Respondent. IMPORTANT: FINANCIAL INFORMATION – SUBMIT BY SEPARATE UPLOAD. In order to determine if a proposer is responsible pursuant to Section 2-347(h), Monroe County Code of Ordinances, all proposals for contracts to be awarded under this section must contain: Financial statements for the prior three (3) years for the responding entity or for any entity that is a subsidiary to the responding entity. Note: Any financial statement that an agency requires for responding to a bid is exempt from disclosure as a public record. Please do not submit your confidential financial information as part of your proposal. Please mark as "Confidential" to exercise exemption under Subsection 119.071(1)(c), Florida Statutes, and upload by separate upload to Bonfire to maintain confidentiality. There are separate uploads for each set of documents, including confidential financial information. However, any financial information the Respondent includes in the proposal packet, which is not marked as "Confidential", and is uploaded incorrectly, may be disclosed in any public records request and will not be treated as "Confidential." The County shall incur no liability for inadvertent disclosure of financial records that are not properly marked or submitted.
- 4.1.2.** Respondent's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Respondent affirms that a complete set of bid documents was obtained from Bonfire only and no alteration of any kind has been made to the solicitation.
- 4.1.3.** All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile or mailed proposals will not be accepted. Proposals will only be accepted electronically, submitted through Bonfire.
- 4.1.4.** Each Respondent for services further represents that the Respondent has examined and is familiar with the local conditions, including laws and regulations, under which the work is to be done and has correlated the observations with the requirements of the contract documents. Each Respondent by signature and by submission of a response, represents that the Respondent has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 4.1.5.** Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the County that any Respondent holds a legal interest in more than one (1) proposal for services/work contemplated, all proposals in which such a Respondent is interested will be rejected. Respondent by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.
- 4.1.6.** All proposals received from Respondents in response to this Request for Proposals will become the property of County and will not be returned to the Respondent. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the County.

### **4.2. Modification and Withdrawal of Proposals**

Prior to the time and date designated for opening/unsealing of proposals, any proposal submitted may be modified by removing the existing proposal from Bonfire and uploading a new, complete proposal. The new submission shall comply with the requirements for the original proposal. Proposals may be withdrawn on Bonfire prior to the time and date designated for the opening/unsealing of proposals. Withdrawn proposals may be resubmitted on Bonfire up to the time designated for the opening/unsealing of proposals provided that they are then fully in conformance herewith. After the specified date and time of opening/unsealing the

proposals, a Proposer who discovers an error in its proposal, may only withdraw its proposal under the conditions set forth in Monroe County Code Section 2-347(i)(1); however, this action removes the proposer from further consideration should the other proposers decline the award or withdraw their proposals.

#### **4.3. Contents of Submission / Format of Proposal**

The responses to this RFP shall be digital PDF format. Responses must be organized as indicated below. Each Respondent must submit adequate documentation, as determined by the Board of County Commissioners, to certify the Respondent's compliance with the County's requirements. The following information, at a minimum, shall be included in the Response.

##### **4.3.1. Cover Page**

A cover page that states "SOCIAL SERVICES TRANSPORTATION DISADVANTAGED PROGRAM – MONROE COUNTY, FLORIDA" must be included. The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person(s).

##### **4.3.2. Tabbed Sections.**

The proposal must include the following tabbed sections:

**Tab 1. Executive Summary.** State the legal name of the business entity or firm submitting a response to this competitive solicitation, the principal business address, name of the contact person, name of the person with legal authority to bind the Respondent (if different from the contract person), telephone and facsimile numbers, e-mail address. The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrate how the firm will work with the County to fulfill the requirements of this Project.

**Tab 2. Past Performance on Similar Projects.** The Respondent shall provide a project history of the firm or organization demonstrating experience with other counties, municipalities or local governments that are similar in scope and size. The Respondent shall also provide a list of representative past similar agreements over the past five (5) years. For each, include the following: Complete Name and address of the referenced project and the governmental client; Summary of the project and services, with an explanation of its similarities to the solicited services; and Examples of successful implementation and project outcomes.

**Tab 3. Project Approach.** The Respondent shall describe the approach and methodology it will use to accomplish the work defined herein (described in Scope of Services above). Respondent must describe how it will ensure that all drivers and related personnel receive training that complies with Florida law and applicable administrative rules governing paratransit transportation. Training shall include defensive driving, securement and handling of mobility devices, passenger assistance techniques, and ADA compliance. The Contractor shall also comply with Rule Chapter 14-90, Florida Administrative Code, regarding operator hours of service, duty limitations, and fatigue management. Respondents shall submit a detailed Implementation and Transition Plan addressing:

- a) Mobilization timeline and readiness milestones
- b) Staff organizational chart and staff training (ADA, safety, passenger assistance)
- c) Fleet readiness and ADA compliance

- d) Dispatch, scheduling, and reporting systems
- e) Continuity of service and transition risk mitigation
- f) Regulatory compliance readiness
- g) Performance monitoring and quality assurance

**Tab 4. Licensing and Insurance.** Contractors shall provide certificates of insurance and secure licenses imposed by law and ordinance to operate in the State of Florida.

**Tab 5. Cost/Fee Proposal.** In this tab, the Respondent will complete and include the Price Proposal Form. The County is requesting that the Respondent quote a fixed cost per mile (unit) for each type of service to be provided. The fixed cost fee proposal must encompass the entire scope of services requested, meaning all prices quoted must be all inclusive, i.e., no separate amounts will be paid for miscellaneous expenses, including but not limited to staffing, software, travel expenses, fuel, postage, faxes, etc. Payments will be made on a reimbursement basis. Additionally, Respondent must provide an anticipated not-to-exceed annual aggregate cost to the County. Respondent must demonstrate how the proposed annual aggregate cost was calculated. Note: The County will use the anticipated not-to-exceed annual aggregate cost for budgetary and planning purposes. However, in order to maintain continuity of services, the County reserves the right to negotiate and seek formal approval by the Board of County Commissioners via an amendment to an ensuing agreement that alters the not-to-exceed annual aggregate cost should the need arise during the latter part of the agreement term to ensure there are sufficient funds to support the services.

**Tab 6. Proposer Qualification Form that includes Financial & Litigation Info.**

The Respondent will provide the following information by way of completing the “Proposer Qualification Form per Subsection 2-347(h), County Code,” as provided in the mandatory forms section of the solicitation. Such information requested on the form includes:

- 1) A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- 2) A list of the officers and directors of the entity;
- 3) The number of years the person or entity has been operating and, if different, the number of years it has been providing services as requested herein;
- 4) The number of years the person or entity has operated under its present name and any prior names;
- 5) Answers to the following questions regarding claims and suits:
  - a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Yes or No. If yes, provide details;
  - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? Yes or No. If yes, provide details;

- c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? Yes or No. If yes, provide details;
  - d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? Yes or No. If yes, provide details;
  - e. Whether, within the last five years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;
- 6) Customer references (minimum of three (3)), including name, current address and current telephone number;
  - 7) Credit references (minimum of three (3)), including name, current address and current telephone number; an example of a credit reference could be in the form of a letter from a financial institution, such as a Bank Confirmation Letter (BCL) or other such correspondence, verifying that the Respondent has an existing account and the financial resources to provide the services identified in the Scope of Services.
  - 8) FINANCIAL INFORMATION – SUBMIT BY SEPARATE UPLOAD. In order to determine if a proposer is responsible pursuant to Section 2-347(h), Monroe County Code of Ordinances, all proposals for contracts to be awarded under this section must contain the following information: Financial statements for the prior three (3) years for the responding entity or for any entity that is a subsidiary to the responding entity.

Note: Any financial statement that an agency requires for responding to a request for bids/proposals is exempt from disclosure as a public record. Please do not submit your confidential financial information as part of your proposal. Please mark as “Confidential” to exercise exemption under Subsection 119.071(1)(c), Florida Statutes, and upload by separate upload to Bonfire to maintain confidentiality. There are separate uploads for each set of documents, including confidential financial information. However, any financial information the Respondent includes in the proposal packet, which is not marked as “Confidential”, and is uploaded incorrectly, may be disclosed in any public records request and will not be treated as “Confidential.” The County shall incur no liability for inadvertent disclosure of financial records that are not properly marked or submitted.

**Tab 7. Mandatory County Forms.** Respondent shall complete and execute the mandatory forms, with supporting documentation, as specified below, and shall include them in the appropriate tabbed section of the response. Failure to provide executed documents may result in Respondent being determined to be not responsive and/or not responsible:

- 1) Formal Response, including Tabs (as specified herein)
- 2) Price Proposal Form
- 3) Proposer's Statement (per subsection 2-347(h), Monroe County Code)
- 4) County Forms & State-mandated provisions Affidavit
- 5) Certification Regarding Debarment, Suspension, Ineligibility
- 6) Byrd Anti-Lobbying Certification
- 7) Proposer's Insurance and Indemnification Statement
- 8) Insurance Agent's Statement (signed by agent)
- 9) Monroe County Business Tax Receipt (if applicable)

## **PART FIVE – Evaluation of Submissions & Contract Award**

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### **5.1. Selection Committee Meeting(s)**

Following the receipt of Responses, a Selection Committee appointed by the County will meet during a publicly noticed meeting to review and evaluate the Responses based on the criteria herein. Responses received by the specified deadline will be reviewed by the Selection Committee for content, qualifications, experience, and conformance with the specifications stated herein. The Selection Committee will score the proposals in order with the highest ranked being the proposal with the highest score. In arriving at such ranking the Selection Committee may conduct interviews and/or request presentations, at their option. However, the County reserves the right to complete the selection process without proceeding to an interview phase, and may choose to rank proposals based upon the information supplied in the Responses. Should the County require interviews, the Proposers will be notified a minimum of seven (7) days in advance of such interviews. Respondents may be asked to sit for an interview and make a detailed presentation of their qualifications and services to the Selection Committee at a duly-noticed public meeting.

### **5.2. Negotiations & Recommendation for Award**

After ascertaining the highest ranked proposal, a recommendation for award of a contract will be considered by the Board of County Commissioners (BOCC) at its next duly-noticed public meeting, or soon thereafter. If the County and the highest-ranked Respondent cannot successfully negotiate a contract consistent with the Sample Agreement, attached hereto, within a reasonable amount of time, the County, in its sole discretion, may terminate such negotiations and begin negotiations with the second-highest ranked Respondent, and so on. The same negotiations procedure may continue in like manner until a contract is executed by the Respondent and authority is or has been granted by the BOCC to execute same on behalf of the County. The County shall be the final authority in the award of the contract. No Respondent shall have any rights against Monroe County arising from such negotiations. No work performed pursuant to a contract will proceed without written authorization issued in the form of a Notice to Proceed or Notice of Commencement by the County's Contract Manager.

### **5.3. Execution of Contract**

The Sample Agreement, attached hereto, shall be the substantive agreement formed between the awarded Respondent and Monroe County, subject to minor alterations, as needed. The Respondent to whom a contract is recommended for award shall be required to return to the County one (1) executed original of the prescribed contract, upon consent and approval of the County Attorney, together with the required certificates of insurance, and proof of any additional required licenses not previously provided, within fifteen (15) days from the date of notice of intended award of the Respondent's proposal. The partially executed agreement will be presented to the BOCC, as described above. Deviations from the above procedure may occur without impacting the integrity of the procurement process herein provided; for example, to the extent that the BOCC grants broad approval to enter into the agreement as presented, grants authority to continue negotiations with the highest ranked Respondent with direction to execute an agreement upon conclusion of such negotiations, or otherwise generally authorizes the County to terminate such negotiations and begin negotiations with the second-highest ranked Respondent, and so on until a fully executed contract is formed.

### **5.4. Primary and Secondary Contracts**

The County's intent is to award two (2) contracts with the primary contract being awarded to the highest ranked responsive/responsible respondent and a back-up contract being awarded to the second highest responsive/responsible respondent. At the county's sole discretion, the County may also choose to award just one (1) contract to the highest ranked responsive/responsible respondent without the need for a back-up contract.

### **5.5. Rights Reserved to BOCC**

Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain

irregularities of any kind, or that do not comply in every respect with the RFP, may be rejected at the option of the County. The BOCC reserves the right to reject any and all responses, and to waive technical errors and irregularities as may be deemed best for the interests of the County. Please note that a Response may be rejected as non-conforming, non-responsive or the Responder may be deemed not responsible in which case the number of points will become irrelevant to the final selection.

## 5.6. Tabbed Sections

The Respondent must adhere to the instructions in this RFP in preparing and submitting this response. Please note that a certain Tab(s) may not have a point value; however, failing to answer the required questions or include the required documents and forms may be grounds for rejection of the Response. The Tabbed sections will be given the following maximum point values used by the Selection Committee to score and evaluate Respondent:

EVALUATION CRITERIA	DESCRIPTION	MAXIMUM POINTS
Tab 1	Executive Summary	10
Tab 2	Past Performance on Similar Projects	20
Tab 3	Project Approach	20
Tab 4	Licensing and Insurance	10
Tab 5	Cost/fee Proposal	40
Tab 6	Proposer's Qualification Statement & Financial Documents	Y/N
Tab 7	Mandatory County Forms	Y/N
Total Possible Points		100

## 5.7 Local Preference

5.7.1 This provision shall constitute notice of the County's Local Preference Policy. The County defines a "Local business" to mean a "vendor [that] has a valid receipt of the business tax paid as issued by Monroe County tax collector at least one year prior to the notice of request for bids or proposals for the business to provide the goods, services or construction to be purchased, and a physical business address located within Monroe County from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Monroe County. The physical business address must be registered with the Florida Department of State as its principal place of business for at least one year prior to the notice of request for bids or proposals. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address. Vendors shall submit a copy of their current receipt of the business tax paid and also affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section." Section 2-349(b), Monroe County Code of Ordinances.

5.7.2. Inclusion of a local preference shall be added to the above evaluation criteria. Should a proposed qualify as a "Local business" it shall receive five (5) additional points on top of the score it has earned based on the criteria indicated above.

5.7.3. In the event the same competitive solicitation amounts are received from two or more respondents who are considered by the Board of County Commissioners to be equal in rank and score, and only one of the responders has a principal place of business in Monroe County, Florida, the award shall be to the Respondent who has a principal place of business located in Monroe County, Florida. Otherwise, the tie will be resolved by draw from an opaque container.

## 5.8. Best Interests of the County

The County reserves the right to award a contract to a responsible Respondent that submits a responsive proposal that is most advantageous and in the best interest of Monroe County. For avoidance of doubt, the BOCC, at its sole discretion, reserves the right to reject any and all proposals, waive any slight or immaterial



variation, irregularity, or technicality in proposals received, or readvertise for the services hereunder. As such, the BOCC is the sole judge of what serves the County's best interest, and such decision is final. Additionally, the BOCC shall be the sole judge of its own best interest and the resulting negotiated agreement. In all instances, the County's decision will be final. The Respondent understands that this RFP does not constitute an agreement or a contract with the County. An official contract, or agreement, is not binding until the submission is reviewed and accepted (or directed to be accepted) by the County Commission and by all parties. This RFP is intended as the means to identify these highly qualified Respondents with the best services and prices. The County anticipates entering into a contract for services with the Respondent who submits the highest ranked proposal as judged by the County on the criteria set forth herein. To the extent any conflicts arise within the RFP and other documentation related to this solicitation, the provision that best serves the interests of Monroe County, as determined by the BOCC, shall prevail.

**PART SIX – Required Forms**  
**CHECKLIST ACKNOWLEDGEMENT**

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Proposer, states by its check mark in the blank beside the listed document or form, and by its authorized representative's signature at the bottom, it has provided the following:

- |    |   |                          |
|----|---|--------------------------|
| 1  | Formal Response, including Tabs (as specified herein)   | <input type="checkbox"/> |
| 2  | Price Proposal Form   | <input type="checkbox"/> |
| 3  | Proposer's Statement (per subsection 2-347(h), Monroe County Code)  | <input type="checkbox"/> |
| 4  | County Forms & State-mandated provisions Affidavit  | <input type="checkbox"/> |
| 5  | Certification Regarding Debarment, Suspension, Ineligibility  | <input type="checkbox"/> |
| 6  | Byrd Anti-Lobbying Certification  | <input type="checkbox"/> |
| 7  | Proposer's Insurance and Indemnification Statement  | <input type="checkbox"/> |
| 8  | Insurance Agent's Statement (signed by agent)   | <input type="checkbox"/> |
| 9  | Monroe County Business Tax Receipt (if applicable)  | <input type="checkbox"/> |
| 10 | SEPARATE DOCUMENT UPLOAD in Bonfire (electronic bidding portal):<br>Provide three (3) years of Financial Statements marked "CONFIDENTIAL"<br>by separate document upload to Bonfire | <input type="checkbox"/> |

Company EIN:	_____
Company Name:	_____
D/B/A (if applicable)	_____
Company Ownership:	_____
Years in Business:	_____
Company Address:	_____
	_____
Company Phone Number:	_____ Fax: _____
Company Web Address:	_____
Number of Employees:	_____
Company E-mail:	_____

Authorized Person Responsible for Direct Contact to County and Services required for this RFP:

Name:	_____
Title:	_____
Phone Number:	_____
Email Address:	_____

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)  
\_\_\_\_\_  
(Name & Title)

## PRICE PROPOSAL FORM

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BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
C/O PURCHASING DEPARTMENT  
GATO BUILDING, ROOM 2-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040

The undersigned, having carefully examined the services requested, specifications, RFP documents, and addenda thereto, and other Contract Documents for the services of:

COMMUNITY SERVICES DEPARTMENT  
SOCIAL SERVICES TRANSPORTATION DISADVANTAGED PROGRAM  
MONROE COUNTY, FLORIDA

and having become familiar with all local conditions including labor and equipment affecting the cost thereof, and having familiarized himself/herself/itself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the services/work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said services/work and work incidental hereto, in a workman-like manner, in conformance with specifications, and other contract documents including Addenda issued thereto.

The undersigned further certifies that he/she/it has been given the opportunity to personally inspect the actual location(s) of where the Services/Work is to be performed, together with the local sources of supply and that he/she/it understands the conditions under which the Services/Work is to be performed. The successful proposer shall assume the risk of any and all costs and delays arising from the existence of any conditions which could be reasonably anticipated by reference to documentary information provided and made available, and from any inspection and examination of the site(s) or physical geography of Monroe County, Florida.

### CONTRACT PRICING:

TYPE OF SERVICE TO BE PROVIDED	UNIT	COST PER UNIT
Ambulatory	Mile	\$ _____
Wheelchair	Mile	\$ _____
Group (per Passenger)	Mile	\$ _____
Optional Additional Trip Type (Please Describe)	Mile	\$ _____

ANTICIPATED NOT-TO-EXCEED TOTAL ANNUAL AGGREGATE COST:

\$ \_\_\_\_\_ (fill-in) Dollars.

Respondent must provide an anticipated not-to-exceed annual aggregate cost to the County. Respondent must demonstrate how the proposed annual aggregate cost was calculated.

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Note: The County will use the anticipated not-to-exceed annual aggregate cost for budgetary and planning purposes. However, in order to maintain continuity of services, the County reserves the right to negotiate and seek formal approval by the Board of County Commissioners via an amendment to an ensuing agreement that alters the not-to-exceed annual aggregate cost should the need arise during the latter part of the agreement term to ensure there are sufficient funds to support the services.

I acknowledge receipt of Addenda No.(s)

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

**PROPOSER'S STATEMENT FORM**

Section 2-347(h), Monroe County Code of Ordinances

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: MONROE COUNTY  
c/o BOARD OF COUNTY COMMISSIONERS  
1100 SIMONTON STREET,  
KEY WEST, FLORIDA 33040

Submitted By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

Check One

- ☐ Corporation / LLC  
☐ Partnership  
☐ Individual  
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the principal place of business.

The correct name of the Proposer is:

\_\_\_\_\_

Note: If Respondent is operating under a registered fictitious name ("doing business as"), please list the fictitious name and submit evidence of compliance with the Florida Fictitious Name Statute.

The address of the principal place of business is: \_\_\_\_\_

\_\_\_\_\_

2. Provide a list of the officers and directors of the entity:

If Respondent is a corporation, answer the following--

- a. Date of Incorporation: \_\_\_\_\_  
b. State of Incorporation: \_\_\_\_\_  
c. President's Name: \_\_\_\_\_  
d. Vice President's Name: \_\_\_\_\_  
e. Secretary's Name: \_\_\_\_\_  
f. Treasurer's Name: \_\_\_\_\_  
g. Name and Address of Resident Agent: \_\_\_\_\_

If Respondent is an individual, limited liability company, or partnership, answer the following--

- a. Date of Organization: \_\_\_\_\_  
b. Name, Address and Ownership Units of all Members/Partners/Officers/Directors: \_\_\_\_\_  
\_\_\_\_\_  
c. State whether general or limited partnership: \_\_\_\_\_

3. Provide a list of the person's or entity's shareholders with five percent (5%) or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s):

\_\_\_\_\_

- 
4. Provide the number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects):
- 
- a. List the number of years and under what other names has your organization operated?
- 
5. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration.
- 
6. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? YES ☐ NO ☐  
If yes, provide details.
- 
7. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? YES ☐ NO ☐  
If yes, provide details.
- 
8. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? YES ☐ NO ☐  
If yes, provide details.
- 
9. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? YES ☐ NO ☐  
If yes, provide details.
- 
10. Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform

services or furnish goods similar to those sought in the request for competitive solicitation.

YES ☐ NO ☐

If yes, provide details.

11. Customer references (minimum of three (3)), including name, current address and current telephone number: \_\_\_\_\_

12. Credit references (minimum of three (3)), including name, current address and current telephone number: \_\_\_\_\_

13. CERTIFICATION OF SEPARATE CONFIDENTIAL UPLOAD: Financial statements for the prior three (3) years for the responding entity or for any entity that is a subsidiary to the responding entity:

Confirm separate upload: YES ☐ NO ☐

14. Any financial information requested by the county department involved in the competitive solicitation, related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and board of county commissioners to determine if the person responding is responsible.

Confirm your understanding of the County's ability to request additional information:

YES ☐ NO ☐

The Proposer acknowledges and understands that the information contained in response to this Proposer's Statement shall be relied upon by County in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's ability to perform under the contract may cause the County to reject the proposal, and, if after the award, to cancel and terminate the award and /or contract.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

I HEREBY CERTIFY The foregoing instrument was sworn to or affirmed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed). ☐ Personally known to me, or ☐ Produced identification \_\_\_\_\_.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

## COUNTY FORMS & STATE-MANDATED PROVISIONS AFFIDAVIT

PROJECT: Monroe County Community Services Department, Social Services Transportation Disadvantaged Program

RESPONDENT/PROPOSER/CONTRACTOR: \_\_\_\_\_

By signing this Affidavit, Respondent has sworn or affirmed to the following requirements as set forth below:

### Public Entity Crime Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Respondent hereby certifies and attests that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Respondent must notify the County immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals on leases of real property to a public entity; may not be awarded or perform work as a Respondent, 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 Section 287.017, Florida Statutes., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Respondent hereby acknowledges its immediate and ongoing obligation to notify the County if it is placed on the convicted vendor list.

### Discriminatory Vendor List

Respondent hereby acknowledges its continuous duty to disclose to the County if the Respondent or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; 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."

### Foreign Gifts and Contracts

Respondent hereby acknowledges and agrees it must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per § 14.202, Florida Statutes] for good cause."

### Ethics Clause pursuant to Monroe County Ordinance No. 010-1990

By signing this Affidavit, the Respondent warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2-149, Monroe County Code of Ordinances or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.



#### Drug-Free Workplace

Respondent in accordance with Section 287.087, Florida Statutes, hereby certifies that Respondent shall:

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

The person authorized to sign this Affidavit certifies that Respondent complies fully with the above requirements.

#### Vendor Certification Regarding Scrutinized Companies Lists

Respondent agrees and certifies compliance with the following:

1. Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.
2. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above as "Respondent" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.
3. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

#### Non-Collusion Affidavit

Respondent by signing this Affidavit, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of Respondent, the bidder making the Proposal for the

project described in the Scope of Work, and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Compliance with Foreign Countries of Concern pursuant to Section 287.138, F.S.

Beginning January 1, 2025, the County must not extend or renew any contract that grants access to an individual's personal identifying information unless the Respondent provides the County with an affidavit signed by an authorized representative of the Respondent, under penalty of perjury, attesting that the Respondent does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. The below box must be completed to satisfy this requirement. Violations of this Section will result in termination of any forthcoming agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

<p>_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.</p> <p>Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Signature: _____ Date: _____</p>	
--	--

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Respondent acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Respondent to perform employment duties within Florida during the term of the contract; and b) All persons (including subvendors/subconsultants/subcontractors) assigned by Respondent to perform work pursuant to the contract with the County. The Respondent acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the County. By executing this Affidavit, Respondent becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Respondent attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Respondent agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Respondent may not be awarded a public contract for at least one (1) year after

the date on which the Agreement was terminated. Respondent will also be liable for any additional costs to County incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, F.S.

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Respondent certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the County consistent with Section 287.137, Florida Statutes, as amended.

Noncoercive Conduct for Labor or Services & Forced Labor Vendor List

As a nongovernmental entity submitting a proposal, executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06, Fla. Stat. As an authorized representative of Contractor, I certify under penalties of perjury that Contractor does not use coercion for labor or services as prohibited by Section 787.06, Fla. Stat. Additionally, Contractor has reviewed Section 787.06, Fla. Stat., and agrees to abide by same. Additionally, any contract renewed or entered into after July 1, 2024, may be terminated at the option of the County if the Contractor is placed on the forced labor vendor list created pursuant to Section 287.1346, Fla. Stat., as may be amended from time to time.

County Suspended Vendor List

The eligibility of persons to bid for an award of County contract(s), or enter into a contract, may be suspended pursuant to Sec. 2-347(l) of the Monroe County Code of Ordinances. In the event an eligible person is suspended by the County after the contract is awarded, or a suspended person is employed to perform work (e.g. subcontractor in a bid or contract) pursuant to a County contract, same shall constitute a material breach of the contract. The County, in its sole discretion, may terminate the contract with no further liability to the contractor beyond payment of the portion of the contract price that may be due for work satisfactorily completed up to the date of termination, and hereby reserves all other rights and remedies available at law or in equity. By signing this Affidavit, Respondent certifies that he/she/it is not a County-suspended vendor pursuant to Sec. 2-347(1), Monroe County Code.

Prohibited Activities regarding Diversity, Equity, and Inclusion

Effective January 1, 2027, in accordance with Section 287.139, Fla. Stat., as a condition precedent to any award of a contract or grant by the County, the Proposer/Contractor must certify, and by signing its submission, thereby certifies, that the Contractor does not and will not use county funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 125.595(1), Fla. Stat., as may be amended from time to time.

Common Carrier or Contractor Carrier Attestation

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies and declares on my oath and under penalty of perjury that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state

knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUIRED AFFIDAVIT CONTAINING THE ABOVE SWORN ATTESTATIONS AND THAT THE FACTS STATED HEREIN ARE TRUE.

\_\_\_\_\_  
(Signature of Authorized Representative of Respondent)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY The foregoing instrument was sworn to or affirmed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or ☐ Produced identification    Type of ID: \_\_\_\_\_

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

Prospective Contractor's Covered Transactions

- (1) The prospective contractor of the County as sub-recipient of state and federal grant funding certifies, by submission of this document, 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, nor any State department or agency.
- (2) Where the County's prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

PROSPECTIVE CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Signature

MONROE COUNTY, FLORIDA  
Recipient's Name

\_\_\_\_\_  
Name and Title

Agreement # TBA  
Federal/State Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**BYRD-ANTI LOBBYING CERTIFICATION**  
**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

(To be submitted with each bid or offer exceeding \$100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 Section 1352, Title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

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

\_\_\_\_\_  
Date

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if <u>known</u> : <div style="background-color: black; height: 40px; width: 100%; margin-top: 5px;"></div> Congressional District, if <u>known</u> :	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if <u>known</u> :	
<b>6. Federal Department/Agency:</b> <div style="background-color: black; height: 40px; width: 100%; margin-top: 5px;"></div>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if <u>applicable</u> : <input type="text"/>	
<b>8. Federal Action Number, if <u>known</u>:</b>	<b>9. Award Amount, if <u>known</u>:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, <u>MI</u> ): <div style="background-color: black; height: 60px; width: 100%; margin-top: 5px;"></div>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, <u>MI</u> ): <div style="background-color: black; height: 60px; width: 100%; margin-top: 5px;"></div>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required <u>pursuant to</u> 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who <u>fails to</u> file the required disclosure shall be subject to a civil penalty of not less <u>than</u> \$10,000 and not more than \$100,000 for each such failure.	Signature: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## **INSURANCE REQUIREMENTS AND FORMS**

### **MONROE COUNTY, FLORIDA RISK MANAGEMENT POLICY AND PROCEDURES**

#### **General Insurance Requirements for Contractors and Subcontractors**

As a pre-requisite of the work and services governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her/its own expense, insurance as specified in the attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Sub-Contractors engaged by the Contractor. Alternatively, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either: Certificate of Insurance, or a Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040, will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

Contractor shall obtain and maintain at its own expense the insurance coverages listed within this paragraph prior to commencing service under this Agreement. All insurance requirements provided for in this Agreement shall be subject to annual review. Depending on the extent of contractual obligations incurred by the Contractor, the below insurances will be required. Insurances can be altered via written waiver by County's Risk Manager, if required. The Contractor must keep in full force and effect the insurance described during the term of this Agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated, or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Monroe County Risk Department whenever acquired, amended, and annually during the term of this Agreement. Prior to execution of this Agreement, Contractor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

- |   |   |
|---|---|
| a) Workers Compensation                         | Statutory Limits  |
| b) Employers Liability                          | \$100,000/\$500,000/\$100,000   |
|   | Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee                                      |
| c) General Liability                            | \$1,000,000 Combined Single Limit   |
| d) Vehicle (Owned, non-owned, & hired vehicles) | \$1,000,000 Combined Single Limit   |
|   | *If split limits are provided, the minimum acceptable limits are: \$500,000 per person; \$1,000,000 per Occurrence; \$100,000 Property Damage |

**CERTIFICATES OF INSURANCE.** Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers. Failure of Contractor to comply with the insurance requirements of this section shall be cause for immediate termination of this Agreement.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS ADDITIONAL INSURED AND CERTIFICATE HOLDER ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.**

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the County as additional insured.

## INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions, or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including attorney's fees) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement wherein the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, is at issue or (B) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs, or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Proposal/Agreement.

## PROPOSER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all of the requirements herein. I fully accept the indemnification and hold harmless and duty to defend as set out in this proposal.

---

PROPOSER

---

Signature

---

Date

## INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the proposer named above. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

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Liability policies are \_\_\_\_\_ Occurrence

\_\_\_\_\_ Claims Made

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Insurance Agency

---

Signature

---

Date

## **PART SEVEN – SAMPLE AGREEMENT**

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**AGREEMENT**  
*between*  
**MONROE COUNTY, FL**  
*and*



*for*  
**Social Services Transportation Disadvantaged Program & Associated Services**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Monroe County, Florida, a political subdivision of the State of Florida, with principal offices located at 1100 Simonton Street, Key West, FL 33040 (the “County”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_ (the “Contractor”) to provide \_\_\_\_\_.

WHEREAS, pursuant to Section 427.02, Fla. Stat., “transportation service provider” means an organization or entity that contracts with a local government to provide paratransit service to persons with disabilities using a dedicated fleet of vehicles operated by its employees or directly contracted drivers who meet paratransit service standards...”; and

WHEREAS, the above-cited law also states that transportation service providers for the provision of paratransit service to persons with disabilities must be competitively procured pursuant to Section 287.057, Fla. Stat.; and

WHEREAS, the County sought the services of a transportation service provider to administer the County’s Social Services Transportation Disadvantaged Program and to provide associated services through its formal Request for Proposals RFP-\_\_\_\_, and the above named Contractor was selected for contract award.

Now therefore, in exchange for good and sufficient consideration, the parties hereby agree to the following terms and conditions:

**1) The Contract Documents**

The contract documents consist of this Agreement, the County’s RFP-\_\_\_\_, attached and incorporated herein as “Exhibit A,” the Contractor’s Response to RFP-\_\_\_\_, attached hereinto and incorporated herein as “Exhibit B.” In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control (in reverse sequential order), followed by this Agreement, followed by “Exhibit A,” and then followed by “Exhibit B,” in that order.

**2) The Services/Work**

The Contractor must perform all services/work for the County required by this Agreement, and as set forth below:

- a) Contractor will furnish all labor, materials, and equipment necessary as indicated in “Exhibit A” and “Exhibit B.”
- b) Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. Contractor shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement, if not previously submitted to the County.

- c) Contractor must complete any and all such forms as County deems necessary in furtherance of any County grant award or other compliance requirement imposed by the state or federal government(s).
- d) To the extent it is deemed necessary by the County, due to the unique nature of services and/or records derived, assembled, or shared between the parties, the Contractor agrees to immediately execute a standard County HIPAA business associate addendum in order to continue its services and work under this Agreement.

### 3) **Contract Amount**

Contractor will perform contract requirements with pricing pursuant to Price Proposal Form, within "Exhibit B," and specifically \_\_\_\_\_. Should this Agreement be extended pursuant to the terms and conditions set forth herein, and upon consent of the County, the unit pricing agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U), for the year ending December 31 of the previous year. Payments will be made on a reimbursement basis. Payment of an undisputed invoice submitted by the Contractor will be processed within 30 business days after being stamped as received, or otherwise as provided in accordance with the Florida Prompt Payment Act, Section 218.735, Fla. Stat., as amended. County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

- a) Additionally, the Contractor is to submit to the County invoices with supporting documentation that are acceptable to the Monroe County Office of Clerk and Comptroller (County Clerk). Acceptability to the County Clerk is based upon generally accepted accounting principles and such laws, rules and regulations as may govern the disbursement of funds by the County Clerk.
- b) Contractor agrees that if a contract is awarded in violation of Section 2-347 of the Monroe County Code, as determined by a court of competent jurisdiction, the Contractor is not entitled to, and may not receive, any payment whether based on the contract price or based on quantum meruit for work performed as set forth in Section 2-347(c), Monroe County Code of Ordinances.
- c) *Mandatory disclosure pursuant to Section 2-347(h), Monroe County Code of Ordinances:* If any information furnished by a bidder/proposer is false, misleading or omits relevant facts, and same is discovered after the contract is awarded, the Board of County Commissioners may, in its discretion, terminate the contract with no liability to the County other than to pay the contract price or unit price for work that is satisfactorily completed and useful to the County up to the date of the meeting of the Board of County Commissioners terminating the contract.

### 4) **Agreement Subject to Funding**

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

### 5) **Contract Term**

The contract period commences as of October 1, 2026 and will expire on September 30,

2027. The initial contract period shall be for one (1) year. The County reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the County. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the County.

**6) Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the Monroe County will require a **“first priority”** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the County Administrator. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The County expects to pay a fair and reasonable price for all products/services in the event of a disaster, pandemic, emergency or hurricane. Contractor must furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7) Breach Penalty and Damages During Emergency Recovery Period**

Effective January 1, 2026 and in accordance with F.S. 252.505, the Parties agree that if the Contractor breaches this Contract for goods or services related to emergency response for a natural emergency during an emergency recovery period, the Contractor shall pay Monroe County a penalty of Five Thousand Dollars (\$5,000) and damages. In addition to the penalty, the Contractor shall be liable for damages, which may be assessed, at the County's sole discretion, as either: 1) Actual and consequential damages suffered as a result of the breach; OR 2) Liquidated damages in the amount specified in this Contract. The remedies provided in this section are cumulative and are in addition to any other rights or remedies available at law or in equity. For purposes of this provision, “emergency recovery period” shall have the meaning assigned under F.S. 252.505, as may be amended from time to time.

**8) Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the County's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with County, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the County and the County will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.



**9) Assignment and Subcontracting**

Contractor must not transfer or assign the performance required by this Agreement without the prior written consent of the Board of County Commissioners. This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of the County nor may the Contractor assign any monies due or to become due to him or her, without the previous written consent of the County.

**10) Disentanglement**

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to County and/or any replacement providers County designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist County in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

**11) Termination**

**a) Termination for Uncurable Default**

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of any ensuing Contract in a manner that is uncurable (as determined in the sole discretion of the County), the County may, upon written notice to the Contractor, terminate this Contract effective immediately. In the event of such termination the County may hold the Contractor liable for any and all damages sustained by the County arising out of such default, including but not limited to costs of procurement and cover.

**b) Termination for Curable Default (Failure to Cure)**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents in a manner that is curable (as determined in the sole discretion of the County), the County shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the County, the County shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the Contract.

**c) Termination for Convenience of County**

Upon ninety (90) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the County may without cause and without prejudice to any other right or remedy, terminate the Contract for the County's convenience whenever the County determines that such termination is in the best interest of the County. Where the Contract is terminated for the convenience of the County the notice of termination to the Contractor must state that the Contract is being terminated for the convenience of the County under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**12) Remedies**

**a) Damages**

The County reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the County resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

**b) Correction of Services or Work**

If, in the judgment of the County, work provided by the Contractor does not conform to the requirements of this Agreement, or if the services or work display poor work product, the County reserves the right to require that the Contractor correct all deficiencies in the services or work to bring it into conformance without additional cost to the County, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The County is the sole judge of non-conformance and the quality of services and work product.

**13) Insurance Requirements**

Contractor shall obtain and maintain at its own expense the insurance coverages listed within this paragraph prior to commencing service pursuant to this Agreement. All insurance requirements provided for in this Agreement shall be subject to annual review. Depending on the extent of contractual obligations incurred by the Contractor, the below insurances will be required. Insurances can be altered via written waiver by County's Risk Manager, if required. The Contractor must keep in full force and effect the insurance described during the term of this Agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated, or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Monroe County Risk Department and/or user department whenever acquired, amended, and annually during the term of this Agreement. Contractor shall furnish the County with Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

**(a) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.**

Where applicable, Contractor's insurance coverage must cover all employees at the minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of \$100,000.00 bodily injury by accident, \$500,000.00 bodily injury by disease, policy limits, and \$100,000.00 bodily injury by disease, each employee.

**(b) COMMERCIAL GENERAL LIABILITY.** Contractor's insurance policy shall cover, at a minimum, premises operations, personal injury (including death), property damage, products & completed operations, and blanket contractual liability. If coverage is provided on a Claims Made basis, Contractor's policy must provide for claims filed during the term of this Agreement, and for twelve (12) months after its termination or expiration. Contractor's policy shall be endorsed to name Monroe County Board of County Commissioners as Additional Insured. The minimum limits acceptable are: \$1,000,000 Combined Single Limit (CSL).

**(c) COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.**

Contractor's insurance policy shall provide coverage for all owned, non-owned, and hired vehicles used in the performance of work under the Agreement. Contractor's policy shall be endorsed to name Monroe County Board of County Commissioners as Additional Insured. The minimum acceptable limit is: \$1,000,000 Combined Single Limit (CSL). If Split Limits are provided, the minimum acceptable limits are: \$500,000 per person; \$1,000,000 per Occurrence; \$100,000 Property Damage.

**CERTIFICATES OF INSURANCE.** Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. The underwriter of such insurance shall be qualified to do business in the State

of Florida. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers. Failure of Contractor to comply with the insurance requirements of this section shall be cause for immediate termination of this Agreement.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS ADDITIONAL INSURED AND CERTIFICATE HOLDER ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.**

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to require that the subcontractor(s) possess all insurance policies required by the County hereunder, and to identify the County as an Additional Insured on the required policies. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with its subcontractor(s) shall include such express protections benefiting the County.

**14) Indemnification & Hold Harmless**

- a) The parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the Contractor shall defend, indemnify, and hold the County, and the County's elected and appointed officers and employees, harmless from and against any claims, actions or causes of action, any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with: (A) any activity of the Contractor or any of its employees, agents, subcontractors or other invitees during the term of this Agreement wherein the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of the Contractor or any of its employees, agents, subcontractors or other invitees, is at issue; or (B) the Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement.
- b) In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the drawings and other specifications provided by or to the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.
- c) Furthermore, Contractor agrees to defend, indemnify and hold harmless the County, its elected and appointed officials, employees, and agents from all such claims, fees, royalties, or costs for its use of any patent, trademark, or copyrighted materials, and any suits or actions of any name that may be brought by virtue of this Agreement, against the County, its elected and appointed officials, employees, and agents for the infringement of any patents, trademarks or copyrights claimed by any person, firm, or corporation.
- d) Nothing contained herein is intended, nor may it be construed, to waive County's rights and immunities under the common law or Section 768.28, Florida Statutes,

as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the County. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

**15) No Personal Liability**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of County in his or her individual capacity, and no member, officer, agent or employee of County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**16) Notice**

All written correspondence to the County shall be dated and signed by an authorized representative of the Contractor. Any written notices or correspondence required or contemplated under this Agreement shall be sent by U.S. Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. Notice is deemed received by Contractor when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

County Administrator  
Monroe County  
1100 Simonton Street, Room 2-205  
Key West, FL 33040

And (with copy to)  
Monroe County Attorney's Office  
P.O. Box 1026  
Key West, FL 33041-1026

FOR CONTRACTOR:

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

**17) Choice of Law and Venue**

The parties expressly agree that the only laws that apply to this Agreement are those of the State of Florida and United States of America, without regard to choice of law principals. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Sixteenth Judicial Circuit in and for Monroe County, Florida, and that all litigation between them in the federal courts will take place exclusively in the United States District Court in and for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, whenever applicable. This Agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County, Florida.

**18) Attorney's Fees and Costs**

County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or

interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

**19) Public Records**

County is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the County in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the services, the Contractor must 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 services, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, P.O. BOX 1026, KEY WEST, FL 33040, EMAIL: [PUBLCRECORDS@MONROECOUNTY-FL.GOV](mailto:PUBLCRECORDS@MONROECOUNTY-FL.GOV), OR PHONE: 305-292-3470.**

If Contractor does not comply with this section, the County will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**20) Third Party Beneficiaries**

Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

**21) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the County, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and authorized designees of the County.

**22) Interpretation**

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

**23) Joint Preparation**

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.

**24) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

**25) Signatory Authority**

Upon request, the Contractor must provide the County with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**26) Counterparts and Multiple Originals.**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

[Signatures to follow]

IN WITNESS WHEREOF, County and Contractor have executed this Agreement as of the date first written above.

**CONTRACTOR: Contractor Name**

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to/affirmed and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President [or Authority Title] of [INSERT LEGAL NAME OF ENTITY], a Florida (Not for profit / For profit) Corporation / LLC. He/She is personally known to me/or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print & Stamp Commissioned Name of Notary Public)

**BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

**By:** \_\_\_\_\_  
**Mayor Michelle Lincoln**

(Seal)

Attest: Kevin Madok, Clerk

\_\_\_\_\_  
As Deputy Clerk

Approved as to legal form & sufficiency:

\_\_\_\_\_  
Assistant County Attorney