BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: JULY 14, 2004 Division: TDC

Bulk Item: Yes X No ___ Department: _____

AGENDA ITEM WORDING:
Approval to advertise RFQ for a County Wide Fishing Umbrella.

ITEM BACKGROUND:
TDC to approve same at their meeting of July 13, 2004.

PREVIOUS REVELANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $_____ **BUDGETED:** Yes ___ No ___

COST TO COUNTY: $_____ **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No _____ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: _____
(Lynda Stuart)

DOCUMENTATION: Included X To Follow_____ Not Required_____

DISPOSITION:_____ **AGENDA ITEM #** D3

Revised 2/27/01

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR QUALIFICATIONS
FISHING UMBRELLA

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Mr. Michael Ingram, Chairman
Mr. Matt Babich
Mr. Todd Firm
Ms. June Helbling
Mayor Murray Nelson
Mr. Robert Padron
Commissioner Edwin Scales, III
Ms. Christina Sharpe-Weinhofer
Mr. Scott Simmons

Marketing Director
Harold Wheeler

All responses submitted to this solicitation should be addressed to and received no later that 11:00 a.m. August 12, 2004 at:

Purchasing
Monroe County, Florida
1100 Simonton Street, 2nd Floor, Room 2-213
Key West, Florida 33040

Attention: REQUEST FOR QUALIFICATIONS: FISHING UMBRELLA

NOTICE OF CALLING FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE BIDDERS that on August 12, 2004 at **no later than 11:00 a.m.** The Monroe County Purchasing Office will receive sealed bids for the following:

Request for Qualifications – A County Wide Fishing Umbrella for Monroe County

Specifications and Qualification Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com All questions pertaining this solicitation regarding the Request for Qualifications should be directed to the Administrative Office of the Tourist Development Council, (305) 296-1552. Any addenda to this Request for Qualifications (RFQ) shall be distributed to vendors on the list of Demandstar distributees for this RFB.

All bids must be received by the Monroe County Purchasing Office on or before **11:00 a.m** on August 12, 2004. No waivers shall be allowed for responses which have not been submitted to the County Purchasing Department by 11:00 a.m. on the deadline date.

Bidders must submit one (1) signed original and three (3) complete copies of each response in a sealed envelope clearly marked on the outside: "Sealed Qualifications for Request for Qualifications for a County Wide Fishing Umbrella for Monroe County", addressed and delivered to:

Purchasing Office, 1100 Simonton Street, Room 2-213, Key West, Florida 33040

All responses must remain valid for a period of ninety (90) days. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to the entity whose response is deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West, Florida, this _____ day of _____, 2004.

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SECTION ONE
INSTRUCTION TO RESPONDENTS

1.01 DESCRIPTION

The Respondent awarded a contract shall provide Fishing Umbrella services for Monroe County. The contract will provide for the Fishing Umbrella to act as a County wide Fishing Umbrella to make recommendations to the Tourist Development Council (TDC) and Board of County Commissioners (BOCC) concerning funding for Tourism related Fishing activities for Monroe County.

1.02 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Notice of Calling for ***Qualifications***.

1.03 PROPOSAL REQUIREMENTS

The original response, marked "Original" and three (3) copies marked "Copy" [four (4) complete packages] of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. NON-COLLUSION AFFIDAVIT: Any person submitting a bid or proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the bidders, the bid or proposals of all participants is such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.

B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: $10,000.00

C. DRUG-FREE WORKPLACE FORM: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to

D. complete this form in every detail and submit it with your bid or proposal may result in immediate disqualification of your bid or proposal.

1.05 EXAMINATION OF RFQ DOCUMENTS

A. Each **Respondent** shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the contract.

B. Should a **Respondent** find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the COUNTY.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent/Bidder as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more 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, will be mailed or sent by available means to all known prospective Respondents/Bidders prior to the established bid opening date. Each Respondent/Bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any Respondent/Bidder fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent/Bidder to verify that he has received all addenda issued before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent/Bidder is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent/Bidder: The Respondent/Bidder must sign the response forms in the space provided for the signature. If the Respondent/Bidder is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent/Bidder is a corporation, the title of the officer signing the bid on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the bid must be submitted. The Respondent/Bidder shall state in the response the name and address of each person interested therein.

1.08.1 SUBMISSION OF RESPONSES

A. One (1) signed originals and three (3) copies of each response shall be submitted.

B. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent/Bidder. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Qualifications, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Qualifications.

C. Each Respondent/Bidder shall submit with his bid the required evidence of his qualifications and experience, as outlined in Article 1.04.

1.09 CONTENT OF SUBMISSION

The proposal submitted in response to this Request for Qualifications (RFQ) shall be typed on 8-1/2" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections tabbed. The Respondent/Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent/Bidder must submit adequate documentation to certify the Respondent/Bidder's compliance with the County's requirements. Respondent/Bidder should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent/Bidder's overall evaluation.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**REQUEST FOR QUALIFICATIONS *FOR FISHING UMBRELLA SERVICES***." The cover page should contain Respondent/Bidder's name, address, telephone number, and the name of the Respondent/Bidder's contact person.

B. Tabbed Sections

Tab 1. Respondent/Bidder's approach to this project

The Respondent/Bidder shall provide a history of the firm or organization, its mission, and how it sees the mission of the contract to be awarded pursuant to this RFQ process. How will the Respondent/Bidder converge the mission of itself and the mission of the contract? Describe the Respondent/Bidder's philosophy of probation.

Tab 2. Narrative Self-Analysis

Respondent/Bidder shall provide a narrative self-analysis of its strengths, weaknesses, and how each will impact the performance of the contract. A copy of the organization's analysis reports for the last two (2) years shall be included in this section.

Tab 3. References

Each Respondent/Bidder shall provide at least two (2) references, preferably of Florida local government, accounts for which the Respondent has provided the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

Name and full address of reference organization
Name of Contact person for contract
Telephone number(s)
Date of initiation of contract with reference
Brief summary comparing the referenced services to these proposed services

Tab 4. Accounting and bookkeeping procedures

Respondent/Bidder shall account for all revenues and expenses related to the provision of services under this agreement pursuant to generally accepted accounting principles.

Tab 5. Fishing Umbrella Services

Respondent/Bidder shall provide a listing of Fishing Umbrella services, with specific descriptions that will be offered under the agreement.

Tab 6. Staffing

a) Respondent/Bidder shall include a list of the proposed staff positions that will provide the work required if awarded this contract. The listing shall include any staff who shall provide services as well as any committee which will be established to review, evaluate and make recommendations regarding the services, as more fully described in Section Three of the RFQ.

b) List the total number of staff and list the number and type of minorities, using the Federal definitions, included in the staff.

Tab 7. Pending Litigation

The Respondent/Bidder shall describe any pending litigation in which the Respondent/Bidder is involved as a result of provision of any services which are described herein.

Tab 8. County bid forms

Respondent/Bidder shall complete and execute the bid forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 11:

	Pages
Response Form	28
Non-Collusion Affidavit	29
Ethics Clause	30
Drug Free Workplace	31

Copies of all professional and occupational licenses shall be included in this section.

Tab 9. Other Information

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Respondent/Bidder.

1.10 MODIFICATION OF RESPONSES

A. Written modification will be accepted from Respondent/Bidders. If addressed to the entity and address indicated in the notice of calling for qualifications and received prior to bid due date and time.

B. A Respondent/Bidder may modify his response by telegraphic communication at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided further, the COUNTY is satisfied that a written confirmation of the telegraphic modification over the signature of the respondent/bidder was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

1.11 RESPONSIBILITY FOR RESPONSE

The Respondent/Bidder is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

1.12 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Qualifications. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondent/Bidders or their authorized agents are invited to be present.

1.13 DETERMINATION OF SUCCESSFUL RESPONDENT/BIDDER

The COUNTY 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. Responses which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondent/Bidders, and the contract documents, may be rejected at the option of the COUNTY.

1.14 AWARD OF CONTRACT

A. The COUNTY reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the OWNER, written notice will be given to the selected Respondent/Bidder(s) of the award of the contract(s).

B. If the award of a contract is annulled, the COUNTY may award the contract to another Respondent/Bidder or the work may be re-advertised or may be performed by other qualified personnel as the COUNTY decides.

C. A contract will be awarded to the Respondent/Bidder deemed to provide the services which are in the best interest of the COUNTY.

D. The COUNTY also reserves the right to reject the response of a Respondent/Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time.

E. All responses, including the recommendations of the TDC, will be presented to the Board of County Commissioners of Monroe County, Florida, for final awarding or otherwise.

1.15 EXECUTION OF CONTRACT

The Respondent/Bidder to whom a contract is awarded will be required to return to the County four (4) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.16 INSURANCE

The Contractor shall defend, indemnify and hold harmless the County as outlined on the attached form identified as TCS1.

1.17 PREFERENCE

When reviewing responses, preference will be given to local providers.

SECTION TWO
GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

Addenda - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.

Bidding Documents - The advertisement or invitation calling for qualifications, instructions, and forms contained in this Request for Qualifications (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The bid documents, agreement, addenda (which pertain to the contract documents), the Contractor's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contract Price – Successful bidder will be considered an Advisory Committee to make recommendations on the expenditure of TDC generic Fishing Umbrella allocations and as such shall receive no renumeration for such activities.

Contract Time - The Contract shall be in force and binding on the County and the Contractor for a period of three (3) years with an option extend for additional two (2) year period from the effective date of the agreement.

Contractor - The person, firm, or corporation with whom the County has entered into the agreement.

Effective Date of the Agreement - The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice to the apparent successful bidder stating that upon compliance by the apparent successful Respondent/Bidder with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the agreement.

Owner - The Monroe County Board of Commissioners with whom the Contractor has entered into the agreement and for whom the work is to be provided.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials and services required under the contract.

Written Amendment - A written amendment of the contract documents, signed by the County and the Contractor on or after the effective date of the agreement.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

2.02 CONTRACTOR'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Records

The Contractor shall record maintenance activities in a maintenance log, which shall contain all pertinent information. Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

2.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

2.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

SECTION THREE

SPECIFICATIONS, SPECIFIC CONDITIONS RE *FISHING UMBRELLA*

A. PROVIDER shall budget and coordinate with respect to fishing related activities, on behalf of Monroe County Tourist Development Council, the following:

1. National media advertising for Florida Keys Fishing events and promotions.
2. Public relations for all Florida Keys Fishing events and promotions.

B. PROVIDER shall establish a photo program to distribute to national trade and consumer publications, photos to represent award winners and media attractive fishing photos.

C. PROVIDER shall establish and administer policies and procedures which will distribute on an equitable district-wide basis based on prior year bed tax revenue percentages recommended for all qualified fishing activities. PROVIDER will accept applications for the activities on an annual basis.

D. The Fishing Umbrella shall solicit sponsors for programming and events to contribute sponsorship funds toward the operating expenses for member fishing events and activities. **No TDC funds will be used to cover administrative or operating costs.**

E. All Fishing Umbrella meetings will be open to the public and properly noticed, the same rules as required for all governmental meetings under F.S. 286.011.

F. Monroe County BOCC and TDC will fund through its Advertising and Public Relations agencies of record costs of promotion and advertising: (a) directly to vendors upon receipt of properly approved invoices or (b) reimburse PROVIDER and/or its members upon receipt of properly approved paid invoices and evidence of payment subject to availability of funds.

3. Funding: a) The BOCC anticipates that approximately $650,800 will be allocated to tourism-related fishing marketing activities per year. Of said amount the allocation between advertising and event promotion shall be at the discretion of the BOCC upon recommendation by the TDC. At the beginning of each fiscal year of the contract, the Fishing Umbrella budget shall be approved by the TDC and BOCC for Umbrella allocation. The recommendations of the Fishing Umbrella Committee shall be submitted to the TDC for consideration prior to adoption of TDC annual budget each year, but PROVIDER has no final authority to require TDC to adopt its recommendations. TDC will then make recommendations to the BOCC for allocation of funds for approval, requiring individual contract to be entered by each recipient. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

SECTION FOUR
DRAFT CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "Owner"), and _____ , (hereinafter called the "Contractor").

WHEREAS, ...; and

WHEREAS, ...; and

WHEREAS, ...; and

WHEREAS, ...; and

WHEREAS, ...;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the Owner and the Contractor, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with the response to RFQ and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF THE WORK

The Contractor shall provide ***Fishing Umbrella*** services for the County as described below:

A. Contractor shall budget and coordinate with respect to fishing related activities, on behalf of Monroe County Tourist Development Council, the following:

1. National media advertising for Florida Keys Fishing events and promotions.
2. Public relations for all Florida Keys Fishing events and promotions.

B. Contractor shall establish a photo program to distribute to national trade and consumer publications, photos to represent award winners and media attractive fishing photos.

C. Contractor shall establish and administer policies and procedures which will distribute on an equitable district-wide basis based on prior year bed tax revenue percentages recommended for all qualified fishing activities. Contractor will accept applications for the activities on an annual basis.

D. The Fishing Umbrella shall solicit sponsors for programming and events to contribute sponsorship funds toward the operating expenses for member fishing events and activities. **No TDC funds will be used to cover administrative or operating costs.**

E. All Fishing Umbrella meetings will be open to the public and properly noticed, the same rules as required for all governmental meetings under F.S. 286.011.

F. Monroe County BOCC and TDC will fund through its Advertising and Public Relations agencies of record costs of promotion and advertising: (a) directly to vendors upon receipt of properly approved invoices or (b) reimburse PROVIDER and/or its members upon receipt of properly approved paid invoices and evidence of payment subject to availability of funds.

The Contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

I. The Contractor shall maintain adequate staffing levels to provide the services required under the contract resulting from this RFQ process.

II. The personnel shall not be employees of or have any contractual relationship with the County. *[IF APPROPRIATE: To the extent that Contractor uses subcontractors or independent contractors, this contract specifically requires that the level of independence normally exercised by such subcontractors and independent contractors be curtailed and that they be supervised by the Contractor.]*

III.. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

3. PAYMENTS

The contractor is responsible to assist event sponsors in submitting invoices and support documentation acceptable to the County's Finance Department for reimbursement.

4. TERM OF CONTRACT

The term of this contract is for three years, commencing on the 1st day of October, 2004, and ending on the 30th day of September, 2007, with an option to extend for an additional two (2) year period.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The Contractor hereby agrees to carefully examine the specifications for which the Contractor shall provide services and assumes full responsibility therefor. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor.
B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the County, and the County's decision shall be final and binding upon all parties.
C. The passing, approval, and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.
D. The Contractor agrees that the TDC may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.
E. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

6. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this

Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

7. PUBLIC ACCESS

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

8. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the TDC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

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

9. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

10. NONDISCRIMINATION

County and Contractor agree 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, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree 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 VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color 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 handicaps; 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 patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 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. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11)Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary and pursuant to the recommendation of the County Court Administrative Judge. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

12. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

13. DISCLOSURE AND CONFLICT OF INTEREST

The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this contract, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Monroe County which the Contractor sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

15. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County Court Administrator	and	County Attorney
500 Whitehead Street		PO Box 1026
Key West, FL 33040		Key West, Fl. 33041-1026

FOR CONTRACTOR:

16. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The 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 the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

17. TERMINATION

A. The County may terminate this contract for cause with seven (7) days notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

18. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

C. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

E. Attorney's Fees and Costs. The 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, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. 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.

F. Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

19. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

20. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

21. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

22. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

23. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

25. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. 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 Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe 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.

27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.

28. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor/Chairman

(SEAL)
Attest:
By: _____
WITNESS
Title: _____

By: _____
WITNESS
Title: _____

CONTRACTOR

By: _____

Title: _____

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SECTION FIVE
INSURANCE REQUIREMENTS MONROE COUNTY, FLORIDA

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

Indemnification and Hold Harmless for Other Contractors and Subcontractors

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event 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.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

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

SECTION SIX
RESPONSE/BID FORMS

RESPONSE FORM

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

I acknowledge receipt of Addenda No.(s) _____

I have included:
the Qualifications _____ Ethics Clause ____
the Non-Collusion Affidavit ____ Drug Free Workplace Form ____

In addition, I have included a current copy of the following professional and occupational licenses:

_____

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____ Witness: _____

(Seal)

_____
(Name)

_____
(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____

   of the firm of _____

   the bidder making the Proposal for the project described in the Notice for Calling for bids for:

   _____

   and that I executed the said proposal with full authority t do so:

2. 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;

3. 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

4. no attempt has been made or will be made b the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. 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.

_____ (Signature of Bidder)

_____ (Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

_____
NOTARY PUBLIC

My Commission Expires: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract 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.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires: _____

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

_____

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (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.

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

_____
Bidder's Signature

_____
Date