

**AGREEMENT FOR OFFICE CLEANING FOR TDC ADMINISTRATIVE OFFICE  
(ISLAMORADA)**

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This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between Monroe County Board of County Commissioners, whose address is 1100 Simonton St., Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "County",

AND

ACE Cleaning and Organizing, LLC d/b/a Clarity Cleaning Solutions, with an address of 87436 Overseas Highway, Islamorada, FL 33070 its successors and assigns, hereinafter referred to as "Contractor",

WITNESSETH:

**WHEREAS**, the COUNTY is in need of office cleaning Services for the TDC Administrative office located at 85960 Overseas Highway, Islamorada FL 33070 ; and

**WHEREAS**, Contractor is able to provide the services, as set forth in more detail in Attachment A which shall collectively be referred to as the "Project"; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

**FORM OF AGREEMENT**

**ARTICLE 1**

**1.1 REPRESENTATIONS AND WARRANTIES**

**1.2** By executing this Agreement, CONTRACTOR makes the following express representations and warranties to the COUNTY:

**1.3** The CONTRACTOR shall maintain all necessary licenses, permits or other authorizations necessary to act as CONTRACTOR for the Project until the CONTRACTOR'S duties hereunder have been fully satisfied;

**1.4** The CONTRACTOR has become familiar with the site(s) and the local conditions under which the Project is to be completed.

**1.5** The CONTRACTOR shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONTRACTOR warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is

acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information.

- 1.6 The CONTRACTOR assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.7 The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services 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 COUNTY to terminate this contract immediately upon delivery of written notice of termination to the CONTRACTOR.
- 1.8 At all times and for all purposes under this agreement the CONTRACTOR is an independent contractor and not an employee of COUNTY, the TDC or the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.
- 1.9 The CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

## **ARTICLE II** **SCOPE OF BASIC SERVICES**

### **2.1 DEFINITION**

CONTRACTOR'S Scope of Basic Services consist of those described in Attachment A. The CONTRACTOR shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from COUNTY.

### **2.2 NOTICE REQUIREMENT**

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to COUNTY by certified mail, return receipt requested, to the following:

Kara Franker  
President/CEO of Visit Florida Keys  
1201 White Street, Suite 102  
Key West, FL 33040

For the Contractor:

ACE Cleaning and Organizing, LLC d/b/a Clarity Cleaning Solutions  
87436 Overseas Highway  
Islamorada, FL 33070

### **ARTICLE III** **ADDITIONAL PRODUCTS AND SERVICES**

- 3.1** Additional products and services are those products and services not included in the Scope of Services (Paragraph 2.) as set forth in Attachment A. Should the COUNTY require additional products or services they shall be paid for by the COUNTY at pricing, rates or fees as negotiated and in accordance with price quote or competitively bid pricing, but only if approved by the COUNTY before commencement.
- 3.2** If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested products and services to the CONTRACTOR. The CONTRACTOR shall respond with a fee proposal, in accordance with prior price quotes or competitive bid pricing. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONTRACTOR proceed with the Additional Services. Any additional services must be funded and approved by the COUNTY board.

### **ARTICLE IV** **COUNTY'S RESPONSIBILITIES**

- 4.1** COUNTY shall provide complete and accurate information and cooperation regarding requirements for the Project.
- 4.2** COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. COUNTY or its representative shall render decisions in a timely manner pertaining to request for information submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services.
- 4.3** The COUNTY shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONTRACTOR'S services.

### **ARTICLE V** **INDEMNIFICATION AND HOLD HARMLESS**

- 5.1** The CONTRACTOR covenants and agrees to indemnify and hold harmless COUNTY, the Monroe County Tourist Development Council, Monroe County and Monroe County Board of County Commissioners, its officers and employees from third party liabilities, damages, losses and reasonable costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR, subcontractor(s) and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

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

5.3 This indemnification shall survive the expiration or early termination of the Agreement.

## **ARTICLE VI** **PERSONNEL**

### **6.1 PERSONNEL**

The CONTRACTOR shall assign only qualified personnel to perform any service concerning the project.

## **ARTICLE VII** **COMPENSATION and TERM**

### **7.1 COMPENSATION BASED ON SPECIFIED RATES**

7.1.1 The COUNTY shall pay the CONTRACTOR for the CONTRACTOR'S performance of this Scope of Work as outlined in Attachment A. The Total Not to Exceed Amount of Nine Thousand Three Hundred Dollars (\$9,300) for services, plus reimbursable expenses.

### **7.2 PAYMENTS**

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONTRACTOR shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

As a condition precedent for any payment due under this Agreement, the CONTRACTOR shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered. The CONTRACTORS invoice shall describe with reasonable particularity the service rendered. The CONTRACTOR'S invoice shall be accompanied by such supporting documentation or data in support of expenses for which payment is sought that is acceptable to the Monroe County Clerk of court and Comptroller (Clerk) based on generally accepted account principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.

### **7.3 BUDGET AND REIMBURSEABLE EXPENSES**

7.3.1 The CONTRACTOR may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by the Monroe County Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the Monroe County Board of County Commissioners.

7.3.2 COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

**7.3.3** Expenses will only be reimbursed if authorized by COUNTY in writing in advance and to the extent and in the amount authorized by Section 112.061, Florida Statutes, Monroe County Code (Chapter 2, Art. II, Div. 3), Monroe County Policies and Procedures and Monroe County TDC Travel Guidelines, as amended.

**7.4 TERM OF AGREEMENT**

The initial term of this Agreement is for a twelve (12) month period from November 12, 2025 to September 30, 2026. The County may pause the cleaning service upon 15 days' notice by email to [anjelika@claritycleaningsolutions.org](mailto:anjelika@claritycleaningsolutions.org) as needed for repairs and renovation of the office. This Agreement may be extended for an additional twelve (12) month term with an increase in compensation of 3% upon mutual agreement of the parties. Any renewal of this Agreement must be in writing and signed by both the COUNTY and CONTRACTOR.

**ARTICLE VIII**  
**INSURANCE**

**8.1** The Company shall maintain the following required insurance throughout the entire term of this Agreement and any extensions. 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 any deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Company's failure to maintain the required insurance.

Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.

The Monroe County BOCC shall be named as Additional Insured as their interests may appear on all insurance policies issued to satisfy the above requirements.

Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Galen Jones at (305) 292-3470 for details (Certificates can be e-mailed directly from the insurance agency to: Jones-Gaelan@MonroeCounty-Fl.gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC is the Certificate Holder and additional Insured for this contract.

**ARTICLE IX**  
**MISCELLANEOUS**

## **9.1 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.

## **9.2 SUCCESSORS AND ASSIGNS**

The CONTRACTOR shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of COUNTY and the CONTRACTOR, which approval shall be subject to such conditions and provisions as COUNTY may deem necessary. 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. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

## **9.3 NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

## **9.4 TERMINATION**

- A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.
- B. Either of the parties hereto may cancel this Agreement without cause by giving the other party thirty (30) days written notice of its intention to do so.
- C. Termination for Cause and Remedies: In the event of breach of any contract terms, either Party retains the right to terminate this Agreement. Either Party may also terminate this agreement for cause with the other Party should that Party fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the terminating Party shall provide other Party with thirty (30) calendar days' notice and provide the Party with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the total contract amount as set forth in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the Monroe County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: Either Party may terminate this Agreement for convenience, at any time, upon thirty (30) days' notice to other Party. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the total contract amount as set forth in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of Monroe County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

## **9.5 MAINTENANCE OF 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 five years following the termination of this Agreement. If an auditor employed by COUNTY, Monroe County or the Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, 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.

## **9.6 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

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. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONTRACTOR agree that venue shall lie in the 16<sup>th</sup> Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. 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.

## **9.7 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.

## **9.8 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.

## **9.9 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.

## **9.10 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 corporate action, as required by law.

## **9.11 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 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. This provision does not negate or waive the provisions concerning termination or cancellation.

## **9.12 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.

## **9.13 NONDISCRIMINATION**

CONTRACTOR and COUNTY 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. CONTRACTOR or COUNTY 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 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 patient 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. 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) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

#### **9.14 COVENANT OF NO INTEREST**

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

#### **9.15 CODE OF ETHICS**

COUNTY agrees that officers and employees of the Monroe 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.

#### **9.16 NO SOLICITATION/PAYMENT**

The CONTRACTOR and COUNTY 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.

#### **9.17 PUBLIC RECORDS COMPLIANCE.**

CONTRACTOR must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by COUNTY and CONTRACTOR in conjunction with this contract and related to contract performance. COUNTY shall have the right to unilaterally cancel this contract upon violation of this provision by CONTRACTOR. Failure of CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this contract and COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

#### **9.18 NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONTRACTOR and COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, etc. or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage.

#### **9.19 NON-COLLUSION AFFIDAVIT**

CONTRACTOR by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the CONTRACTOR, 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 the 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 COUNTY and Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

#### **9.20 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 CONTRACTOR and the COUNTY agree that neither the CONTRACTOR nor the COUNTY 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.

#### **9.21 ATTESTATIONS AND TRUTH IN NEGOTIATION**

CONTRACTOR agrees to execute such documents as COUNTY may reasonably require. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract fee and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

#### **9.22 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 or Monroe County in his or her individual capacity, and no member, officer, agent or employee of COUNTY or 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.

#### **9.23 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 signing any such counterpart.

#### **9.24 E-VERIFY SYSTEM**

In accordance with F.S. 448.095, the CONTRACTOR and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095.

#### **9.25 UNCONTROLLABLE CIRCUMSTANCE**

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities

(whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give COUNTY written notice within ten (10) business days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The COUNTY will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost extension for such reasonable time as the Owners Representative may determine.

**County Forms:** By signing this Agreement, Company has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics statement, Drug-Free Workplace Statement, Vendor Certification Regarding Scrutinized Companies List and Affidavit Attesting To Noncoercive Conduct For Labor Or Services as set forth in more detail in this Agreement.

#### **Public Entity Crime Statement**

Company certifies and agrees that Company nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 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.

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, proposal or reply on contracts 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, Company or subcontractor 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, Company represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Customer's competitive procurement activities.

In addition to the foregoing, Company further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section

287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Company has been placed on the convicted vendor list.

Company will promptly notify the Customer if it or any subcontractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

### **Ethics Clause**

By signing this Agreement, Company warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010- 1990. For breach or violation of this provision the Customer 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.

### **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Company agrees and certifies compliance with the following:

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 Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Company, I hereby certify that the company identified above 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 List, or engaged in business operations in Cuba or Syria.

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 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**

Company by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of Company, 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.

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

COMPANY is required to provide an affidavit under penalty of perjury attesting that COMPANY does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of COMPANY, I certify under penalties of perjury that COMPANY does not use coercion for labor or services in accordance with Section 787.06. Additionally, COMPANY has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

**Monroe County BOCC**

**Contractor**

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

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

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

**EXHIBIT A**

<b>Service</b>	<b>Cost</b>
Weekly Regular Cleaning Services (1 cleaning per week)	\$650/month
Deep Cleaning Services (up to 2 yearly)	\$750 each