

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on **Wednesday, December 17, 2025, at 3:00 P.M.**, the Monroe County Purchasing Office will receive and open sealed responses for the following:

International Public Relations Agency for Monroe County Tourist Development Council

Pursuant to F.S. § 50.0211(3)(a), all published competitive solicitation notices can be viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from the County's electronic bidding platform at <https://monroecounty-fl.bonfirehub.com> **OR** www.monroecounty-fl.gov/BonfireBids. The Public Record is available upon request.

Monroe County Purchasing Department receives bids via the Bonfire electronic bidding platform. Please do not email, mail or attempt to deliver in person any sealed bids. Emailed/mailed/physically delivered bids/proposals/responses **WILL NOT** be accepted.

The Monroe County Purchasing Department hereby directs that bids be submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com>, no later than **3:00 P.M.** on **Wednesday, December 17, 2025**. There is no cost to the bidder to use the Bonfire platform.

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

The bid opening for this solicitation will be held virtually, via the internet, at **3:00 P.M.**, on **Wednesday, December 17, 2025**. You may call in by phone or internet using the following:

Join Zoom Meeting

<https://mcbocc.zoom.us/j/4509326156>

Meeting ID: 4509326156

One tap mobile:

+16465189805,,4509326156# US (New York)

+16699006833,,4509326156# US (San Jose)

Dial by your location:

+1 646 518 9805 US (New York)

+1 669 900 6833 US (San Jose)

**MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
REQUEST FOR COMPETITIVE
SOLICITATION**

**PROFESSIONAL INTERNATIONAL PUBLIC RELATIONS
SERVICES for MONROE COUNTY TOURIST
DEVELOPMENT COUNCIL**

MONROE COUNTY TDC

Diane Schmidt, Chairperson
George Fernandez, Vice Chairperson/Co-Treasurer
Mayor DeeDee Henriquez, Co-Treasurer
Mayor James Scholl
Council Member Robyn Still
Bobby Mongelli
Peg Laron
Patti Stanley
Rachel Oropeza

President & CEO of Visit Florida Keys (VFK)
Kara Franker

SVP, Public Relations
Heidi Barfels

All responses submitted to this solicitation should be submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com> no later than 3:00 P.M, Wednesday December 17.

Detailed instructions can be found in Section One of the Request for Competitive Solicitation.

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SECTION ONE
INSTRUCTION TO PROPOSERS

All respondents must use the current Competitive Solicitation Documents downloaded from the website <https://monroecounty-fl.bonfirehub.com>. Use of any other document may result in your submission being rejected at the sole discretion of the County.

1.01 DESCRIPTION

The Proposer awarded an Agreement shall provide Professional International Public Relations Services for the Monroe County Tourist Development Council (TDC). The Agreement will provide for the International Public Relations Agency to act as a Provider to the TDC that shall provide services as outlined within the Specifications in **Section Three** of this Competitive Solicitation.

1.02 COPIES OF DOCUMENTS

- A. Only complete sets of Competitive Solicitation 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 Documents may be obtained in the manner and at the location stated in the Notice of Request for Competitive Solicitations.

1.03 RESPONSE REQUIREMENTS

The Monroe County Purchasing Department receives bids via the Bonfire electronic bidding platform. Please do not mail or attempt to deliver in person any sealed bids. Emailed/Mailed/physically delivered bids/proposals/responses WILL NOT be accepted.

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Form and the bid amount entered in Bonfire, the bid amount listed in the “Proposal Form” provided by Monroe County in the RFP is the amount that will be utilized by the County when considering the bid proposal. The County reserves the right to waive any proposal/bid irregularity.

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Dial by your location:
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+1 669 900 6833 US (San Jose)

1.04 DISQUALIFICATION OF PROPOSERS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a Proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Proposers, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Proposals 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 Proposal on an agreement to provide any goods or services to a public entity, may not submit a Proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a Proposal in response to this competitive solicitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.

- D. **LOBBYING AND CONFLICT OF INTEREST CLAUSE SWORN STATEMENT:** Any proposal submitted a Proposal in response to this invitation to this competitive solicitation must execute the enclosed **LOBBYING AND CONFLICT OF INTEREST CLAUSE SWORN STATEMENT** and submit it with the Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.
- E. **PROPOSALS RECEIVED AFTER DEADLINE:** Any Proposal submitted after the Request for Competitive Solicitation deadline of **3:00 P.M. Wednesday December 17, 2025** will automatically be disqualified.
- F. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS:** 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 Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.
- G. **AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES:** Any Proposal submitted must include the enclosed Affidavit Attesting to Noncoercive Conduct for Labor or Services pursuant to F.S. 787.06(2)(a)

1.05 EXAMINATION OF REQUEST FOR COMPETITIVE SOLICITATION DOCUMENTS

- A. Each Proposer shall carefully examine the Request for Competitive Solicitation and other Agreement 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 Agreement. Ignorance on the part of the Proposer will in no way relieve him of the obligations and responsibilities assumed under the Agreement.
- B. Should a Proposer 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 Proposer as to the meaning of the Agreement documents. Any inquiry or request for interpretation received seven (7) or more business days prior to the date fixed for opening of responses will be answered. **Written questions should be emailed to AdminAsst@fla-keys.com.** Any interpretation, correction or change of the Bidding Documents will be accomplished by Addenda and if issued will be posted on Bonfire and a notification will be furnished by Bonfire to all known prospective bidders listed as planholders prior to the established opening date. Copies of Addenda will also be made available for inspection wherever Bidding Documents are on file for that purpose. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations and changes. Oral and other interpretations or clarifications will be without legal effect. Each Proposer shall acknowledge receipt of such addenda in the space provided in the response form attached to the Proposal document. In case any Proposer 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 Proposal documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before responses are opened.

All Proposals received will be reviewed by the Selection Committee. The Selection Committee will recommend a list of finalists to make an oral/visual presentation. If requested, the presentation will be made to the Selection Committee during a Zoom meeting on a date in the week of **January 12, 2026**. Finalists will be informed of the exact time of the presentation. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and individual members of the Selection Committee or the TDC Board. The Selection Committee will be comprised of one (1) TDC Board member, one (1) Visit Florida Keys staff member and one (1) member of the community. The respondent shall not lobby, solicit or act to influence the District Advisory Committees (DAC's) or any other Advisory Committees and/or the TDC board members in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the allocation of funding, or an award of contract as reviewed and approved by the County Attorney's office. Such action may lead to withdrawal of the proposal from consideration.**

1.07 GOVERNING LAWS AND REGULATIONS

The Proposer 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. Knowledge of occupational license requirements and obtaining such licenses for Monroe County and municipalities within Monroe County are the responsibility of the Proposer.

1.08 PREPARATION OF RESPONSES

Signature of the Proposer: The Proposer must sign the response forms in the space provided for the signature. If the Proposer 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 Agency name and the words “Member of the Agency” should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Proposal must be submitted. The Proposer shall state in the response the name and address of each person interested therein.

1.08.1 SUBMISSION OF RESPONSES

- A. Responses shall be submitted as indicated in the Notice of Competitive Solicitation. Please do not mail, email or attempt to deliver in person any sealed bids/proposals. Emailed or mailed/physically delivered bids/proposals/responses WILL NOT be accepted. Please be advised that it is the respondent’s sole responsibility to ensure the timely delivery of their bid/proposal via upload to Bonfire. Bonfire will not allow any Proposals to be uploaded after the time and date for receipt of Proposals. Proposals received after the time and date for receipt of Proposals will not be considered.

- B. The bid opening for this solicitation will be held virtually, via the internet, at **3:00 P.M., on Wednesday December 17, 2025.** You may call in by phone or internet using the following:
 - Join Zoom Meeting
 - <https://mcbocc.zoom.us/j/4509326156>
 - Meeting ID: 450 932 6156
 - One tap mobile
 - +16465189805,,4509326156# US (New York)
 - +16699006833,,4509326156# US (San Jose)
 - Dial by your location
 - +1 646 518 9805 US (New York)
 - +1 669 900 6833 US (San Jose)

- C. A public notice will be issued regarding the Selection Committee meeting and how to attend that meeting virtually.

- D. Emailed/mailed/faxed proposals shall be automatically rejected. It is the sole responsibility of each Respondent to ensure its proposal is timely received.

- E. Each Proposer shall submit with their Proposal the required evidence of their qualifications and experience.

Finalists will be notified in writing after the Selection Committee reviews and selects finalists to make presentations during the week of **January 12, 2026** via Zoom. Thereafter, the recommendation of the Selection Committee will be made to the TDC Board and will be submitted to the Board of County Commissioners. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and the TDC Board or the Selection Committee. The respondent shall not lobby, solicit or act to influence the District Advisory Committees (DAC's) or any other Advisory Committees and/or the TDC board members in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the allocation of funding, or an award of contract as reviewed and approved by the County Attorney's office. Such action may lead to withdrawal of the proposal from consideration.**

1.09 DETERMINATION OF SUCCESSFUL PROPOSER

Award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the TDC and County, taking into consideration the evaluation criteria set forth below:

**EVALUATION CRITERIA FORM
INTERNATIONAL PUBLIC RELATIONS SERVICES**

Total points earned are on a scale of 1 – 100 points (1 = lowest 100 = highest)

<p>1. Ability of Professional Agency Personnel:</p> <p>(a) Describe the qualifications and relevant international tourism public relations experience of the Account Manager and all key staff that are intended to be assigned to this project. Include resumes for the Account Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project. Describe the qualifications and relevant international tourism experience of the Account Manager and all key staff intended to be assigned to this project.</p> <p>(b) Include specific qualifications and experience as it relates to international public relations services for a tourism agency.</p>	<p>10 points</p>
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<p>(c) Provide an Organization Chart that demonstrates how the account will be managed.</p> <p>(d) Provide a description for how the Proposer can tap into additional resources or reassign staff not assigned to the TDC’s account to assist with large-scale projects or replace under-performing staff on the project.</p> <p>(e) Include qualifications and relevant experience of any proposed subconsultants.</p>	
<p>2. Project Approach: Scope of Work Management</p> <p>(a) Describe the Proposer’s methodology and approach to the scope of work, including international public relations, strategy development, media outreach, press trips, and reporting.</p> <p>(b) Provide description of the Proposer’s organization's services and specific account processes (e.g. Complete monthly billing with all appropriate back-up documents, including detailed time sheets, and detailed invoices, original line-item receipts, and comprehensive billing recap including projections through end of the fiscal year.)</p> <p>(a) Provide a description of how the Proposer manages workflow, assignment tracking, and project approvals.</p> <p>(b) Indicate the Proposer’s specific expertise in handling multiple campaigns for stakeholders in the destination.</p>	15 points
<p>3. Project Approach: Account Management</p> <p>(a) Describe the Proposer’s approach for handling account management of international public relations plans. Describe how activities will be tracked and reported.</p>	15 points

<p>(b) Identify how the Proposer will maintain accountability, responsiveness, and alignment with destination goals throughout the term of the contract.</p> <p>(c) Explain the proposed structure for onboarding, staff continuity, and issue resolution.</p>	
<p>4. Project Approach: Media Relations Strategy and Execution</p> <p>(a) Describe how the Proposer builds and maintains relationships with international media, influencers, and travel trade professionals.</p> <p>(b) Provide examples of proactive pitching strategies and how these have led to earned media placements for tourism destinations.</p> <p>(c) Explain how market-specific storytelling and content development will be tailored to each proposed region.</p>	5 points
<p>5. Past Performance: Evidence, Knowledge, and Experience</p> <p>(a) Describe Proposer’s experience on projects of similar nature, scope and duration, along with a description of satisfactory completion, both on time and within budget, for the past five (5) years.</p> <p>(b) Provide a minimum of three (3) projects with references and measurable outcomes.</p> <p>(c) Demonstrate knowledge of the international travel landscape and media environment in each proposed country.</p>	20 points
<p>6. Past Performance: Transparency & Integrity</p> <p>(a) Describe how the Proposer communicates with clients and values integrity, transparency and honesty.</p>	10 points

<p>7. Financial Ability to Provide Services</p> <p>(a) Submit most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of: i. Balance sheets, income statements and annual reports; or ii. Tax returns; or iii. SEC filings. If tax returns are submitted, ensure it does not include any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response.</p> <p>(b) A statement regarding the Proposer’s ability to respond to government purchase orders.</p> <p>(c) A statement outlining the procedures that will be used to issue invoices in the billing of services for the TDC.</p> <p>(d) Include Proposer’s Monthly Fee & Hourly Rate Card.</p>	<p>20 points</p>
<p>8. Conduct Business in Florida & Monroe County</p> <p>(a) Proposer must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.</p> <p>(b) Please provide proof of registration with the State of Florida, Division of Corporations. If an application is pending, please provide proof of said application and the status.</p> <p>(c) Please provide the location of the Proposer’s Office and how that may affect the delivery of services. Please Note that a Local Preference is intentionally not being considered for this RFP given the nature of the services.</p>	<p>5 points</p>

<p>9. Completion of Additional Information and Certifications</p> <p>Proposers are required to submit detailed information on their firm and certify to the below requirements. Failure to submit the following forms and information may result in disqualification.</p> <ul style="list-style-type: none"> (a) Response Form (b) Ethics Clause (c) Non-Collusion Affidavit (d) Drug-Free Workplace Certification (e) Public Entities Crimes Statement (f) Vendor Certification Regarding Scrutinized Companies List (g) Affidavit Attesting to Noncoercive Conduct for Labor or Services (h) Proof of Insurance Requirements (i) Litigation Check-List- Please ensure that information/answers are provided as requested as set forth in 1.19 below. (j) Proposer’s Monthly Fee & Hourly Rate Card 	<p>0 points Pass or Fail All required Forms must be attached.</p>
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1.10 CONTENT OF SUBMISSION

The proposal submitted in response to this Request for Competitive Solicitation shall be in PDF format; shall be clear and concise and provide the information requested herein. Responses shall be organized, and sections noted at top of page. Since oral presentations or demonstrations may not be solicited, the Proposer should not withhold any information from the written response. Each Proposer must submit adequate documentation to certify the Proposer’s compliance with the County’s requirements. Proposer should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer’s overall evaluation.

A. COVER PAGE

A cover page that states “**REQUEST FOR COMPETITIVE SOLICITATION- Professional International Public Relations Agency Services for Monroe County Tourist Development Council.**” The cover page should contain name, address, telephone number of Proposer, and the name of the Proposer’s contact individual or corporate officer authorized to execute agreements. Proposers may bid for any of the following: 1) Scope of Services, 2) Scope of Services and any Optional Services, or

3) any individual Optional Services. They should clearly state which services are included in their proposal on their cover page.

B. SECTIONS

Each section should be formatted in the order of the Evaluation Form provided.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents if modified by removing the existing proposal/response from Bonfire and uploading a new complete proposal. Modifications submitted in any other way will not be considered.

1.12 RESPONSIBILITY FOR RESPONSE

The Proposer is solely responsible for all costs of preparing and submitting the response, regardless of whether an Agreement award is made by the County.

1.13 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 Request for Competitive Solicitations. 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. Proposer or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL PROPOSER

Following the receipt of responses, the Selection Committee will meet in a publicly noticed meeting and evaluate the responses based on the criteria and point total above. 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 that 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 Proposers and the Agreement documents, may be rejected at the option of the County.

1.15 AWARD OF AGREEMENT

- a) If the award of an Agreement is annulled, the County may award the Agreement to another Proposer or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- b) An Agreement will be awarded to the highest ranked Proposer deemed to provide the services which are in the best interest of the County.
- c) The County reserves the right to award multiple contracts or separate contracts for portions of the work, waive any irregularity in any response, or to re-advertise for all or part of the work contemplated.
- d) The County also reserves the right to reject the response of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.
- e) The recommendations of the TDC will be presented to the Board of County Commissioners of Monroe County (BOCC), Florida, for final approval of Agreement.
- f) The Agreement may be awarded by the BOCC and/or VFK and a contract may be entered into between the County or Visit Florida Keys as determined by the BOCC.

1.16 EXECUTION OF AGREEMENT

The Proposer to whom an Agreement is awarded will be required to return to the County one (1) signed original Agreement together with the required certificates of insurance.

1.17 INSURANCE

The Proposer shall defend, indemnify and hold harmless the County as outlined on the attached form on page 41.

1.18 BID PROTEST

Any Bidder/Respondent/Proposer who claims to be adversely effected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County Attorney's Office within seventy-two (72) hours or three (3) business days, whichever is greater, after the posting of the notice of decision or intended decision on Bonfire or posting of the notice of decision or intended decision on the Monroe County Board of County Commissioners' ("BOCC") agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the County Attorney's Office seventy-two (72) hours or three (3) business days prior to the BOCC's meeting date in which the award of contract by the BOCC will be heard. The only opportunity to address protest claims is before the BOCC at the designated public meeting in which the agenda item

awarding the contract is heard. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The BOCC decision to award the contract is final and at their sole discretion. Failure to timely protest within the times and manner prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless the BOCC determines that it is in the best interest of the County to excuse the protest waiver. The filing of a protest shall not stop the solicitation, negotiations, or contract award process, unless it is determined that it is in the best interest of the County to do so.

1.19 LITIGATION & FINANCIAL INFORMATION CHECK-LIST

The Proposer must provide the following information:

- (1) A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- (2) A list of the officers and directors of the entity;
- (3) The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- (4) The number of years the person or entity has operated under its present name and any prior names;
- (5) A print out of the "Detail by Entity Name" screen from the Proposer's listing in www.sunbiz.org;
- (6) A copy of the Proposer's Annual Report that is submitted to the Florida Secretary of State.

B. The Proposer must provide answers to the following questions regarding claims and suits:

- (1) Has the person, principals, entity or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Yes or No. If yes, provide details.
- (2) Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? Yes or No. If yes, provide details.
- (3) Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to an Agreement for services similar to those requested in the specifications with private or public entities? Yes or No. If yes, provide details.

(4) Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with an Agreement to provide services, goods or construction services? Yes or No. If yes, provide details.

(5) Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation: Yes or No. If yes, provide details.

C. Proposer must provide the following:

(1) Customer references (minimum of three): provide customer contact name, email address, current phone number, brief project description, contract amount, contract duration.

(2) Credit references (minimum of three), including name, current address and current telephone number.

(3) Financial statements for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

SECTION TWO

GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other Agreement 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.

Request for Competitive Solicitation: This term includes Request for Proposal (RFP) and is a solicitation of responses for prices and terms for procurement of goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonable be closely defined by the county. Evaluation of a proposal is based upon prior established criteria which may include but may or may not be totally limited price.

Addenda: Additional directions or modifications issued during the procurement process provided via written or graphic instruments which clarify, correct or change the proposal documents or the Agreement documents.

Proposal Documents: The advertisement or Notice of Request for Competitive Solicitation, instructions and forms contained in this Request for Competitive Solicitations (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Public Entity Crime Statement, Drug Free Workplace) and the proposed Agreement documents (including all addenda issued prior to receipt of responses).

Proposer: a person or entity who submits a proposal/response.

Agreement Documents: The Proposal Documents, Agreement, Addenda (which pertain to the Agreement documents), the Proposer’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.

Compensation: Compensation will be discussed during finalist presentations and final decision made during Agreement negotiations.

Agreement Time: The Agreement shall be in force and binding on the County and the Agency for a period of three (3) years with an option for the County to renew for one additional two-year period.

Agency: Entity that is providing the Response and with whom the County may ultimately enter into an Agreement.

Contractor: The person, agency 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: Federal, state and local laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice to the apparent successful Proposer stating that upon compliance by the apparent successful Proposer with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the Agreement. The County reserves the right to award multiple contracts.

County: The Monroe County Board of Commissioners with whom the Agency has entered into the Agreement and for whom the work is to be provided.

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

Written Amendment: A written amendment of the Agreement documents, signed by the County and the Agency, 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 being rejected.

2.02 PROPOSER'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Proposer 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 Agreement documents.

2.02.2 Parts, Materials and Equipment

Unless otherwise specified in the Agreement, the Proposer 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 Taxes

The Proposer shall pay all sales, consumer, use and other similar taxes required to be paid by the Proposer in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. The County is not liable for sales or use taxes.

2.02.4 Compliance with Laws

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

SECTION THREE
SCOPE OF SERVICES
INTERNATIONAL PUBLIC RELATIONS AGENCY

The Monroe County Tourist Development Council (TDC) and Visit Florida Keys (VFK) invite agencies to respond to a Request for Proposal (RFP) for international public relations services. These services will support efforts to promote The Florida Keys & Key West as a premier global travel destination through proactive media outreach, relationship-building with journalists and influencers, and destination storytelling in key international markets. Support includes the overarching brand of Visit Florida Keys and micro brands designed to promote five (5) District Advisory Committees in Key West, Big Pine and the Lower Keys, Marathon, Islamorada and Key Largo, as well as niche travel under the umbrella categories of diving, fishing and cultural.

Countries and regions of interest include:

- Canada
- United Kingdom
- Ireland
- Germany
- Austria
- Switzerland
- Italy
- Benelux (Belgium, Netherlands, Luxembourg)
- Scandinavia (Denmark, Finland, Norway, Sweden)

Proposers may submit responses for any individual country, a combination of countries, or all regions listed above. The County reserves the right to award multiple contracts by country or region, or to award a single consolidated contract, based on what is most advantageous.

Proposers may bid on:

- 1) Scope of Services
- 2) Scope of Services and Optional Services

Proposers must clearly identify which countries and which services are included in their proposal on the cover page of their submission.

Managerial Approach

For all Services provided, Proposer will implement the following management approach at no additional cost to the TDC:

Proposer will ensure that the persons responsible for Proposer's performance of the Services under this Agreement and, to the extent applicable (collectively "Key

Personnel”), are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Proposer seeks or is required to make any change to the composition of the Key Personnel, Proposer will provide the TDC with thirty (30) days’ advance written notice (or as much advance notice as is possible if thirty (30) days’ notice is not possible) regarding such changes and the management plan associated with such changes. The TDC shall not be responsible for any additional costs associated with a change in Key Personnel.

Proposer will ensure an employee is identified and held accountable as the primary contact responsible for quality control and ensuring Services are delivered timely and in complete, accurate states. The designated primary contact is responsible for ensuring deliverables are presentable and meet TDC’s expectations, including but not limited to, containing features such as proper spelling and punctuation, appropriate photography and copy, and other aspects related to quality control and compliance with each Service. Proposer will further ensure a plan is in place to evaluate this person’s performance regularly, as requested by the Contract Administrator, and correct any situation related to quality control promptly.

Proposer will submit an onboarding plan including a timeline for approval by the Contract Administrator within 21 days after the Effective Date of the Agreement. The onboarding plan shall identify a timeline for media outreach, press releases, familiarization tours, media missions, event attendance and other activities necessary for a successful international public relations program.

Annually, Proposer will review and identify staff workflow for producing Services from concept to final acceptance.

Monthly Fee Services

Proposer shall provide the following Monthly Fee Services with accountability and justification to actual services performed. Proposer shall keep records reflecting the Monthly Fee Services performed, costs incurred, and the actual total hours worked by each of the employees or subcontractors on each specific Monthly Fee Service provided during the applicable billing period. Please provide a monthly fee & hourly rate card, as required in the evaluation criteria. Invoices will be payable for services rendered during the billing period, regardless of when media results are published. This is to recognize that editorial decisions at various publications are becoming more fluid, and writers often do not have control over the timeline of their story being published. Deliverables in-progress shall be documented in the monthly activity report.

Note: The TDC has attempted to estimate the percentage of Monthly Fee Services falling into each category set forth below; however, because the needs of the TDC differ monthly, actual usage in each category may vary and TDC makes no guarantee or commitment of any kind concerning actual usage. The selected vendor shall provide all Monthly Fee Services required by the TDC for the Monthly Fee.

The services include, but are not limited to:

- Strategic PR plan development per assigned country or region.
- Ongoing media relations and story pitching (minimum outreach benchmarks per market).
- Distribution of destination-focused press releases, video news releases and newsletters.
- Proactive media engagement and timely response handling.
- Coordination and support of group and individual press trips.
- Crisis communications and timely support, with a plan for staffing during weather or destination-impacting events.
- Development and execution of market-specific editorial partnerships and placements.
- Attendance and participation in international media and travel trade events, as approved.
- Monthly press clipping service and comprehensive activity report.

Communication & Reports

- Provide monthly progress reports with activity summaries, earned media coverage, impressions, and value.
- Submit regular market insights and trend updates from each represented region.
- Attend meetings (virtual or in-person) as requested and deliver updates on planned and completed activities.
- Provide a year-end performance summary highlighting accomplishments and recommendations for future successes.
- Submit invoices with appropriate back-up documentation, including time sheets, proof of press placements, or a timeline for placements, receipts, and year-to-date projections.
- Send timely updates and media coverage as it happens (real-time distribution when appropriate).
- Proposer shall provide such periodic reporting as may be requested by the Contract Administrator or delegated Project Manager.
- Monthly invoices shall follow Monroe County TDC's standard invoicing format and include a cover memo summarizing services performed, the invoice and PO reference, an itemized breakdown of work categories, and a single PDF packet containing a monthly status report, media coverage log, and any applicable press trip documentation or variance justifications. Invoices must demonstrate services rendered during the billing period, regardless of media publication timelines, and all supporting receipts must be in English and converted to USD at the applicable exchange rate.

Account Maintenance

- Delivery of all files (including, but not limited to written work, photography and videography) to TDC. *The TDC retains ownership of all assets.
- Maintain up-to-date media and influencer lists specific to each country or region served.
- Conduct regular status calls/meetings with internal public relations and/or marketing teams and partner agencies (social, public relations, and global representation firms) regarding all active projects and maintain highly responsive email and phone communications.
- Attend, create, produce, and participate in presentations to boards and committees, partners or other groups as requested and needed.
- Respond promptly to requests for support, translation, or amplification of destination messaging.
- Design and conduct quantitative and qualitative market research as necessary to conduct data-driven decision making and reports, as requested.
- Assist with integration of PR efforts into overall brand strategy and digital efforts.
- Provide support for public relations, website and sales staff both domestically and internationally.
- Crisis communications support as situation unfolds and continuing as needed.

Reimbursable Expenses

- If requested, Proposer may perform the following activities at actual cost without markup. Before completing the reimbursable activity, Proposer will provide the Contract Administrator with required documentation and a written estimate to secure a written Notice to Proceed.
- Press trip expenses (e.g., travel, lodging, meals for hosted media).
- Registration and travel for approved industry meetings, conferences and events.
- Translation services and localized content production.
- Out-of-pocket expenses for approved activations or campaigns.

- Travel costs and travel-related expenses. Travel-related expenses must adhere to Section 112.061, Florida Statutes.
- Mileage Reimbursement for approved travel will be dependent upon the primarily location(s) of the selected firm. All travel is subject to approval and must comply the amounts authorized by Section 112.061, Florida Statutes and in accordance with Monroe County Code Chapter 2, Art. III, Div 3 and Monroe County Travel Policies.
- Printing, shipping and handling, and distribution costs of collateral projects.
- Hardware, materials, shipping, and assembly cost of support materials
- Rental, purchase, or otherwise securing studio, venue, or location space for filming, activations, or other reasonable third-party costs associated with activities related to performing projects.
- Securing props, vehicles (rental), and other goods related to performing projects.
- Purchasing stock images, video footage, and other illustrations.
- Expenses related to hosting out-of-market activations, media missions, and press trips, in accordance with Section 125.0104, Florida Statutes.
- The following administrative costs are part of overhead and will not be reimbursed: (a) telephone/long distance; (b) color printouts (11x17 or smaller); and (c) Copies (color or black & white, 11x17 or smaller).

Optional Services

- Native-language social media account management.
- Influencer outreach and coordination.
- Website translation and content localization.
- Paid digital media, social media and native advertising in-market.
- Development of content assets such as articles, videos, newsletters, or podcasts.
- Support for media and consumer events (media missions, activations, etc.).
- E-mail marketing and list building in international markets.
- Travel trade representation and support.
- Meetings, incentives, conferences, and exhibitions (MICE) industry representation and support.
- Consumer, travel trade or MICE industry support for PR, Sales or digital efforts in additional countries.
- Sales representation.

A draft contract has been furnished in Section Four to help outline the possible services of a full-service agency of record to Monroe County. The Scope of Services may change before negotiating the final contract between the parties.

SECTION FOUR
DRAFT AGREEMENT

THIS AGREEMENT (Agreement), made and entered into this _____ day of _____, 2025, A.D., by and between Monroe County, Florida, (hereinafter called the County), and _____ (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, Contractor is uniquely qualified to provide professional advertising services which includes consulting advice relating to the Tourist Development Council (TDC) marketing and promotion of tourism, and

WHEREAS, a Request for Proposal (RFP) was issued in July of 2025 for International Public Relations services as outlined in the attached scope of services; and

WHEREAS, Contractor has been selected to provide advertising services as per the scope of services; and

WHEREAS, the TDC, an advisory board to the County's Board of County Commissioners (BOCC) has recommended to County that a new Agreement for advertising services be entered into with Contractor, and

WHEREAS, County desires to enter into this Agreement for international public relations services with the Contractor;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term: The term of this Agreement is for a period of approximately three (3) years beginning January 1, 2026 and expiring on September 30, 2029. The County shall have an option to extend the Agreement for one additional two (2) year period.

2. Scope of Services: The Contractor will serve as the agency for the Monroe County TDC and County as set forth in the Scope of Services-Attached hereto as **Attachment A-Scope of Services**. The Contractor and the international public relations programs are subject to review by the Monroe County TDC. Contractor acknowledges and understands that the relationship between County and Contractor is nonexclusive in nature and County may obtain services similar or identical to the Services from other individuals and entities.

a) Key Personnel: This Agreement is a Professional Service Agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC, VFK and County. A list of the principal personnel will be given to the TDC for their record, and the TDC shall be informed of any changes in Contractor's assigned personnel.

- b) If necessary, and at the request of the Visit Florida Keys (VFK) Chief Executive Officer (CEO), at least one Contractor representative shall be available, at any official meetings of the TDC, committee meetings, or at any other times as directed by the TDC.
- c) The Contractor agrees to assign an Account Manager who will devote such time and effort as necessary to the account on a priority basis, including emergency situations when required. Duties of the Account Manager or Contractor's assigned representative will include contact as required with the VFK CEO or other designees. Other duties include consultations with TDC staff, TDC Advisory Committees from the five districts and Umbrella Committees within the Florida Keys as directed by the TDC; and participation and coordination of other related areas of tourism development as it relates to the development of an effective international public relations services program to the TDC.
- d) Other duties include regular consultation visits throughout Monroe County; consultations with TDC Advisory Committees within the Keys, and interfacing with other agencies of record such as advertising, domestic public relations, social media and website providers as directed by the TDC; liaison with private sector resorts, attractions and other tourism-related fields in Monroe County, relating to the development of an effective international public relations program for the Florida Keys.
- e) Contractor shall formulate and recommend international public relations plans based on written objectives established within the TDC marketing plan and review on a regular basis. If necessary, contractor shall order media, paid social media or other means of media to be used, endeavoring to secure the most advantageous rates available, checking and verifying such media use, auditing and paying invoices to media.
- f) Contractor shall obtain written pre-approval on all international public relations projects, production and materials from VFK CEO or other designee.
- g) Contractor shall have all media and paid social media costs placed on purchase orders in a manner as directed by the TDC. All invoices shall have the proper purchase order number. No invoice will be paid unless account funds are available and if a purchase order is approved. No invoices will be paid outside the international public relations budget without TDC approval.
- h) Contractor shall negotiate fees in accordance with trade contracts to be more inclusive of total work and keep costs to a minimum.

3. Conflict Clients: Contractor will not perform any professional services during the Term for any other client if, in the opinion of the VFK CEO, the provision of such services would constitute a conflict of interest with regard to the Services to be performed hereunder. The VFK CEO may at any time during the Term review a list of Contractor's then-existing client accounts to determine whether, in the VFK CEO's sole opinion, any conflict of interest exists. Contractor will provide such list within twenty (20) days after any written request of the VFK CEO. Contractor will further advise the TDC of all potential new clients so that the TDC can determine whether a conflict of interest exists under this section.

4. Materials: All plans, details, work papers, and creative materials and other documents prepared or provided by Contractor in connection with the Services, other than materials constituting trade secrets under applicable law, shall become the property of TDC and shall be delivered upon completion and/or within twenty (20) days if request by the VFK CEO, without restriction or limitation as to use, promptly upon expiration, termination, or cancellation of this Agreement.

5. Compensation: Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approved purchase orders, as set forth in Attachment B- Monthly Fee and Rates. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the VFK CEO. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

6. Reimbursable Expenditures: The County shall reimburse the Contractor for all approved expenditures and payments made on the County's behalf subject to state and County rules and regulations as written in the Attachment. Travel, as approved, shall be reimbursed to the Contractor, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes and in accordance with Monroe County Code Chapter 2, Art. III, Div 3 and Monroe County Travel Policies.

A. will be dependent upon the primarily location(s) of the selected firm. All travel is subject to approval and must comply the amounts authorized by Section 112.061, Florida Statutes and in accordance with Monroe County Code Chapter 2, Art. III, Div 3 and Monroe County Travel Policies.

7. Competitive Procurement by Contractor for Goods and Services. Whether included in the monthly Flat Fee Services payment or as part of any reimbursable expense, Contractor shall obtain competing bids from unaffiliated and qualified third-party vendors for any services to be performed by a Subcontractor or outside vendor in compliance with the TDC's purchasing policies. If Contractor believes that a vendor other than the least low bid vendor should be selected to perform the work, Contractor shall provide written details regarding the selection process, the bids received from each vendor, and Contractor's justification for the request to select a vendor other than the low bid, and shall thereafter follow the instructions of the TDC CEO of which vendor to select.

8. Withholding by TDC: Notwithstanding any provision of this Agreement to the contrary, the TDC may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the applicable Contract Administrator or failure to comply with this Agreement. Any amounts withheld shall not be subject to payment of interest by County.

9. Invoices:

- 1) For its assumption and performances of the duties, obligations and responsibilities set forth herein, the Contractor must submit monthly invoices. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.
- 2) If the Contractor's duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the Contractor shall be equitably adjusted, either upward or downward.
- 3) As a condition precedent for any payment due under this Agreement, the Contractor shall submit monthly, unless otherwise agreed in writing by the TDC, a proper invoice requesting payment for services properly rendered and reimbursable expenses due hereunder. The Contractor's invoice shall describe with reasonable particularity the service rendered. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the TDC, County, or Monroe County Clerk of Court and Comptroller may require.
- 4) All invoices submitted by the Contractor to the TDC shall have the proper purchase order number and be marked as to which account is properly chargeable. To ensure Clerk's Office compliance and timely payment, standing out-of-pocket purchase orders will be established for recurring reimbursables.
- 5) The Contractor understands and agrees that in any project the Contractor will need to prepare and submit a budget for approval by the VFK CEO. This budget would include a breakdown of expenses by category and the name of each vendor or subcontractor proposed for each category.
- 6) No percentage will be added to Contractor charges for packaging, shipping, express mail, postage, telephone, legal fees and services and travel expenses for Contractor's personnel.
- 7) The County and the TDC assume no liability to fund this Agreement for an amount in excess of the amounts subject to the terms and conditions specified herein. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Contractor upon presentation of invoices, and other documentation necessary to support a claim for reimbursement. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners.

10. Contractor's Acceptance of Conditions: The Contractor hereby agrees to carefully examine the Scope of Services and assumes full responsibility therefore. Under no circumstances, conditions or situations shall this Agreement be more strongly construed against the County than against the Contractor.

- a) Any ambiguity or uncertainty in the Scope of Services shall be interpreted and construed by the County, and the County's decision shall be final and binding upon all parties.
- b) 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 Agreement. Failure on the part of the Contractor, immediately after Notice to Correct a default, 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 Agreement and/or his failure to comply strictly and in all things with this Agreement and with the specifications.
- c) 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.
- d) The Contractor warrants that it has, and shall maintain throughout the term of this Agreement, appropriate licenses and permits 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 permits shall be submitted to the County upon request.

11. Contractor's Financial Records and Right to Audit: Contractor shall maintain all books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. All financial records and receipts from international vendors must be submitted in English, with USD conversion provided at the exchange rate in effect at the time of transaction. 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 the 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, Florida Statute, running from the date the monies were paid to Contractor.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Scope of Services/Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as “County Clerk”) to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County’s or the County Clerk’s reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as “Records”) shall be open to inspection and subject to audit and/or reproduction by County’s representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Scope of Services/Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Scope of Services/Project. If any auditor employed by the Monroe County or County 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 Section 55.03, F.S., running from the date the monies were paid to Contractor. The *right to audit* provisions survives the termination or expiration of this Agreement.

12. 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. The 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 the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the 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.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT PHONE# 305-292-3470 PUBLICRECORDS@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

13. Hold Harmless: The Contractor covenants and agrees to indemnify and hold harmless the County 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 subcontractors 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.

14. Independent Contractor: At all times and for all purposes under this Agreement the Contractor is an Independent Contractor and not an employee of the 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 County.

15. 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 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 ss. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe 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.

16. 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 County and Contractor, which approval shall be subject to such conditions and provisions as the 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. Assignment of the Contract must be in writing with prior written approval of the County and Contractor.

17. 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 County to terminate this Agreement 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 Agreement.

18. 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 Agreement, 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 Agreement, 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 Contractor, 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.

19. Arrears: The Contractor shall not pledge the County’s credit or make it a guarantor of payment or surety for any agreement, 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 Agreement.

20. 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, return receipt requested, to the following:

FOR TDC: Kara Franker
Monroe County TDC
1201 White Street #102
Key West, FL 33040

FOR COUNTY: Christine Limbert-Barrows,
Assistant County Attorney
PO Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR: (insert)

21. 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 Agreement, 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.

22. Termination:

- a) The County may terminate this Agreement 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 Agreement.
- b) Either of the parties hereto may terminate this Agreement without cause by giving the other party ninety (90) days written notice of its intention to do so.
- c) For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has

been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

- d) For Contracts of \$1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

23. 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 agreements 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 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.
24. **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.
25. **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.
26. **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 are not for funding already provided under this Agreement.
27. **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.

28. 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.

29. Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms 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.

30. 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.

31. 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.

32. Insurance: The Contractor 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 Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance
- OR
- * A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement. All Insurance policies must specify that they have a thirty (30) day notice of cancellation, non-renewal, material change in policy language or reduction in coverage. The acceptance and/or approval of the Contractor’s insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this Agreement or imposed by law. The Monroe County BOCC, its employees and officials shall be included as an “Additional Insured” on all insurance policies, except for Workers’ Compensation, as their interests may appear in all policies issued to satisfy these requirements.

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

- a) Prior to the commencement of work governed by this Agreement, the Contractor shall obtain Workers’ Compensation Insurance with limits sufficient to comply with Florida Statute 440. In addition, the Contractor shall obtain Employers’ Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each Employee

Coverage shall be maintained throughout the entire term of this Agreement. Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

- b) Prior to the commencement of work governed by this Agreement, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket Contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 per Occurrence and \$1,000,000 Aggregate

If split limits are provided, the minimum limits acceptable shall be:

- \$ 500,000 per Person
- \$1,000,000 per Occurrence
- \$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

- c) Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the Agreement, Professional Liability Insurance, which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement.

The minimum limits of liability shall be: \$300,000 per Occurrence/\$500,000 Aggregate.

- d). Professional Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 aggregate.

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.

33. Uncontrollable Circumstances: 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 Scope of Services/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 Scope of Services/Project; (d) government order or law in the geographic area of the Scope of Services/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 Scope of Services/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 7 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.

34. E-Verify: Effective January 1, 2021: In accordance with F.S. 448.095, Contractor shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility 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 employment eligibility of all new employees hired by the subcontractor during the Contract term.

35. 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.

36. 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.

37. Force Majeure: The Contractor shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or other acts of God, Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the agreement. Upon demand of TDC or County, the Contractor must furnish evidence of the causes of such delay or failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

(To be filled out by Contractor)

(Organization)

By _____
President

Print Name

Date

AND TWO WITNESSES

(1) _____

(2) _____

(1) _____
Print Name

(2) _____
Print Name

Date: _____

Date: _____

CRISIS MANAGEMENT PLAN/CASE STUDY ANALYSIS

In an effort to provide uninterrupted service to The Florida Keys & Key West during a hurricane emergency or other unforeseeable catastrophic event, Firm has established a standard plan of action.

The specific plan of the chosen Respondent will be inserted under this Exhibit A.

Attachment A- Scope of Services- To be inserted in Final Agreement.

Attachment B- Monthly Fee and Rates- to Be inserted in Final Agreement.

SECTION FIVE
INSURANCE REQUIREMENTS AND
RESPONSE FORMS REQUIRED BY MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
AGREEMENT ADMINISTRATION MANUAL

Indemnification and Hold Harmless
for
Other Contractors and Subcontractors

The Agency 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 Agency or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Agency or its Subcontractors in any tier, their employees or agents.

In the event the completion of the scope of services/project (to include the work of others) is delayed or suspended as a result of the Agency's failure to purchase or maintain the required insurance, the Agency shall indemnify the County from any and all increased expenses resulting from such delay.

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

RESPONSE FORM

RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

I acknowledge receipt of Addenda No.(s) _____

I have included:

- Proposal _____ Ethics Clause _____
- Non-Collusion Affidavit _____ Drug Free Workplace Form _____
- Public Entity Crime Statement _____
- Vendor Certification Regarding Scrutinized
Companies List _____
- Affidavit Attesting to Noncoercive Conduct for Labor and Services _____
- Litigation Check List _____

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

(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:

I am _____ of the Agency of _____ the Proposer making the Proposal for the project described in the Notice of Request for Competitive Solicitations for: _____ and that I executed the said Proposal with full authority to do so; and

1. The prices in this Proposal 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 Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and
4. 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 agreements for said project.

(Signature of Proposer)

(Date)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on _____ (Date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

ETHICS CLAUSE

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

_____ 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 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.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on _____ (Date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My commission expires: _____

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publishes 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. Informs 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. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection 1.04.
4. In the statement specified in Subsection 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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. Imposes 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. Makes 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 Agency complies fully with the above requirements.

Proposer’s Signature

Date

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

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 CONTRACTOR 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.”

I have read the above and state that neither _____ (Respondent’s name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): _____

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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 Petroleum Energy Sector 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 Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" 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 Petroleum Energy Sector 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 Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

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

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

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an “X” will be required in the event an award is made to your firm.

WORKERS’ COMPENSATION
AND
EMPLOYERS’ LIABILITY

	<u>X</u>	Workers’ Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, Policy Limits/Bodily Injury by Disease each employee
WC1	<u>X</u>	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	_____	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	_____	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	_____	US Longshoremen & Harbor Workers Act	\$1,000,000
WCJA	_____	Federal Jones Act	\$1,000,000

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premise Operation
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	_____	\$300,000 Combined Single Limit
GL2	_____	\$500,000 Combined Single Limit
GL3	x _____	\$1,000,000 Combined Single Limit
GL4	_____	\$2,000,000 Combined Single Limit
GL5	_____	\$3,000,000 Combined Single Limit
GL6	_____	\$4,000,000 Combined Single Limit
GL7	_____	\$5,000,000 Combined Single Limit

Required Endorsements:

GLLIQ	_____	Liquor Liability
GLS	_____	Security Services

All endorsements are required to have the same limits as the basic policy.

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-Owned and Hired Vehicles

Required Limits:

VL1	_____	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage Or \$100,000 Combined Single Limit (The use of VLI should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	_____	\$200,000 per Person; \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
VL3	_____	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	_____	\$5,000,000 Combined Single Limit

Miscellaneous Coverages

BR1	_____	Builders Risk	Limits equal to the Full Replacement Value of the completed project.
CLI	_____	Cyber Liability	\$1,000,000
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment
PRO	X _____	Professional Liability	\$300,000 per Occurrence \$ 500,000 Agg.
PRO2	_____		\$500,000 per Occurrence/\$1,000,000 Agg.
PRO3	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL1	_____	Pollution Liability	\$ 500,000 per Occurrence/\$(,000,000 Agg.
POL2	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL3	_____		\$3,000,000 per Occurrence/\$6,000,000 Agg.
POL4	_____		\$5,000,000 per Occurrence/\$10,000,000 Agg.
EDt	_____	Employee Dishonesty	\$ 10,000
ED2	_____		\$100,000
GK1	_____	Garage Keepers	\$ 300,000 (\$ 25,000 per Vehicle)
GK2	_____		\$ 500,000 (\$100,000 per Vehicle)

GK3	_____		\$1,000,000 (\$250,000 per Vehicle)
MED1	_____	Medical Professional	\$300,000/\$750,000 Agg.
MED2	_____		\$500,000/\$1,000,000 Agg.
MED3	_____		\$1,000,000/\$3,000,000 Agg.
MED4	_____		\$5,000,000/\$10,000,000 Agg.
IF	_____	Installation Floater	Maximus value of Equipment Installed
ASB	_____	Asbestos Abatement	\$2,000,000
MRL	_____	Mold Remediation	\$1,000,000
LBP	_____	Lead Based Paint Abatement	\$1,000,000
MLL	_____	Media Legal Liability	\$1,000,000
VLP1	_____	Hazardous Cargo Transporter	\$300,000 (Requires MCS-90)
VLP2	_____		\$500,000 (Requires MCS-90)
VLP3	_____		\$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's possession
HKL1	_____	Hanger Keepers Liability	\$300,000
HKL2	_____		\$500,000
HKL3	_____		\$1,000,000
HKL4	_____		\$5,000,000
AIR1	_____	Aircraft Liability	\$1,000,000
AIR2	_____		\$5,000,000
AIR3	_____		\$50,000,000
AEO1	_____	Architects Errors & Omissions	\$250,000 per Occurrence/\$500,000 Agg
AEO2	_____		\$500,000 per Occurrence/\$1,000,000 Agg
AEO3	_____		\$1,000,000 per Occurrence/\$3,000,000 Agg.
AEO4	_____		\$300,000,000 per Occurrence/\$5,000,000 Agg.
ARP	_____	All Risk Property	Full Replacement Value of Structure
EOJ	_____	Engineers Errors & Omissions	\$250,000 per Occurrence/\$500,000 Agg.
EO2	_____		\$500,000 per Occurrence/\$1,000,000 Agg.
EO3	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
EO4	_____		\$5,000,000 per Occurrence/\$10,000,000 Agg.
WL1	_____	Water Craft Liability	\$500,000 per Occurrence
WL2	_____		\$1,000,000 per Occurrence

BIDDERS ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Bidder's Name and Title

Signature

Company Name: _____