

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on February 27, 2008 at 3:00 P.M. at the Monroe County Purchasing Office, the Board of County Commissioners of Monroe County, Florida, will open sealed proposals for the following:

**VISITOR PROFILE SURVEY AGENCY FOR
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
RFP-TDC-_____ -PUR/CV**

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com OR <http://www.co.monroecounty-fl.gov/pages/msd/bids.htm> or call toll-free at 1-800-711-1712. The Public Record is available at the Purchasing Office located at the Gato Building, 1100 Simonton Street, Key West, FL 33040. All questions should be directed to the Administrative Office of the Tourist Development Council by phoning (305) 296-1552. Any addenda to this Request for Proposals (RFP) shall be distributed to vendors on the list of Demandstar distributees for this RFP.

Respondents must submit **two (2) signed originals and thirteen (13) complete copies of the proposal** in a sealed envelope clearly marked on the outside, with the Proposer's name and "**Sealed Proposal for Request for Proposals for Visitor Profile Survey Agency for Monroe County Tourist Development Council**" addressed to:

**Monroe County Purchasing Office
1100 Simonton Street, Room 1-213
Key West, FL 33040
Phone: (305) 292-4466
Fax: (305) 292-4465**

All proposals must be received by the County Purchasing Office before 3:00 P.M. on February 27, 2008. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Hand delivered Proposals may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will not guarantee specific time delivery to Key West, Florida. It is the sole responsibility of each Proposer to ensure its proposal is received in a timely fashion.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

All submissions must remain valid for a period of ninety (90) days from the date of the deadline for submission stated above. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3)(d), Florida Statute (1997). Monroe County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

The recommendation, including a contract, will be presented to the Board of County Commissioners of Monroe County, Florida, for final awarding or otherwise in the best interest of the County. The Board reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals; and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the County.

Dated at Key West this ____ day of January, 2008.

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**SECTION ONE
INSTRUCTION TO RESPONDENTS**

1.01 DESCRIPTION

The Respondent awarded a Contract shall provide Visitor Profile Survey Services for the Monroe County Tourist Development Council (TDC). The Contract will provide for the Visitor Profile Surveys that develop a profile of our visitors, by season, in terms of demographics, visitor origin, and type of visitor to Monroe County. The agency selected shall provide services as outlined within Specifications in section III of this Request for Proposal (RFP).

1.02 COPIES OF PROPOSAL DOCUMENTS

- A. Only complete sets of Proposal 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 Proposal Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposals.

1.03 PROPOSAL REQUIREMENTS

The two (2) original responses, marked "Original" and thirteen (13) copies marked "Copy" [fifteen (15) complete packages] of the Proposal must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

- 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 Respondents, 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 a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract 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 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.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.
- D. **PROPOSALS RECEIVED AFTER DEADLINE:** Any Proposal submitted after the RFP deadline of February 27, 2008 at 3:00 p.m. will automatically be disqualified.

1.05 EXAMINATION OF RFP DOCUMENTS

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

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

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the Contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All answers, changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established Proposal opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form attached to the Proposal document. In case any Respondent 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 Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

Written portions of all Proposals become the property of the Monroe County TDC upon receipt and will not be returned to Respondent. The Monroe County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

All Proposals received will be reviewed by the Monroe County TDC Administrative Staff. **The recommendation of the TDC Marketing Director will be presented to the TDC Board at a regularly scheduled meeting.**

1.07 GOVERNING LAWS AND REGULATIONS

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

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the FIRM name and the words "Member of the FIRM" should be written beneath such signature. If the Respondent 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 Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

- A. Two (2) signed originals and thirteen (13) copies of each response shall be submitted. No waivers shall be allowed for responses that have not been submitted to the COUNTY Purchasing Department by 3:00 p.m. on the deadline date.
- B. The response shall be submitted in a sealed envelope, which shall be marked **Proposal for TDC Visitor Profile Survey Agency** and the name of the Respondent. If forwarded by mail or courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposals, and preferably by certified mail, receipt requested; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposals.

- C. Each Respondent shall submit with its Proposal the required evidence of their qualifications and experience.
- D. Upon selection by the TDC, negotiations will proceed with the first selected applicant. If no contract can be agreed upon, county and TDC may negotiate with the second or the third selected firm.

1.10 CONTENT OF SUBMISSION

The bid submitted in response to this RFP shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The proposal shall be bound and tabbed. Statements submitted without the required information will not be considered. Proposals shall be organized as indicated below. The bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested.

We advise that prior to completing the Proposal, the Respondent should review the Specifications and Specific Conditions referred to in Section III of this RFP to ensure the capability to handle the Scope of Services required by the Monroe County TDC.

The Proposal should be set up as follows:

A. Cover Page

A cover page that states "**REQUEST FOR PROPOSALS FOR VISITOR PROFILE SURVEY SERVICES**." The cover page should contain name, address, telephone number of Respondent that is authorized to do business in the State of Florida, and the name of the Respondent's contact individual or corporate officer authorized to execute Contracts.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Respondent should provide a brief description of the Respondent's agency, date of establishment, ownership, organizational structure, and mission statement.

Respondent should provide a brief narrative self-analysis of its strengths and how each will impact the performance of the Contract based on the scope of services.

Also include the following information:

1. A list of the entity's shareholders with five (5) 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; if unincorporated and not a partnership, the name(s) of owners.
2. A list of the officers and directors of the entity;
3. The number of years the entity has been operating and, if different, the number of years it has been providing the services, goods, or survey services called for in the RFP;

4. The number of years the entity has operated under its present name and any prior names;
5. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the Respondent was an officer, general partner, 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 bids.

Tab 2. References

Each Respondent shall provide references for which the Respondent has provided the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

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

Tab 3. Account Information

Respondent shall provide the following information:

- a) List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- b) For any current governmental accounts, list and describe the services rendered.
- c) List and briefly describe accounts relative to the travel and tourism industry.

Tab 4. Financial Statements, Accounting and Bookkeeping Procedures

Respondent shall submit a financial statement and company account for all revenues and expenses related to the provision of services under this Contract pursuant to generally accepted accounting principles. Respondent shall provide the following:

- a) A set of financial statements (cash flow, income and expenditure, balance sheet), preferably with an audit opinion, for each of the two most recent fiscal years;
- b) A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant;
- c) A statement regarding the Respondent's ability to respond to government purchase orders; and
- d) A statement outlining the procedures normally used to issue invoices in the billing of services for the TDC.

Tab 5. Staff Information

- a) Respondent shall include a list of the proposed staff positions, and describe each of their qualifications and experience, that will be dedicated to the account if awarded this contract. The listing shall include any staff who shall provide services that are included in the scope of services. List the number and type of minorities, using the Federal definitions, included in the staff.

Tab 6. Service Capability to Monroe County

- a) Describe agency administrative facilities;
- b) Provide agency website address for review;
- c) Provide information of location of the closest office available to Monroe County TDC administrative office. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Monroe County or otherwise propose an anticipated method of servicing the account;
- d) Provide copies of documentation showing authorization to do business in the State of Florida.

Tab 7. Compensation

a) List the amount of compensation fee to perform the scope of services on an annual basis:

Annual Fee: \$ _____

Tab 9. Pending Litigation

Answer to the following questions regarding claims and suits:

- a. Has the Respondent ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
- b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the bidder, or its officers or general partners? (If yes, provide details.)
- c. Has the Respondent, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods, or construction services similar to those requested in the RFP? (If yes, the Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.)
- d. Has the bidder ever initiated litigation against the county or been sued by the County in connection with a contract to provide services, goods, or construction services? (If yes, provide details.)

Tab 10. COUNTY Proposal forms

Respondent shall complete and execute the Proposal forms specified below and found at the designated pages in this RFP, and shall include them in the section tabbed 10:

	Pages
Response Form	21
Non-Collusion Affidavit	22
Ethics Clause	23
Drug Free Workplace	24

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

Tab 11. Other Information

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

Tab 12. Request for Proposal Checklist

Please review and complete the Request for Proposal Checklist (page 25) included in this RFP. Those applicants not submitting all items requested will automatically be disqualified.

1.11 MODIFICATION OF RESPONSES

- A. Written Modification will be accepted from Respondent only if addressed to the entity and address indicated in the notice of calling for Proposals and received prior to Proposal due date and time, and marked "**Modification to Visitor Profile Survey RFP**".

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a Contract 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 entities names read aloud at the appointed time and place stated in the Notice of Calling for Proposals. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondent or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

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 contain Modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the Contract documents, may be rejected at the option of the COUNTY.

1.15 AWARD OF CONTRACT

- A. If the award of a Contract is annulled, the COUNTY may award the Contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the COUNTY decides.
- B. A Contract will be awarded to the Respondent deemed to provide the services that are in the best interest of the COUNTY.
- C. The COUNTY also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete Contracts of a similar nature on time.
- D. The recommendations of the TDC, will be presented to the Board of County Commissioners of Monroe County, Florida, for final approval of Contract.

1.16 EXECUTION OF CONTRACT

The Respondent to whom a Contract is awarded will be required to return to the COUNTY five (5) executed counterparts of the prescribed Contract together with the required certificates of insurance.

1.17 INSURANCE

The Respondent shall defend, indemnify and hold harmless the COUNTY as outlined on the attached form identified as TCS1. Other insurance specific to contract services may be required and a draft outline of insurance requirements are written within the sample contract in section IV of this RFP.

**SECTION TWO
GENERAL TERMS AND CONDITIONS**

2.01 DEFINITIONS

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

RFP – Abbreviation for Request for Proposal.

Addenda - Written or graphic instruments issued prior to the opening of proposals which clarify, correct, or change the Proposal documents or the Contract documents.

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

Contract Documents - The proposal documents, agreement, addenda (which pertain to the Contract documents), the Respondent'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 Contract, these General Conditions, together with all amendments, Modifications, and supplements.

Compensation - Compensation will be discussed and finalized during Contract negotiations.

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

TDC – Abbreviation for the Monroe County Tourist Development Council.

FIRM – Entity with whom the COUNTY enters into a Contract.

Contractor - The person, FIRM, or corporation with whom the COUNTY has entered into the Contract.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract 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 Respondent stating that upon compliance by the apparent successful Respondent with the conditions precedent enumerated therein, within the time specified, the COUNTY will sign and deliver the Contract.

COUNTY - The Monroe County Board of Commissioners with whom the FIRM has entered into the Contract and for whom the work is to be provided.

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

Written Amendment - A written amendment of the Contract documents, signed by the COUNTY and the FIRM on or after the effective date of the Contract.

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

2.02 RESPONDENT'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

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

2.02.2 Parts, Materials, and Equipment

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

2.02.4 Compliance with Laws

The Respondent shall comply with all applicable laws and regulations of Federal, State and local governments.

SECTION THREE

SPECIFICATIONS, SPECIFIC CONDITIONS VISITOR PROFILE SURVEY SERVICES

The Visitor Profile Survey agency services shall include, but not be limited to, the following:

1. Survey Design – Develop survey instrument according to TDC requirements, restricting the number of questions so that the interview can be completed in a 3-5 minute time frame. Said instrument may have up to five variations to include district specific questions. Pretest questionnaire to ensure validity of response and timing requirements.
2. Field Set Up – Identify key locations for interview sites. Negotiate site permissions, where applicable, with business. Develop a rotation plan for the locations selected, to provide alternates to unproductive sites as well as to broaden the reach of the field interviewing crew. Recruit interviewers from local labor pool from various locations in the Keys. Instruct interviewers in respondent selection techniques to be used, qualification criteria, and survey instrument administration. Supervise interviewers in the field.
3. Data Collection – Develop project schedule to provide a guide for interview completion. Conduct intercept interviews with visitors at selected locations throughout the five regions of Monroe county (Key Largo, Islamorada, Marathon, Lower Keys, and Key West). Achieve a quota of 250 completed interviews (approximately 50 per month) in each region during each season, for a total interview base of 3,000 per year. Rotate schedule so that all days of the week are covered and a variety of visitors are interviewed.
4. Data Cleaning and Input – Review each questionnaire for completeness and legibility. Input survey responses in a spreadsheet, or otherwise negotiated, format and deliver to TDC monthly survey data via diskette or e-mailed file, in a format compatible with TDC's computer software. Data must be delivered within 60 days following the collection month.
5. **REPORTS:** The Agency shall provide to TDC Administrative Office, 1201 White Street, Suite 102, Key West, Florida, reports and documentation of results of services. Reports shall show, at a minimum:
 - Monthly survey data via diskette or e-mailed file, in a format compatible with TDC's computer software.
 - All completed questionnaires and other hard copy from field work.
6. The TDC reserves the right to request revisions of the survey instrument on a per annum basis.

The Scope of Services may change before negotiating the final contract between the parties.

SECTION FOUR SAMPLE CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2008, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and _____, hereinafter referred to as FIRM.

WITNESSETH

WHEREAS, FIRM is qualified to provide Visitor Profile Survey Services; and

WHEREAS, the Monroe County Tourist Development Council (TDC) has recommended this contract be entered into provide services, and;

WHEREAS, the COUNTY wishes to enter into this Agreement for services with the FIRM,

NOW THEREFORE, the parties hereto agree to the following terms and conditions:

1. **TERM:** The term of this Agreement is for a period of three years commencing **June 1, 2008** and terminating on **May 31, 2011** subject to Section 10 herein.

2. **SERVICES:** In consideration of the base monthly contractual amount, the FIRM shall provide the following services on behalf of the Florida Keys & Key West:

A. Survey Design – Develop survey instrument according to TDC requirements, restricting the number of questions so that the interview can be completed in a 3-5 minute time frame. Said instrument may have up to five variations to include district specific questions. Pretest questionnaire to ensure validity of response and timing requirements.

B. Field Set Up – Identify key locations for interview sites. Negotiate site permissions, where applicable, with business. Develop a rotation plan for the locations selected, to provide alternates to unproductive sites as well as to broaden the reach of the field interviewing crew. Recruit interviewers from local labor pool from various locations in the Keys. Instruct interviewers in respondent selection techniques to be used, qualification criteria, and survey instrument administration. Supervise interviewers in the field.

C. Data Collection – Develop project schedule to provide a guide for interview completion. Conduct intercept interviews with visitors at selected locations throughout the five regions of Monroe county (Key Largo, Islamorada, Marathon, Lower Keys, and Key West). Achieve a quota of 250 completed interviews (approximately 50 per month) in each region during each season, for a total interview base of 3,000 per year. Rotate schedule so that all days of the week are covered and a variety of visitors are interviewed.

D. Data Cleaning and Input – Review each questionnaire for completeness and legibility. Input survey responses in a spreadsheet, or otherwise negotiated, format and deliver to TDC monthly survey data via diskette or e-mailed file, in a format compatible with TDC's computer software. Data must be delivered within 60 days following the collection month.

3. **REPORTS:** The FIRM shall provide to TDC Administrative Office, 1201 White Street, Suite 102, Key West, Florida, reports and documentation of results of services. Reports shall show, at a minimum:

Monthly survey data via diskette or e-mailed file, in a format compatible with TDC's computer software.

All completed questionnaires and other hard copy from field work.

The TDC reserves the right to request revisions of the survey instrument on a per annum basis.

4. **COMPENSATION:** The FIRM's annual fee shall be \$_____, with an additional amount of no more than \$_____ per year for approved expenses. Miscellaneous expenses may include travel, lodging,

printing, mailing, couriers, postage, Respondent incentives (if required), etc. Miscellaneous expenses must be approved in advance and billed separately. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Reimbursement for travel, lodging, or other expenses will be made only upon presentation of photocopies showing actual amounts expended, and will be paid only in accordance with section 112.061, Florida Statutes.

5. **BILLINGS:** The FIRM shall submit to the TDC Administrative Office an initial billing for 25% (\$_____) each contract year, due upon receipt of the project design document and survey instrument, followed by 12 equal monthly billings of \$_____ for contract services, and up to \$_____ per month for all other approved charges incurred during the previous month for which payment is due from the COUNTY as authorized under this Agreement. The COUNTY shall be responsible for payment of all authorized fees and costs due to the FIRM while this Agreement is in force which fees and costs are described and limited in paragraph 4. Said payments shall be sent by mail by COUNTY directly to (Insert name and address of agency).

6. **LICENSES AND QUALIFICATION:** The FIRM warrants that it is qualified to perform the services under this agreement and holds any licenses necessary for same.

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

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

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

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

8. **INSURANCE:** The agency shall maintain the following required insurance throughout the entire term of the contract 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 agency to maintain the required insurance shall not extend any deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for agency's failure to maintain the required insurance.

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

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

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

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

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

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

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

A. Prior to the commencement of work governed by this contract the agency shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the agency 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 the contract.

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 contract, the agency shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract 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 Combined Single Limit (CSL)

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 contract. 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. The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

9. **APPROVALS AND CHANGES OF SPECIFICATIONS OF SERVICES:** The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in process, in which event the TDC's directions shall be immediately implemented. However, nothing in this Agreement shall be construed as requiring the FIRM to violate any contractual commitments to vendors contracted on TDC's behalf. All contractual commitments to contracted vendors require the TDC's prior written approval. The COUNTY shall only be liable for charges approved in writing prior to the FIRM's entering into such contractual commitment. Within ten (10) days following award of a contract pursuant to this RFP, the FIRM may elect to re-negotiate the cost of deliverables under the revised specifications.

The performance of all services between FIRM as described and otherwise provided under this Agreement will be in full cooperation with and under the direct supervision of the TDC. Whenever approval is required from the TDC, said approval shall be in writing from the TDC Administrative Director or a designee, according to TDC policy.

10. **TERMINATION; RENEWAL:** Either party shall have the right to cancel this Agreement at its sole discretion upon sixty (60) days written notice to the other party. FIRM shall deliver to TDC and COUNTY all papers and other materials related to the work performed under this Agreement upon termination thereof. County shall pay FIRM only for such reimbursable expenses authorized prior to termination. If, for any reason, funds are not appropriated in any fiscal year, FIRM will be given fifteen (15) days notice of termination, and FIRM will not be required to continue services or produce deliverables after the termination date.

This agreement may be extended for an **additional two (2) years under the same terms and conditions**, upon the mutual consent of the parties, and provided the COUNTY provides FIRM prior written notice of its election of this option no later than thirty days before this agreement expires.

11. **DISCLOSURE OF FINANCIAL INTERESTS:** The FIRM agrees to disclose any existing financial interest in its business by its suppliers or providers utilized in fulfillment of this Agreement and shall disclose said interests as they may arise from time to time.

12. **APPLICABLE LAW; VENUE:** This Agreement shall be governed by and construed according to the laws of the State of Florida and all actions brought under or pursuant to this Agreement shall be brought in a court of competent jurisdiction in Monroe County, Florida.

13. **ENTIRE AGREEMENT AMENDMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing and signed by both the COUNTY and FIRM.

14. **LAWS AND REGULATIONS:** It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

15. **TAXES:** The Board of County Commissioners and TDC are exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 03000 210354.

16. **FINANCE CHARGES:** The COUNTY and TDC, shall not be responsible for any finance charges.

17. **ASSIGNMENT:** The FIRM shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, of his or its power to execute such contract to any person, company or corporation without prior consent of the COUNTY.

18. **OWNERSHIP:** All work performed under the Agreement shall be the property of the TDC and COUNTY, for whatever use and/or disposition the TDC and COUNTY may deem appropriate. Such property shall include: a) all plans, documents and recommendations; b) All manuscripts, copy, graphics, and videotapes. The TDC and COUNTY shall have the full right to reproduce and/or use any products derived from the contractor's work under the Agreement without payment of any royalties, or fees. No reproduction of said property shall be made by FIRM or any other entity for purposes of resale.

19. **COMPLIANCE WITH LAWS - NONDISCRIMINATION:** The firm shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds or race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

20 **NOTICE:** Whenever notice is required by this Agreement to be give to either party, said notice shall be delivered to:

For County: Ms. Lynda Stuart
Monroe County TDC
1201 White Street, Suite 102
Key West, FL 33040

For FIRM:

21. **SEVERABILITY:** If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. The FIRM agrees to furnish the TDC with copies of bids of subcontractors.

23. **ETHICS CLAUSE:** The FIRM warrants that no person has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the Monroe County government or the TDC has any interest, financially or otherwise, in the FIRM or its subcontractors.

24. **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 an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest

(Insert name of Agency)

By. _____
Secretary

By _____
President

Print Name

Print Name

Date: _____

Date: _____

OR TWO WITNESSES

(1) _____

(2) _____

(1) _____
Print Name

(2) _____
Print Name

Date: _____

Date: _____

SECTION FIVE
INSURANCE REQUIREMENTS MONROE COUNTY , FLORIDA

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

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

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

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

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

**SECTION SIX
RESPONSE/PROPOSAL FORMS**

RESPONSE FORM

RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 1-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No.(s) _____

I have included:

the Proposal _____ Ethics Clause _____
the Non-Collusion Affidavit _____ Drug Free Workplace Form _____

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

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

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

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

1. I am _____

of the FIRM of _____

the Respondent making the Proposal for the project described in the Notice for Calling for Proposals for:

and that I executed the said Proposal with full authority to do so:

2. 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 Respondent or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this Respondent have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to Proposal opening, directly or indirectly, to any other Respondent or to any competitor; and
4. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding Contracts for said project.

(Signature of Respondent)

(Date)

STATE OF: _____

COUNTY OF: _____

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

NOTARY PUBLIC

My Commission Expires: _____

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

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 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).
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 FIRM complies fully with the above requirements.

Respondent's Signature

Date

REQUEST FOR PROPOSAL CHECKLIST

Please ensure that all items have been checked before submitting request for Proposal. Submit this checklist as the last page of your proposal.

- Cover Page
- Tabbed Sections:
- Tab 1. Narrative Self-Analysis
- Tab 2. References
- Tab 3. Account Information
- Tab 4. Financial Statements, Accounting and bookkeeping procedures
- Tab 5. Staff Information
- Tab 6. Service capability to Monroe County
- Tab 8. Compensation
- Tab 9. Pending Litigation
- Tab 10. COUNTY Proposal Forms
- Tab 11. Other Information