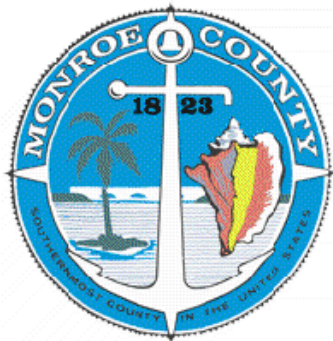


**MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR SERVICES
FOR
OLD PLANTATION KEY COURTHOUSE
STOREFRONT DOOR/WINDOW
REPLACEMENT**



BOARD OF COUNTY COMMISSIONERS

Mayor Michelle Lincoln, District 2
Mayor Pro Tem David Rice, District 4
Craig Cates, District 1
James K. Scholl, District 3
Holly Merrill Raschein, District 5

COUNTY ADMINISTRATOR
Christine Hurley

Clerk of the Circuit Court
Kevin Madok

Facilities Management Director
William DeSantis

September 2026

PREPARED BY:
Monroe County Facilities Management Department

Monroe County Facilities Management

General Scope of Work: The Contractor shall provide all labor, materials, equipment, supervision, permits, and incidentals necessary to remove and replace the existing aluminum storefront window wall and entrance doors at the Plantation Key Community Center.

Job Name: OLD PLANTATION KEY COURTHOUSE STOREFRONT DOOR/WINDOW REPLACEMENT

Job Location: Old Plantation Key Courthouse, High Point Road, Tavernier, FL 33070

Contact: Chris Robinson

Robinson-Chris@monroecounty-fl.gov
(305) 295-4338

****Non – Mandatory Prebid Walkthrough****

Thursday, September 24, 2026, at 1:00pm

Old Plantation Key Courthouse
53 High Point Road
Tavernier, FL 33070

NOTICE OF REQUEST FOR SERVICES

NOTICE IS HEREBY GIVEN that **Monday, September 28, 2026, at 3:00 P.M.** is the deadline for the Monroe County Department of Facilities Management to receive quotes for the following:

Old Plantation Key Courthouse Storefront Door/Window Replacement Monroe County, Florida

Requirements for submission may be found on 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.

The Monroe County Department of Facilities Management receives quotes via the Bonfire electronic bidding platform. Please do not email, mail, or attempt to deliver in person any quotes. Emailed/mailed/physically delivered quotes/proposals/responses WILL NOT be accepted.

The Monroe County Department of Facilities Management hereby directs that quotes be submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com>

fl.bonfirehub.com, no later than **Monday, September 28, 2026, at 3:00 P.M.** There is no cost to the respondent to use the Bonfire platform.

PROJECT OVERVIEW
PROJECT INTENT AND SCOPE
GENERAL REQUIREMENTS

1. Project Overview

- A. The County shall enter into a contract with a qualified Contractor to provide all services needed for removal and replacement of the existing aluminum storefront window wall and entrance doors at the Plantation Key Community Center, a/k/a Old Plantation Key Courthouse, in Plantation Key, Florida (“Project”).

The term of this contract shall commence **within Ten (10) calendar days** after the date of approval by Monroe County and issuance to the undersigned by the Owner of a Purchase Order, Task Order, or other oral or verbal communication to proceed with the Project. Any oral communication shall be followed up with a written email or other documentation to confirm the oral conversation. Once commenced, the undersigned shall diligently continue performance until completion of the Project. The undersigned shall accomplish Final Completion of the Project **by Monday, November 16, 2026.**

The Contractor shall be required to secure and pay for all required permits, engineering fees, and approvals to perform the work which may include Monroe County Building Department, Islamorada, Village of Islands Building Department and any other permitting or regulatory agencies, if applicable. The Contractor shall include those permit fees, engineering costs, and construction costs as a part of the Contractor’s bid.

- B. The Monroe County Purchasing Department hereby directs bids be submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com>, **no later than Monday, September 28, 2026, at 3:00 P.M.**
- C. All Quotes must state they will be good for one hundred twenty (120) calendar days from submittal due date.
- D. Contractors shall promptly notify the Director of the Department of Facilities Management in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Contract Documents or of the site and local conditions.

- E. Contractors requiring clarification or interpretation of the Contract Documents shall submit their questions in writing to the Director of the Department of Facilities Management no later than ten (10) business days prior to the date for receipt of Quotes. Any answer, interpretation, correction or change of the Contract Documents will be accomplished by Addenda. Copies of Addenda will be made available for inspection at the County's electronic bidding platform at <https://monroecounty-fl.bonfirehub.com> OR www.monroecounty-fl.gov/BonfireBids. Interpretations, corrections, or changes of the Contract Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Oral and other interpretations or clarifications will be without legal effect.

2. Project Intent and Scope

A. Existing Conditions

The existing storefront glazing system and entrance doors shall be completely removed and legally disposed of by the Contractor.

The existing opening is approximately 119 inches in width by 95 inches in height. These dimensions are approximate and are provided for reference only. The Contractor is responsible for field-verifying all measurements prior to fabrication and installation.

B. Scope of Work:

General Instructions

The Contractor shall:

- 1) Verify all quantities prior to bidding to provide a complete replacement.
- 2) Verify all existing dimensions prior to ordering materials.
- 3) Coordinate work to minimize disruption to operations.
- 4) Protect adjacent finishes and building components during construction.
- 5) Contractor shall supply all of the materials and hardware needed to complete the project and properly dispose of debris.
- 6) Demolish and properly dispose of existing storefront doors and windows.
- 7) Install all products in accordance with the manufacturer's written instructions and applicable building codes.
- 8) Adjust all doors, closers, panic hardware, locks, and weatherstripping to ensure smooth operation and proper latching.

- 9) Remove all construction debris daily and leave the work area clean upon completion.
- 10) Repair any damage caused by the installation at no additional cost to Monroe County.
- 11) Upon completion, the Contractor shall demonstrate that all doors, locks, panic hardware, closers, and glazing systems are fully operational and functioning as intended. Any deficiencies identified during final inspection shall be corrected prior to final acceptance.
- 12) The Contractor shall provide the manufacturer's standard warranty on all materials and a minimum one (1) year warranty on workmanship commencing on the date of final acceptance by Monroe County.

New Storefront System

The Contractor shall provide the following Scope of Work and provide all labor, services, and materials for a new commercial-grade aluminum storefront system meeting the following minimum requirements:

- 1) Clear anodized aluminum finish.
- 2) New storefront framing and glazing system sized to fit the existing opening.
- 3) Impact-resistant safety glazing meeting all applicable Florida Building Code requirements.
- 4) Glazing shall comply with current Florida Building Code requirements for wind-borne debris regions and shall be approved for installation in Monroe County.
- 5) Aluminum framing and glazing systems shall meet or exceed the required design wind loads applicable to the project location.
- 6) All glazing shall be properly sealed, weatherproofed, and installed in accordance with the manufacturer's written recommendations.
- 7) Storefront system shall be securely anchored to the existing structure.
- 8) Provide all sealants, flashing, fasteners, and accessories required for a complete, weather-tight installation.

Entrance Doors

Provide and install one (1) new pair of aluminum-framed outswing entrance doors integrated into the storefront system. The door assembly shall include:

- 1) Double outswing doors.
- 2) Right-hand door shall be the active leaf.
- 3) Left-hand door shall be the inactive leaf and remain secured under normal operating conditions.
- 4) The inactive door shall be equipped with concealed top and bottom flush bolts or other approved hardware that allows the inactive leaf to be opened when needed.
- 5) There shall be no fixed center mullion, security bar, or other permanent obstruction between the two doors that would prevent the full opening from being utilized during emergency egress or special events.
- 6) Doors shall be equipped with:
 - a) 2-point locking system (2P-lock).
 - b) Pull "C" handle.
 - c) Interior panic exit device.
 - d) Door closers.
 - e) Hinges.
 - f) Threshold.
 - g) Weatherstripping.
 - h) All additional hardware required for complete and fully functional installation.

Shop Drawings and Product Data

Prior to fabrication, the Contractor shall submit shop drawings, product data, manufacturer's specifications, and applicable Florida Product Approvals or Miami-Dade Notices of Acceptance (NOAs), if applicable, for review and approval by Monroe County. Fabrication shall not begin until submittals have been reviewed.

3. General Requirements

- A. The Contractor shall coordinate all activities with the Monroe County Facilities Management Department.
- B. The Contractor is required to provide protection for all existing surfaces including, but not limited to:

- 1) Existing fixtures
- 2) Personal Items
- 3) Floors
- 4) Vehicles and Personal Property
- 5) Landscaping

C. The Contractor shall ensure that all non-exempt employees for this effort are compensated in accordance with all State and Local Laws.

D. The Contractor shall load, haul, and properly dispose of all construction debris and materials.

E. The Contractor shall provide and maintain appropriate (OSHA required) construction warning signs and barriers.

F. The Contractor shall furnish all required work site safety equipment.

G. The Contractor shall furnish and maintain on-site material safety data sheets (MSDS) for all materials used in the construction.

H. Construction work times shall be limited to: Monday - Friday 7:30 AM - 4:30 PM.

I. All materials must be approved by submittal before commencement of work.

J. The Contractor shall provide a lump sum price by **Monday, September 28, 2026, at 3:00 P.M.**, as noted herein.

K. The Contractor needs to be aware of the weather and location and plan accordingly.

L. The Contractor needs to be aware of the facility, its residents, and staff with unusual schedules and plan accordingly.

M. The Contractor shall provide a schedule for all phases of the project.

N. The Contractor shall coordinate all activities with concurrent site work being performed, if any.

O. Insurance Requirements:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 Bodily Injury by Accident

	\$500,000 Bodily Injury by Disease, policy limits
	\$100,000 Bodily Injury by Disease, each employee
General Liability	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Vehicle: (Owned, non-owned, and hired vehicles)	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Builders Risk	Not Required
Construction Bond	Not Required

The **Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040**, shall be named as Certificate Holder and Additional Insured on General Liability and Vehicle policies. A “Sample” Certificate of Insurance is attached, which may not be reflective of the insurance amounts required for this project, but is provided for “informational purposes” only.

- P. The Contractor is required to have all current licenses necessary to perform the work and shall submit the Contractor’s License and Monroe County Business Tax Receipt along with its Proposal. If the Contractor is not a current registered Monroe County Vendor, then it shall also submit a properly completed and executed W-9 Form.
- Q. **INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE.** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the Contractor shall defend, indemnify and hold the County and the County’s elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (a) any activity of the Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (b) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of the Contractor or any of its employees, agents, sub-contractors or other invitees, or (c) the Contractor’s default in respect of any of the obligations that it undertakes under

the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than the Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in Subparagraph 3(O.), herein. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

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

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

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the County's sovereign immunity.

- R. **NON-COLLUSION.** By signing this proposal, the undersigned swears, according to law on his/her oath, and under penalty of perjury, that their firm executes this proposal with prices arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor. Unless otherwise required by law, the prices which have been quoted in this 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. 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. The statements contained in this paragraph are true and correct and made with the full knowledge that Monroe County relies upon the truth of the statements contained in this paragraph in awarding contracts for this project.
- S. **EMPLOYMENT OR RETENTION OF FORMER COUNTY OFFICERS OR EMPLOYEES.** By signing this proposal, the undersigned warrants that he/she/it

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

- T. **CODE OF ETHICS.** The 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.
- U. **DRUG-FREE WORKPLACE.** By signing this proposal, the undersigned certifies that the Contractor complies fully with, and in accordance with Florida Statute, Section 287.087, the requirements as follows:
- 1) It will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
 - 2) It will inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3) It will give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
 - 4) In the statement specified in Subsection 1, it will notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 5) It will impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted.

- 6) It will make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

V. ADDITIONAL CONTRACT PROVISIONS

1) Nondiscrimination/Equal Employment Opportunity.

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

2) Termination Provisions.

- a) In the event that the Contractor shall be found to be negligent in any aspect of service, the County shall have the right to terminate this agreement after five (5) days' written notification to the Contractor.

- b) Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days' written notice of its intention to do so.
- c) Termination for Cause and Remedies: In the event of breach of any contract terms, the County retains the right to terminate this Agreement. The County may also terminate this agreement for cause with Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the County shall provide Contractor with five (5) calendar days' written notice and provide the Contractor with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the County terminates this agreement with the Contractor, County shall pay Contractor the sum due the Contractor under this agreement prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract; however, the County reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to Contractor shall not in any event exceed the spending cap in this Agreement. In addition, the County reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.
- d) Termination for Convenience: The County may terminate this Agreement for convenience, at any time, upon seven (7) days' written notice to Contractor. If the County terminates this agreement with the Contractor, County shall pay Contractor the sum due the Contractor under this agreement prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract. The maximum amount due to Contractor shall not exceed the spending cap in this Agreement. In addition, the County reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Article IX, Section 2-721 et al. of the Monroe County Code.
- e) Scrutinized Companies:
For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Subsection 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 Subsection 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Subsection 287.135(4), Florida Statutes, are met.

3) Maintenance of Records.

The Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this agreement or in accordance with the State of Florida retention schedules (<https://dos.fl.gov/library-archives/records-management/general-records-schedules/>), whichever is greater. Each party to this Agreement or its 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 seven (7) years following the termination of this Agreement.

4) Right to Audit.

Availability of Records. The records of the parties to this Agreement relating to the 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 Owner 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 Owner'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 Owner's representative and/or agents of Owner or the County Clerk. Owner 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. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If

any auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Florida Statutes, running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination or expiration of this Agreement.

5) Payment of Fees / Invoices.

The County shall pay pursuant to the Florida Local Government Prompt Payment Act (Section 218.70, Florida Statutes) upon receipt of a Proper Invoice from the Contractor. Payments due and unpaid under the Contract shall bear interest pursuant to the Florida Local Government Prompt Payment Act.

The Contractor is to submit to the County invoices with supporting documentation that are acceptable to the County Clerk. Acceptability to the County Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the County Clerk's disbursement of funds. **Invoices shall be submitted to Monroe County Facilities Maintenance Department, via email at fac-cm@monroecounty-fl.gov.**

The County is exempt from sales and use taxes. A copy of the tax exemption certificate will be provided upon request.

Final payment shall be made by the County, as the Owner, to the Contractor when the Contract has been fully performed by the Contractor and the work has been accepted by the County.

6) Public Records Compliance.

The 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 Section 119.0701, Florida Statutes and the terms and conditions of this contract, the Contractor is required to:

- a) Keep and maintain public records that would be required by the County to perform the service.
- b) Upon request 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.
- c) Ensure that public records that are exempt or confidential and exempt from the 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.
- d) 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.
- e) 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: MONROE COUNTY ATTORNEY'S OFFICE, 530 WHITEHEAD STREET, SUITE 101, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

7) E-Verify System.

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

- a) A public agency, Bidder, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes shall terminate the contract with the person or entity.
- b) A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the Bidder otherwise complied with this subsection, shall promptly notify the Bidder and order the Bidder to immediately terminate the contract with the subcontractor.
- c) A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a Bidder under this paragraph, the Bidder may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A Bidder is liable for any additional costs incurred by a public agency as a result of the termination of a contract.”

8) Notice Requirement.

Any written notices or correspondence given pursuant to this contract shall be sent by United States Mail, certified, return receipt requested, postage prepared, or by courier with proof of delivery. Notice is deemed received by the Contractor when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice shall be sent to the following persons:

For Contractor:

For Owner:

Facilities Management Department
Attention: William DeSantis
123 Overseas Highway
Key West, Florida 33040

And

Monroe County Attorney's Office
530 Whitehead Street
Suite 101
Key West, Florida 33040

9) Uncontrollable Circumstance.

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, a "Uncontrollable Circumstance"). The 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 seven (7) days of any

event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, or as soon as possible after such Uncontrollable Circumstance has occurred if reasonably anticipated, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order or Amendment for such reasonable time as the Owners Representative may determine.

10) Adjudication of Disputes or Disagreements.

The County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Subsection 3(V)(1) [Nondiscrimination], Subsection 3(V)(2) [Termination], Subsection 3(V)(6) [Public Records Compliance] or Subsection 3(V)(7) [E-Verify], concerning termination or cancellation.

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PROPOSAL FORM

PROPOSAL TO: Monroe County Facilities Management - submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com>,

PROPOSAL FROM:

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

OLD PLANTATION KEY COURTHOUSE STOREFRONT DOOR/WINDOW REPLACEMENT

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he/she/it has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he/she understands the conditions under which the Work is to be performed. The proposer shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

The undersigned agrees to commence performance of this Project within **Ten (10) calendar days** after the date of issuance to the undersigned by Owner of a Purchase Order, Task Order, or other oral or verbal communication to proceed with this Project. Once commenced, the undersigned shall diligently continue performance until completion of the Project. The undersigned shall accomplish Final Completion of the Project by **Monday, November 16, 2026**.

The Base Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Base Proposal- words) Dollars.

\$ _____
(Total Base Proposal – numbers) Dollars.

I acknowledge Alternates as follows: N/A

I acknowledge receipt of Addenda No.(s) or None

No. ____ Dated _____

No. ____ Dated _____

In addition, Proposer states that he/she/it has provided or will provide the County, along with this Proposal, a certified copy of Contractor's License, Monroe County Business Tax Receipt, and Certificate of Insurance showing the minimum insurance requirements for this project.

Execution by the Contractor must be by a person with authority to bind the entity.

By signing this agreement below, the Contractor has read and accepts the terms and conditions set forth by the Monroe County General Requirements for Construction found at the link on the Monroe County web page: <http://fl-monroecounty.civicplus.com/Bids.aspx?CatID=18>; AND accepts all of the terms and conditions and all Federal required contract provisions herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Contractor: _____

Mailing Address: _____

Phone Number: _____

E.I.N.: _____

Email: _____

Date: _____ Signed: _____

Name Title

Contractor's Witness signature: _____

Witness name: _____

Date: _____

The County accepts the above proposal:

MONROE COUNTY, FLORIDA

By: County Administrator or Designee

Date: _____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 9/17/2026

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 proposer 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 proposer or with any competitor; and
3. 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; and
4. 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
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 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: _____ (SEAL)

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

“ _____ ”
(Company)

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

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____, 20____ (date) by _____
(name of affiant). He/She is personally known to me or has produced _____ as identification.
(Type of identification)

NOTARY PUBLIC

My commission expires: _____

(SEAL)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute, Sec. 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 requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for 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.

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

(SEAL)

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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

I have read the above and state that neither _____
(Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (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 the _____ day of _____, 20____, by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: _____

NOTARY PUBLIC

(SEAL)

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 Terrorism Sectors List which were created pursuant to Section 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 Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

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 Terrorism Sectors List or been engaged in business operations in Cuba or Syria.

Vendor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Monroe County for goods or services.

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 non-governmental 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: _____

FOREIGN ENTITIES AFFIDAVIT SECTION 287.138, FLORIDA STATUTES

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

- a. I am _____ of the firm of _____ (“Entity”), the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
- b. The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- c. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- d. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- e. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- f. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes);
- g. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- h. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
- i. 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)

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: _____

INSURANCE REQUIREMENTS AND FORMS

MONROE COUNTY, FLORIDA RISK MANAGEMENT POLICY AND PROCEDURES

General Insurance Requirements For Other Contractors, Subcontractors and Professional Services

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

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

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

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

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

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

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

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

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

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

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

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PROPOSER’S INSURANCE AND INDEMNIFICATION STATEMENT INSURANCE REQUIREMENTS

Workers’ Compensation Employers Liability	Statutory Limits \$100,000/\$500,000/\$100,000 Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
General Liability	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Vehicle (Owned, non-owned, and hired vehicles)	\$200,000 per Person \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
Builders Risk	Not Required
Construction Bond	Not Required

The Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040, shall be named as Certificate Holder and Additional Insured on General Liability and Vehicle policies.

INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the County and the County’s elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor’s default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this

contract shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in Paragraph 3.O. herein. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

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

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

PROPOSER'S STATEMENT

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

PROPOSER

Signature

INSURANCE AGENT'S STATEMENT

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

POLICY

DEDUCTIBLES

Liability policies are _____ Occurrence

_____ Claims Made

Insurance Agency

Signature

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor:

Project or Service:

Contractor/Vendor
Address & Phone:

General Scope of Work:

Reason for Waiver or _____
Modification: _____

Policies Waiver or
Modification will apply to:

Signature of Contractor/Vendor:

Date: _____ Approved _____ Not Approved _____

Risk Management Signature: _____

Date: _____

County Administrator appeal:

Approved: ____ Not Approved: _____

Date: _____

Board of County Commissioners' Appeal:

Approved: ____ Not Approved: _____

Meeting Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASSURE LLC 1931 Manatee Ave W Bradenton, FL 34205	CONTACT NAME Mandy Elmore	
	PHONE (A/C No. Ext.) (941) 739-5121 FAX (A/C No.) (941) 739-5608	
	E-MAIL ADDRESS mandy@assureflorida.com	
INSURED This should be your name as it appears on the contact.	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AmGUARD Insurance Co	42390
	INSURER B: Normandy Insurance Co	13012
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			BABP050054	09/11/19	09/11/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER						
A	AUTOMOBILE LIABILITY ☒ ANYAUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS			BAAU057988	09/11/19	09/11/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			BAUM005209	09/11/19	09/11/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTIONS						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	NHFL0118182020	04/05/20	04/05/21	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

Monroe County BOCC is listed as additional insured to the General Liability and Automobile Liability policy.

If additional insured boxes not checked, MC listed under the description of operations (as above) is acceptable.

CERTIFICATE HOLDER

CANCELLATION

Monroe County BOCC
1100 Simonton St.
Key Wet FL. 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate Holder should be exactly as it appears above.

AUTHORIZED REPRESENTATIVE

Mandy Elmore

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