

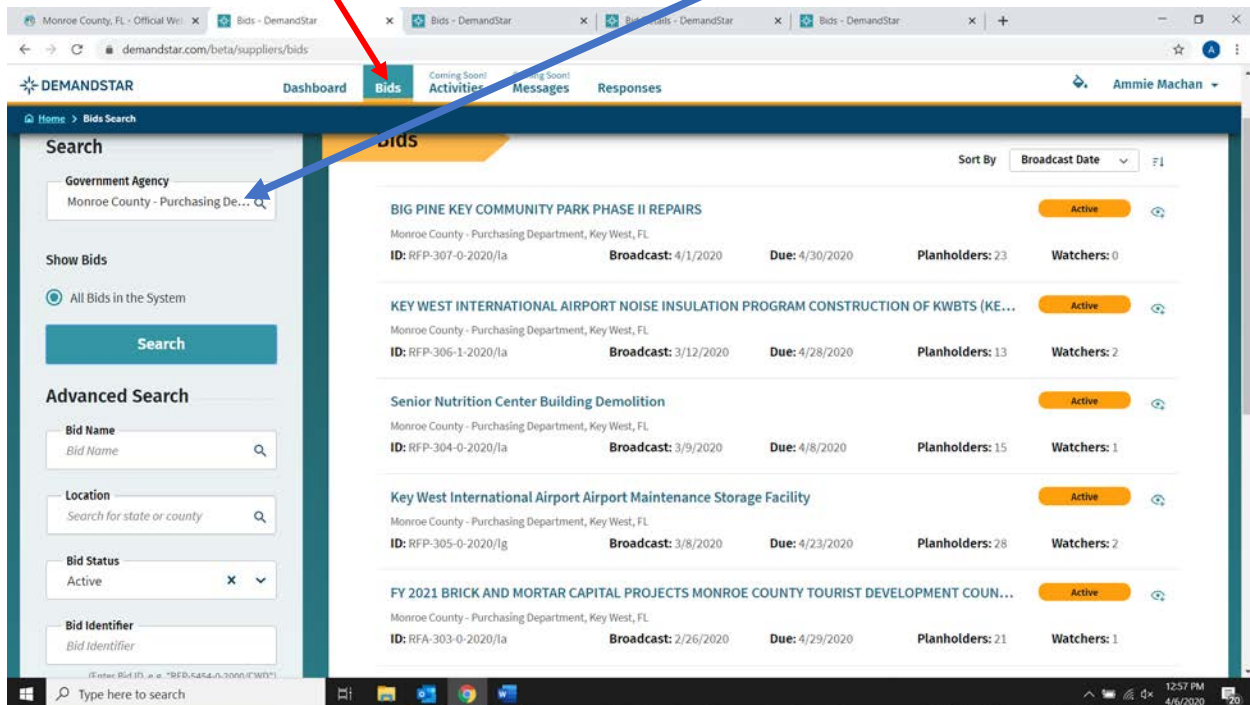
FY 2022 CAPITAL FUNDING APPLICATION

- YOU WILL BE FILLING OUT AN APPLICATION FOR CAPITAL PROJECT FUNDING FOR DISTRICT I; II; III; IV or V
- **BEFORE DOWNLOADING** AND FILLING OUT AN APPLICATION WE RECOMMEND THAT YOU CALL THE TDC ADMINISTRATIVE OFFICE AT (305) 296-1552 TO DISCUSS YOUR PROJECT AND ENSURE IT IS A PERMISSIBLE EXPENDITURE
- PER COUNTY POLICY, APPLICATIONS MUST BE DOWNLOADED FROM DEMANDSTAR BY ONVIA AT WWW.DEMANDSTAR.COM OR WWW.MONROECOUNTYBIDS.COM – SEE ATTACHED FOR INSTRUCTIONS
- YOU WILL BE REQUIRED TO CREATE A **FREE** ACCOUNT BY PROVIDING YOUR NAME, ADDRESS, TELEPHONE NUMBER AND FAX NUMBER.
- AGENCY NAME: MONROE COUNTY - PURCHASING OFFICE
- THERE WILL BE A CHARGE TO DOWNLOAD THE APPLICATION (**CURRENTLY \$5 – CREDIT/DEBIT CARDS MAY BE USED OR YOU CAN MAIL A CHECK WHICH WILL TAKE 3-5 DAYS TO CLEAR. THEY WILL ONLY MAIL YOUR APPLICATION AFTER THE CHECK HAS CLEARED**).
- AFTER DOWNLOADING AND REVIEWING THE APPLICATION, IF YOU NEED FURTHER ASSISTANCE IN HOW TO ANSWER SOME OF THE QUESTIONS, PLEASE FEEL FREE TO **CALL AMMIE MACHAN OR MAXINE PACINI** AT THE TDC ADMINISTRATIVE OFFICE: TELEPHONE: (305) 296-1552.
- **DEADLINE** FOR RECEIPT OF APPLICATIONS IS **APRIL 27, 2021** NO LATER THAN 5:00 P.M. AT THE MONROE COUNTY PURCHASING DEPARTMENT – SEE APPLICATION FOR DETAILS – APPLICATIONS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE ACCEPTED. ONLY APPLICATIONS SENT ELECTRONICALLY VIA THE INSTRUCTIONS PROVIDED WITHIN THE APPLICATION WILL BE ACCEPTED.

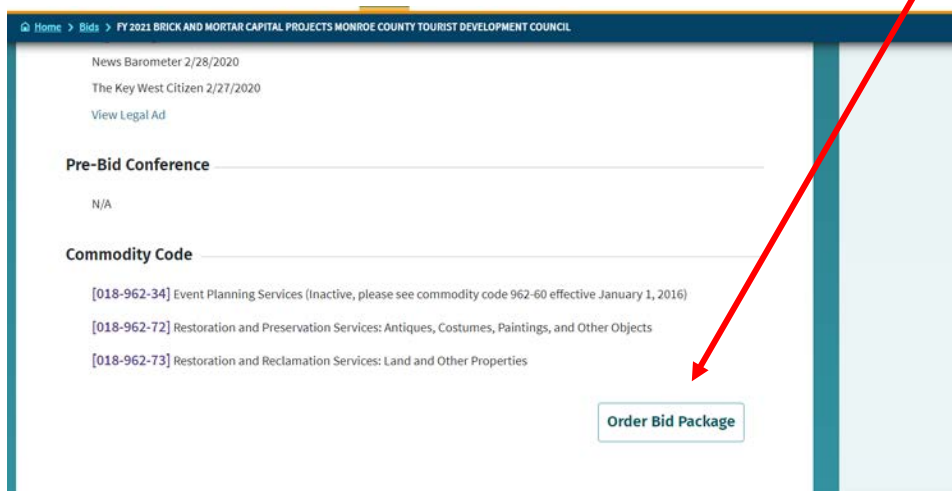
How to access Applications on new updated Demandstar Website

Once you have created and/or logged into your Free Demandstar account:

- Select “Bids” and Enter “Monroe County – Purchasing Department” under Government Agency and select “Search”



- One you have located the bid/application you are searching for on the right-hand side of the screen – click on the bid name to open it and scroll to bottom of page to “Order Bid Package”



- There is a \$5 fee for downloading the bid/application. Select “Place Order” and follow steps to enter payment information and download the bid/application:

Home > Bids > FY 2021 BRICK AND MORTAR CAPITAL PROJE... > Purchase

Review Your Order

Billing Address
2507 Linda Ave
Key West, United States of America
Florida, 33040
[Change](#)

Payment Method
Choose a Payment Method
[Change](#)

Request Bid Package

Agency Name	Monroe County - Purchasing Department
Bid Name	FY 2021 BRICK AND MORTAR CAPITAL PROJECTS MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
Bid Status	Active

You will be charged a nominal fee of \$5.00. Once you purchase this Bid Package by using Place Order option there will be no cost for subsequent document downloads associated with this Bid.

Order Summary

Order Total	\$5.00
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[Place Order](#)
[Cancel](#)

CAPITAL PROJECT SCHEDULE

FY 2022

TDC APPROVAL TO ADVERTISE:	February 9, 2021
BOCC APPROVAL TO ADVERTISE:	February 17, 2021
NOTICES SENT TO INTERESTED PERSONS BOCC approval)	February 9, 2021 (noting pending
ADVERTISE RFP:	February 22, 2021
DAC WORKSHOPS:	February 23 rd and 24 th , 2021
65 DAYS	

DEADLINE:	April 27, 2021
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DAC DEADLINE:	June 11, 2021
DAC APPROVAL:	June 22 nd and 23 rd , 2021
TDC APPROVAL:	July 20, 2021

BOCC APPROVAL AFTER OCTOBER 2021

The TDC has a page on the County Website www.monroecounty-fl.gov/tdc

Please review the documents relating to TDC Capital Funding:

[Sample Cultural Event Funding Agreement](#)

[Sample Destination and Turnkey Event Score Sheet](#)

[Sample Destination Reimbursement Packet](#)

[Sample Turnkey Event Reimbursement Packet](#)

[Sample Cultural Event Reimbursement Packet](#)

[Sample Fishing Event Reimbursement Packet](#)

[Tourist Development Council Capital Project Funding](#)

[General Information on Capital Project Funding](#)

[Sample Capital Project Funding Agreement](#)

[Monroe County Purchasing Policy](#)

[TDC Competitive Solicitation Guidelines](#)

[Sample TDC Project Summary Sheet for Projects \\$19,999.99 and Under](#)

[Sample Reimbursement Packet](#)

[Sample Capital Worksheet](#)

[Public Facilities Flow Chart](#)

ADA Assistance: If you are a person with a disability who needs special accommodations in order to participate in these proceedings, please contact the County Administrator's Office, by phoning 305-292-4441, between the hours of 8:30 a.m. - 5 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711". [Accommodation Request Form](#)



NOTIFY ME &
ALERT!MONROE



EMPLOYMENT
See Open Positions



PERMITS/LICENSES/BIDS
Forms & Information



MEETINGS, AGENDAS &
MINUTES



HOW DO I?
Discover How We Can Help



MONROE COUNTY
EMERGENCY SERVICES

Non-Profit Organizations

Payment may be up to 75% reimbursement of the total cost of each segment of the project, subject to the maximum reimbursement amount of expenditures for each segment (if the project work is segmented) as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment of work in advance of seeking the up to 75% reimbursement. For purposes of this application no more than fifty percent (50%) of out of pocket cost for non-profits shall be of in-kind services and materials, and no in-kind services shall be reimbursed. If the TDC Funds Requested are allocated at less than 75% of the total project cost, only then may the organization request to allow additional in-kind services after submission of the application, which must be entered into your final agreement. The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of the TDC portion of that completed segment cost can be applied for through the TDC. For acquisition of property see important information on page 5.

Sample 75% Reimbursement

Total Project Cost:	TDC Funds Requested: (Up to 75% of Total Project Cost)	Organization Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services (Up to 50% of Out of Pocket Costs)	Confirmed/Available Hard Dollar Funds: (Total Project Cost Less In-Kind Services)	Organizations Financial Investment: (Out of Pocket Cost Less In-Kind Services)
\$100,000	\$75,000	\$25,000	\$12,500	\$87,500	\$12,500

Sample 60% Reimbursement

Total Project Cost:	TDC Funds Requested: (Up to 75% of Total Project Cost)	Organization Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services (Up to 50% of Out of Pocket Costs)	Confirmed/Available Hard Dollar Funds: (Total Project Cost Less In-Kind Services)	Organizations Financial Investment: (Out of Pocket Cost Less In-Kind Services)
\$100,000	\$60,000	\$40,000	\$20,000	\$80,000	\$20,000

Governmental Entities

Payment may be up to 100% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking up to 100% reimbursement. The project may be broken down into 2 or 3 segments. For acquisition of property see important information on page 5.

Total Project Cost:	TDC Funds Requested: (Up to 100% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	<input type="checkbox"/> I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B
\$100,000	\$90,000	\$10,000	

Public Facilities

Segment #1 – Study

Payment will be 100% reimbursement of the total cost of the study segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of this segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see important information on page 6.

Total Study
Cost:

TDC Funds
Requested:
(Up to 100% of
Total Study Cost)

Governmental Agency Out
of Pocket Cost
(Total Project Cost
less TDC Funds
Requested)

I have highlighted the line
item in budget for this
specific project. Enclose
portion of line item budget as
proof of funding for **Exhibit**
B ☐

\$5,000

\$5,000

\$

Estimated completion date for study:

Segment #2 - Project

Payment will be up to 70% reimbursement of the physical project segment, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see important information on page 6.

Total Project
Cost(not
including
study):

TDC Funds
Requested:
(Up to 70% of Total
Project Cost)

Governmental Agency Out
of Pocket Cost
(Total Project Cost
less TDC Funds
Requested)

I have highlighted the line
item in budget for this
specific project. Enclose
portion of line item budget as
proof of funding for **Exhibit**
B ☐

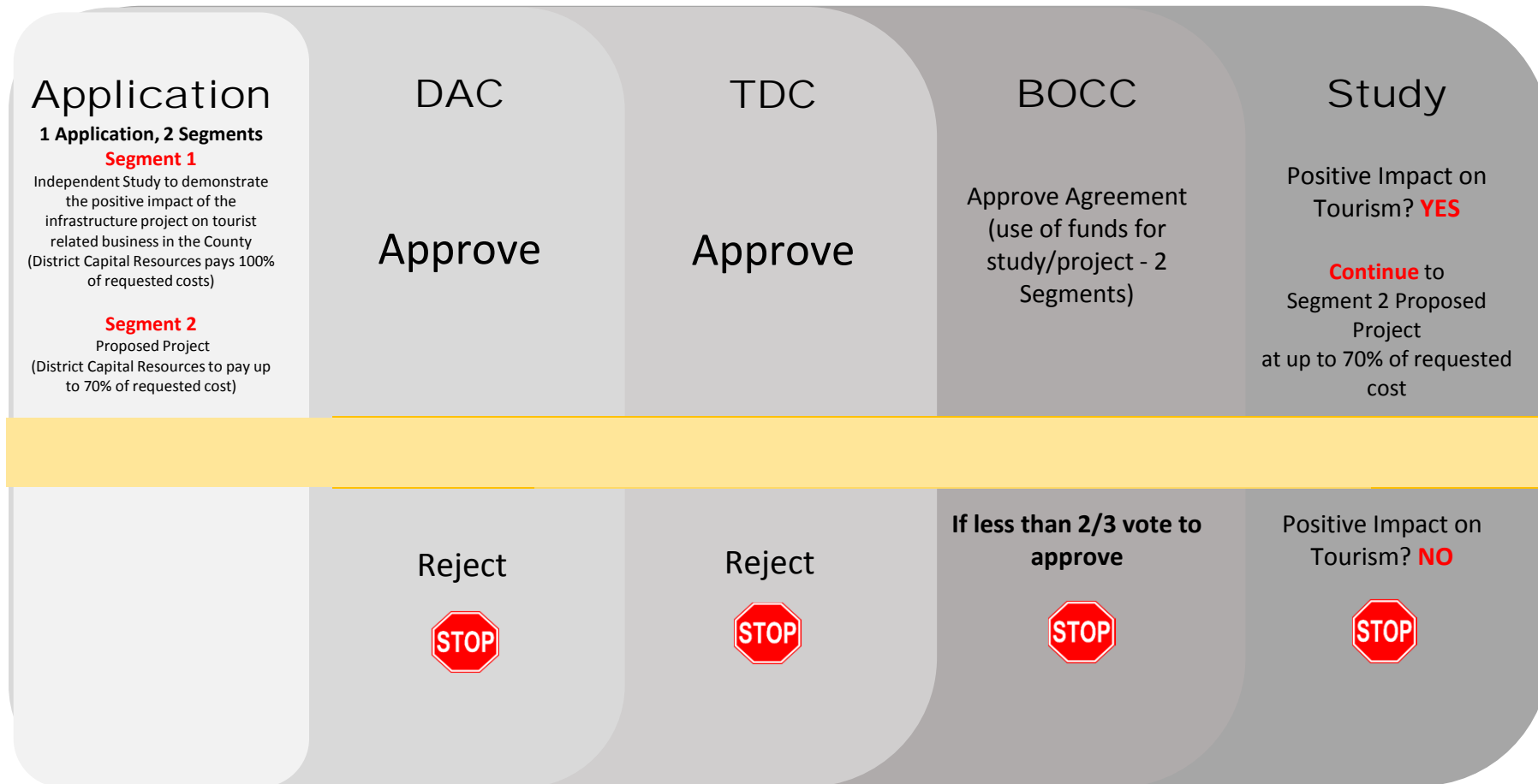
\$100,000

\$70,000

\$30,000

Public Facilities Category TDC Bricks & Mortar Capital Funding Applications

In 2018 Public Facilities were added to the State Statute as a permissible category. The State has determined that the Monroe County Board of County Commissioners must approve the requested project along with an independent study to demonstrate the positive impact of the infrastructure project on tourist related businesses in the County. Tourist Development Taxes are responsible for paying up to 100% of the cost of the study and up to 70% for the cost of the project.



MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

FY 2022 CAPITAL PROJECT (BRICKS AND MORTAR) FUNDING APPLICATION

REQUEUST FOR APPLICATIONS FOR CAPITAL PROJECTS (BRICKS AND MORTAR)

All respondents must use the current application downloaded from the website www.demandstar.com. **Use of any other application will result in your application being rejected. All directions within the application must be followed or it will not be accepted.**

APPLICATON DEADLINE: April 27, 2021

All applications should be received no later than 5:00 p.m. (close of business day)

In response to Covid-19, the Monroe County Purchasing Department has implemented a new electronic process for reviewing and opening sealed bids. Monroe County is committed to continuing to receive and process competitive solicitations while maintaining the health and safety of our employees and those who attend bid openings. Please do not mail or attempt to deliver in person any sealed bids. Mailed/physically delivered bids/proposal/responses WILL NOT be accepted.

The Monroe County Purchasing Department hereby directs that bids be submitted via email to: OMB-BIDS@monroecounty-fl.gov, no later than 5:00 P.M. on April 27, 2021. Please submit your confidential financial information in a SEPARATE EMAIL from your bid and required documents. Your subject line on both emails must read as follows:

FY 2022 Brick and Mortar Capital Projects 04/27/2021

Files that do not contain this subject line WILL BE REJECTED. Please note that the maximum file size that will be accepted by email is 25MB. Please plan accordingly to ensure that your bid is not rejected due to the file size. Should your bid documents exceed 25MB or otherwise be rejected or undeliverable to OMB-BIDS@monroecounty-fl.gov, in advance of the bid opening, please email: omb-purchasing@monroecounty-fl.gov so accommodations for delivery of your bid can be made prior to the bid opening. Please be advised that it is the bidder's sole responsibility to ensure delivery of their bid and waiting until the bid opening to address or confirm your bid submission delivery will result in your bid being rejected.

The bid opening for this solicitation will be held virtually, via the internet, at 5:00 P.M., on April 27, 2021. You may call in by phone or internet using the following:

Join Zoom Meeting

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

Meeting ID: 4509326156

Additional ways to access this Zoom meeting can be found in the legal noticed posted on Demandstar.com

All inquiries and correspondence, other than submission of application, should be made to the Monroe County Tourist Development Council. Contact Maxine Pacini or Ammie Machan at (305) 296-1552. Email correspondence should be address to Ammie@Fla-Keys.com

CAPITAL PROJECT FUNDING PROCESS

This application is intended for applicants whose facility has a primary purpose of promoting tourism.

The Monroe County Tourist Development Council (TDC) administers the four (4) cent bed tax collected for the purpose of promoting the Florida Keys as a tourist destination. Each year, the TDC advertises a Request for Applications (RFA) for Capital Project funding through the TDC. Projects must be owned and operated by either a **governmental entity** or **non-profit organization**. Individuals and for-profit organizations and companies **are not eligible** to apply for Capital Project funds. Applicants must be registered to do business in Florida. All applications will be reviewed by the appropriate District Advisory Committees (DAC's), who shall make recommendations on funding the project to the TDC. Upon approval of recommended funding allocation by the TDC, the administrative office will coordinate with the project manager to establish an agreement for the project and will present the proposed agreement to the County for final approval.

This application may be funded up to a seventy-five (75%) reimbursement of funds expended by any individual non-profit organization and as a reimbursement of up to one hundred percent (100%) of funds expended by governmental entities. The applicant must show that all funds (100%) are available for the project at the time of application so that there is no delay in the progress of the project, and that TDC funding is not used as "matching" funds.

IMPORTANT INFORMATION

All information furnished or disclosed as part of the application process is considered public record by the laws of the State of Florida.

The applicant shall not lobby, solicit or act to influence the advisory committee members and/or the TDC board members in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the allocation of funding, or an award of an agreement as reviewed and approved by the County Attorney's office. Such action may lead to withdrawal of the application from consideration.

Commencement of Project: No portion of the project for which you are seeking TDC funding may commence prior to the approval of an agreement by the Monroe County Board of County Commissioners. Once your agreement has been approved by the BOCC then the project work described in Exhibit A must commence before the end of the Fiscal Year in which it is funded. Example: FY 2022 funding would be October 2021 to September 30, 2022, or between the date of BOCC approval of your agreement and September 30, 2022. Proof that the project commenced within the Fiscal Year funded may be requested by the TDC administrative office. For projects requesting \$19,999.99 and under, please see page 6.

Prior to filling out application, please go to www.sunbiz.org to ensure that your organization is registered to do business in the State of Florida. Only applicants that are duly registered will be accepted. **Print out and attach as Exhibit A.**

Cost of preparation and submission of the application is the responsibility of the applicant.

Applicant shall complete, sign (by an authorized officer) and submit the application to the Monroe County Purchasing Department.

Completed Application: The application shall be considered complete upon receipt and should stand alone with no other information being provided after-the-fact other than any additional information that may be requested by the TDC administrative office, or questions from the DAC at the allocation meeting.

All attachments should be noted as such in the top right-hand corner of each sheet.

Applicants shall familiarize themselves with referenced online materials noted in this application. A sample agreement can be found at: <https://www.monroecounty-fl.gov/DocumentCenter/View/22010/Sample-Capital-Agreement>

Any part of the project for which the applicant wishes to seek reimbursement from the County must NOT commence prior to the date of County (BOCC) approval.

Be advised that if your organization is awarded funding you will be required to enter into an agreement which delegates you to maintain accurate and complete documentation of the project. You will be required to obtain a signed amendment to agreement before making any substantive changes to the project or you may nullify the County's obligation to pay. You will be required to comply with the following reimbursement procedures outlined in the sample reimbursement packet which can be found at: <https://www.monroecounty-fl.gov/DocumentCenter/View/12300/Sample-Reimbursement---Capital?bidId=>

The recipient of TDC capital project funding shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the engineer, building official or construction manager of that local government.

Taxes: The TDC/County is exempt from Federal, Excise and State of Florida Sales Tax.

Maintenance: The applicant shall be responsible for all maintenance and operational costs of the premises improved or constructed with the use of funding from the TDC/County. The applicant shall be responsible to the TDC/County for the safekeeping and proper use of the property entrusted to applicant's care, to include any and all insurance for the value of the equipment and any maintenance or service contracts relating to such equipment for its service life. Any disposal of assets procured through funding under this agreement shall comply with chapter 274, F.S. or chapter 617 F.S., dependent upon the type of entity funded under this agreement.

Permits: Applicant shall be responsible for securing all federal, state and local development approval and permits necessary to complete the project. Award of funds under this application does not indicate any development approval by the County and applicant shall be required to comply with all County concurrency requirements under land use laws of the County and State. The TDC/County shall reimburse not for profits for the cost of permits required to complete the physical brick and mortar portion of the project as outlined in the scope of services (Exhibit A) of

the final agreement. Applicant shall submit for reimbursement for permits within the last segment of their proposed project. The TDC/County will not reimburse for permits obtained prior to approval of a funding agreement by the BOCC.

Insurance: Applicants requesting \$20,000 or more in funding shall complete Exhibit Q (pg. 23-27 of application). Applicant shall provide the TDC/BOCC with current insurance certificates as per the requirements set forth within the funding agreement. The TDC/County shall not reimburse for the cost of insurance relating to the project for which the applicant is receiving funding.

Performance Guarantee: A successful applicant shall warrant, by signing this application, that applicant has the financial capability of completing the project as planned without the need to request further funding from TDC/County for same. Applicant shall warrant, by signing this application, and confirm in writing (in the form of bank statements; signed letter from the bank stating that the funds are in the bank for the specified project; documentation provided by a financial institution of a line of credit assigned to the specific project within the application) that applicant has the funds in place at the time of the application for grant funds to be able to complete the project prior to seeking reimbursement of TDC funds. Applicant may be asked to provide proof that the funds are available to complete all outstanding TDC grants in addition to this application. Applicants may also be asked to provide proof that the funds are available if requesting an amendment to agreement. A governmental applicant shall provide a line item budget for the project in application, and proof that the budget has been adopted by governing board of that entity. The applicant, by signing the application certifies that: applicant, its principals, and any previously owned business is/are not and have never been in default to Monroe County under the terms of any contract. (Default means failure to fulfill contractual obligations where County had to take legal action to obtain remedy or where a bonding company had to make good for applicant.)

In-Kind Services: Non-Profit Organization's funding obligation shall be 25% or more of the total project cost with an option of up to 50% of this funding obligation in the form of in-kind services which relate to the permissible elements of the project. In-kind services mean donated/free/volunteered labor; materials; goods; and services. Applicant shall provide a schedule of values for each unit of in-kind services and/or goods at the time of the application. Volunteered labor, as a component of in-kind services, will be calculated at a reasonable hourly rate for the type of work/services being performed (e.g. an architect who volunteers to paint will be able to seek reimbursement for the reasonable rate for the painting work performed at the professional rate of an architect. Should funding be allocated, County/TDC reserves the right to deny the application of certain in-kind services and goods and to negotiate a revised schedule of values for permissible items. For example, County will not accept as in-kind services, the waiver of governmental fees, or in-kind towards the acquisition of property. The amount of in-kind services you note within your application shall be entered into your final agreement. Applicants will be able to request additional allowable in-kind services after submission of application only if the applicant does not receive the full TDC funding requested in the application. In-kind services will not be reimbursed to the applicant.

Project Quotes and Bidding Process:

Governmental Entities: An applicant which is a governmental entity shall comply with the procurement regulations and policies to which it is subject. A copy or link to these policies will need to be submitted as part of your reimbursement request.

Not-for-Profits: Work **under \$50,000** requires three written quotes **or** a notarized statement as to why such written quotes were not obtainable for the work to complete the project. Work **\$50,000 or more** requires a competitive bid process. This documentation will need to be submitted as part of your reimbursement request.

Construction and Other Contracts: Applicant, by signing the application, warrants that, if awarded funds for the project, all contracts, for construction or otherwise, to complete the project shall be met in compliance with all applicable laws and County purchasing policy and to comply particularly with F.S. Chapter 255, Chapter 274 and Chapter 287. Applicant further agrees to provide TDC/County and their designated representatives with:

- a) Access to the project premises for inspection of the progress of the project;
- b) Documentation including copies of all sub-contractors/Requests for Bids verifying compliance with purchasing/construction/architectural contract requirements of the County {Notice to owner: list of sub-contractors must be provided to County}; and
- c) Access to all records concerning the project. These records must be retained by applicant for a minimum of four (4) years after the termination date of agreement. The requirement may be for a different time period than that required by other government agencies. All records must be kept in accordance with Generally Accepted Accounting Principles.

Termination for Default/Convenience: The TDC/County reserves the right to terminate any agreement if, in its opinion, there shall be a failure at any time to properly perform faithfully any portion of the project as funded by TDC/County according to the plan presented within the application, or as modified and accepted in writing by TDC/County. Further, TDC/County reserves the right to terminate payments under this agreement should the anticipated funding become unavailable for any reason. Should termination occur under this provision, TDC/County shall give the applicant thirty (30) days' notice prior to termination.

Payments: Applicants shall submit all documentation required by the County Finance Department in accordance with instructions from said department, prior to payment of any funds awarded. **The TDC Application for Payment forms provided in the TDC reimbursement package shall be used.** Ten percent (10%) of every progress payment shall be withheld by County until certification of completion of project.

Design/Architectural Costs: Final design plans and architectural costs will be paid upon completion of the physical bricks and mortar portion of the project outlined within the agreement. Applicant shall submit for reimbursement of final design plans and architectural services within the last segment of their proposed project (Exhibit A). This is to ensure that TDC dollars are used for completed projects that are open to the public. No portion of the final design plans or architectural drawings for which you are seeking TDC funding may commence prior to the approval of an agreement by the Monroe County Board of County Commissioners. Applicant may submit a preliminary plan within their application to provide the District Advisory Committee and TDC with an idea of the proposed plan.

Acquisition of Property: Applications for acquisition of property will only be considered if the applicant can confirm availability of funding for one hundred percent (100%) of the purchase price through a bank statement showing that the entity has funding set aside in a line item for the purchase of the property, or that a loan from a financial institution has been fully approved;

there are no liens on the property; and a clear title of ownership will be held by the entity requesting funding upon the closing of the purchase of the property. A clear title in the name of the contracting entity will be required to submit for reimbursement of the TDC funds allocated. The property shall be used for a minimum of ten (10) years as a tourist facility. The County will evaluate non-compliance of use as a tourist facility and upon request by the County the applicant shall pay a prorated reimbursement of funding allocated. The purchase or down payment of the property may not commence prior to approval of a funding agreement between the County and the contracted entity. No in-kind services apply to the purchase of property, and payment will be made in one reimbursement check upon completion of the requirements set forth within the funding agreement. A Restrictive Covenant on the property will be required to secure TDC/County funds.

Acknowledgements: Applicant shall be required to display an appropriate public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of the project.

Funding Allocations: DAC recommendations on funding allocations shall be limited to recommending allocations which do not exceed the amount requested by the applicant.

Funding requests may be denied or reduced to a lesser amount than requested by the applicant.

Projects Requesting \$19,999.99 and Under: Projects requesting \$19,999.99 and under may enter into a "Streamlined Process".(this eliminates the requirement for a formal contract to be entered into with the Board of County Commission which allows for a faster start time for your project; insurance documentation; and County Engineering Department approval of work completed) whereby the applicant will swear or affirm that the work will be completed in accordance with the Streamline Process. Upon approval by the TDC, the administrative office will provide the applicant with a commencement date; project summary sheet; and reimbursement packet. Applicant will be required to comply with reimbursement procedures outlined in the sample Project Summary Sheet, which can be found at: <https://www.monroecounty-fl.gov/DocumentCenter/View/13389/Sample-TDC-Project-Summary-Sheet-for-Projects-1999999-and-Under?bidId=>

Public Facilities: TDC Capital funding may be utilized to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or finance public facilities, if needed to increase tourist related business activities and in accordance with the conditions as set forth in F.S. 125.0104(5)(a)(6). These conditions include:

- 1) The use must be approved by a vote of at least two-thirds of the BOCC
- 2) An independent analysis, performed at the expense of the TDC, must demonstrate the positive impact of the infrastructure project on tourist related business in the county
- 3) No more than 70% of the cost of the project may be paid by the TDC

Applicants submitting an application for a Public Facility should complete the section on pg. 13 pertaining to Public Facilities, the application for the project will be submitted as one application with two segments. The first segment of the project should include the request for the independent analysis "study", including an estimated completion date and funding request (100%) for the study. The second segment of the project should include the physical portion of the project. The applicant may request and may be allocated up to 70% of the total project cost for this segment. Upon approval by the DAC and TDC, an agreement including both segments

will be placed on a BOCC agenda and must receive a two-thirds vote to utilize the funds. Upon approval by the BOCC, the applicant will be responsible for coordination of the study and will receive 100% reimbursement of the total cost of the study segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. If the study shows a positive impact of the project on tourist-related businesses, the remaining segments of the project will move forward as set forth in the agreement. If the study does not show a positive impact of the project on tourist-related businesses, then the remainder of the agreement will terminate. Regardless of the outcome of the study, the applicant will be reimbursed for the cost of the study, subject to the caps on expenditures set forth in the agreement. For more information on the process please refer to the flow chart located here: https://www.monroecounty-fl.gov/DocumentCenter/View/16271/Public-Facilities-Category_flowchart?bidId= "Public facilities" means major capital improvements that have a life expectancy of 5 or more years, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water and pedestrian facilities.

Public Record: All information furnished or disclosed as part of the application process is considered public record by the laws of the State of Florida.

DISTRICT ADVISORY COMMITTEE WORKSHOPS FOR APPLICANTS

Workshops will be held in each of the districts at the following times via zoom for those applicants that are interested in applying for funding. Attendance is strongly recommended. Please note that all dates and times are subject to change and can be confirmed by calling the TDC administrative office at (305) 296-1552.

District I	February 24, 2021	3:00 p.m.	Zoom Meeting ID: 879 2449 6957
District II	February 23, 2021	6:00 p.m.	Zoom Meeting ID: 875 9050 8009
District III	February 24, 2021	9:30 a.m.	Zoom Meeting ID: 896 7129 6375
District IV	February 23, 2021	2:00 p.m.	Zoom Meeting ID: 832 1248 5707
District V	February 23, 2021	10:00 a.m.	Zoom Meeting ID: 875 2816 4498

PERMISSIBLE USES FOR CAPITAL PROJECT FUNDS

This application is intended for applicants whose facility has a primary purpose of promoting tourism.

All capital projects funded by TDC shall be owned and operated by either a **governmental entity** or **non-profit organizations and open to the public**. Individuals and for-profit organizations and companies **are not eligible** to apply for Capital Project funds. Applicant shall provide proof of property ownership, long term lease, or service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities.

Tourist Development Council capital project funds may be used in Monroe County as follows:

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more:

Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied;

Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public within the boundaries of the county or subcounty special taxing district in which the tax is levied; or

Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or

Zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by non-profit organizations and open to the public; and

2. To finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup or restoration of inland lakes and rivers to which there is public access as those used relate to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river.
3. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or finance public facilities, if public facilities are needed to increase tourist related business activities and in accordance with the conditions as set forth in F.S. 125.0104(5)(a)(6.)

Authorized uses of revenue must be in compliance with Florida Statute 125.0104, as may be amended from time to time.

APPLICATION FOR CAPITAL PROJECT FUNDING

This application is to request funding from the following District:

- ☐ **District I:** Key West – (shall encompass the city limits of Key West)
- ☐ **District II:** Lower Keys – (city limits of Key West to west end of Seven Mile Bridge)
- ☐ **District III:** Marathon – (west end of Seven Mile Bridge to Long Key Bridge)
- ☐ **District IV:** Islamorada – (between Long Key Bridge and Mile Marker 90.939)
- ☐ **District V:** Key Largo – (from Mile Marker 90.940 to the Dade/Monroe County Line and any portions of mainland Monroe County)

APPLICANT ORGANIZATION: _____ Organization Name Here
(Registered business name EXACTLY as it appears on www.sunbiz.org. **Attach as Exhibit A**

Type of Applicant: ☐ Non-Profit ☐ Governmental Entity

Project Title: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICATIONS ORGANIZATION

DESIGNATED PROJECT CONTACT PERSON:

Please provide a contact for general correspondence for this project. The person listed below should be able to accept responsibility for receipt of information including agreement and reimbursement information.

Name and Title: _____

Telephone/Mobile Number: _____

Email Address: _____

Address: _____

Website for Facility: _____

LOCATION OR ADDRESS OF PROJECT: Provide physical (postal service) address, RE# and legal description (lot, block, subdivision) and attach map.

WHICH OF THE FOLLOWING APPLIES TO YOUR FACILITY?

- ☐ Publicly owned and operated ☐ Owned and operated by a non-profit organization
- ☐ Publicly owned and operated by a non-profit organization

WHICH OF THE FOLLOWING BEST DESCRIBES YOUR FACILITY?

- ☐ Convention Center ☐ Sports Stadium ☐ Sports Arena ☐ Coliseum
- ☐ Auditorium ☐ Aquarium ☐ Museum ☐ Zoological Park
- ☐ Nature Center ☐ Fishing Pier ☐ *Beach or Beach Park Facility, channel, estuary or lagoon
- ☐ Public Facilities in accordance with conditions set forth in F.S. 125.0104(5)(a)(6)

WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?

- ☐ Acquire ☐ Construct ☐ Extend ☐ Enlarge ☐ Remodel
- ☐ Repair ☐ Improve

***IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES:**

- ☐ Improve ☐ Renourishment ☐ Restoration ☐ Erosion Control
- ☐ Maintenance ☐ Construct ☐ Repair

If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same?

- ☐ Yes ☐ No

CODE ENFORCEMENT: Does your organization/property have any outstanding code violations and/or fines/costs or liens? (please note that pursuant to Section 2-25(e), Monroe County Code, organizations with outstanding code compliance fines are not eligible to receive grants or contracts from the county until such time as the fines are resolved through payment or settlement). ☐ Yes ☐ No. I you have answered yes, please explain below:

Please only complete the section of page 11 or 12 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to seventy-five (75%) reimbursement of the total cost of each segment of the project, subject to the maximum reimbursement amount of expenditures for each segment (if the project work is segmented) as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment of work in advance of seeking the up to 75% reimbursement. For purposes of this application no more than fifty percent (50%) of out of pocket cost for non-profits shall be of in-kind services and materials, and no in-kind services shall be reimbursed. If the TDC Funds Requested are allocated at less than 75% of the total project cost, only then may the organization request to allow additional in-kind services after submission of the application, which must be entered into the final agreement. The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of the TDC portion of that completed segment cost can be applied for through the TDC. For acquisition of property, see importation information on page 5.

Total Project Cost:	TDC Funds Requested: (up to 75% of Total Project Cost)	Organizations Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services: (Up to 50% of Out of Pocket Cost)	Confirmed/Available Hard Dollar Funds: (Total Project Cost Less In-Kind Services)	Organizations Financial Investment: (Out of Pocket Cost Less In-Kind Services)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

In the space below list all in-kind services and goods and their values. These values are subject to negotiation with the TDC/County Please refer to page 4 of this application.

Governmental Entities

Payment may be up to one hundred (100%) reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking up to 100% reimbursement. The project may be broken down into 2 or 3 segments. For acquisition of property see important information on page 5.

Total Project Cost:	TDC Funds Requested: (Up to 100% of total Project Cost)	Governmental Agency Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	I have highlighted the line item(s) in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B <input type="checkbox"/>
\$ _____	\$ _____	\$ _____	

Public Facilities

Segment #1 – Study

Payment will be 100% reimbursement of the total project cost of the study segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of this segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see importation information on page 5.

Total Study
Cost:

TDC Funds
Requested:
(up to 100% of
Total Study Cost)

Governmental Agency
Out of Pocket Cost:
(Total Project Cost less
TDC Funds
Requested)

I have highlighted the
line item(s) in budget
for this specific
project. Enclose
portion of line item
budget as proof of
funding for **Exhibit B**

☐

\$ _____

\$ _____

\$ _____

Estimated Completion date for study:

Segment #2 – Project

Payment will be up to 70% reimbursement of the physical project segment, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see importation information on page 5.

Total Project
Cost:
(not including
study)

TDC Funds
Requested:
(up to 70% of
Total Project Cost)

Governmental Agency
Out of Pocket Cost:
(Total Project Cost less
TDC Funds
Requested)

I have highlighted the
line item(s) in budget
for this specific
project. Enclose
portion of line item
budget as proof of
funding for **Exhibit B**

☐

\$ _____

\$ _____

\$ _____

TDC requires confirmation in writing that the project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 4). **Enclose proof of funding as Exhibit B.**

In the space below list the specific items/services, and the estimated dollar amount for each of those items/services that your requested TDC funds will be spent on (please do not include contingency fees, warranty fees or items relating to retail space as part of your budget):

1. Use:

a) Original use of structure/facility and date of construction:

b) Present Use:

c) Proposed Use:

d) Attach photograph of existing site as **Exhibit C.**

e) Historic designation: Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated historic landmark or is located in a locally designated historic district. If located within a historic district, provide the official name of the district. This information is available from the planning agency having jurisdiction over the property.

2. All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long term lease or service contracts for consideration of funding and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

Ownership or other interest in property by applicant:

- a) Official records reference for ownership documentation
- b) If not owned by applicant, provide long term lease of property or service contract and provide notarized consent letter from owner for use of property as outlined in this application.

3. If proposed project calls for transfer of title of real property to County, at least two (2) current real estate appraisals and one (1) environmental assessment shall be provided (**Enclose as Exhibit E**). The TDC/County shall ascertain, prior to acceptance of any donation or prior to the purchase, that the property will pose no environmental hazard or liability for same, to County. The TDC/County must also ascertain permissible governmental interest in the transfer of title. Indicate any such proposed title transfers here:

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5-13, whether this is a new construction or renovations, additions, or exhibits. Indicate the area of the property to be acquired in acres:

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of the site size will be made on a case by case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC administrative office prior to initiating the required documentation.

5. Protection of Property: Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment (**Enclose as Exhibit F**). By signing and submitting this application, the proposer warrants that all restrictions are disclosed. Failure to include every restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder.

6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc.? Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit G**).

b) Is the proposed project compatible with the County's and/or the Municipality's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

☐ Yes

☐ No

Describe below how you have ascertained such compatibility. Note if your description does not provide information on about existing permits and/or review by the appropriate Planning Department, your application your application shall be rejected. Please list all permits required to complete this project.

c) Does the site contain endangered or threatened species of flora or fauna?

☐ Yes

☐ No

If yes, attach explanation as **Exhibit H**

d) Indicate, whether or not the project will be accessible to the handicapped per Chapter 553, Part V Florida Statutes and the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.

☐ Yes

☐ No

If no, attach explanation as **Exhibit I**

e) Explain how your facility will utilize recycling within the work of your proposed project:

f) Public accessibility and use: Indicate the extent to which the property is currently or will be scheduled to be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Estimate the number of persons who will use or visit the completed facility annually. Explain how this estimate was derived. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was your estimate derived?

g) Is there currently signage for this project/facility on U.S.1?

☐ Yes ☐ No

If No, are there plans to install signage and if so, do you have FDOT approval? Explain below:

h) If the project/facility is located in a Historical District, is there currently signage for the project/facility in the Historical District?

☐ Yes ☐ No ☐ Not located in a Historical District

i) Does the project/facility require any parking variances? Explain how this was determined in the space below.

☐ Yes ☐ No

8. Describe present physical condition of site (attach legal description per property tax records). Indicate the present condition of the property by checking the appropriate term below:

☐ Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

☐ Good: The property is habitable and occupied; only replacement or cosmetic repairs are needed (e.g. peeling paint, missing ornamental features, windows, doors, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

☐ Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

☐ Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

List any specific factors or problems which contribute to the present condition of the property:

9. Status of project planning: (Any work initiated prior to approval of an Agreement by the Monroe County Board of County Commissioners will be at applicants' own cost):

☐ Not yet initiated

☐ Initiated

☐ Schematics Completed

☐ Design development completed

☐ Construction documents completed

☐ Permits have been obtained (if required)

10. Name and Address of Project Consultant (architect, engineer, contractor, etc)

Enclose preliminary plans or architectural documents completed to date – 1 set (**Enclose as Exhibit J**)

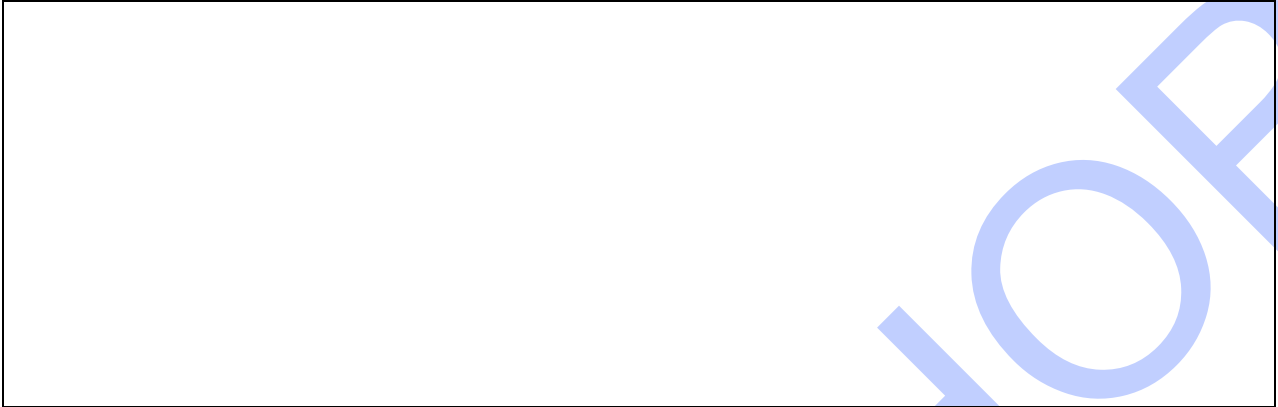
11. Has an Agreement for architectural services or construction services been executed?

☐ Yes (cost will not be reimbursed by TDC)

☐ No

☐ Project does not require architectural services

12. It is the County's policy **not to fund operations and maintenance cost** of facilities. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance.



13. How will this project enhance tourism in Monroe County?



14. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction that is open to the public. Included in this demonstration should be a proposed operational budget and marketing program to promote this facility as a tourist attraction. (**Attach as Exhibit K**).

15. Estimated Project completion date:

WORKSHOP

NON-COLLUSION AFFIDAVIT AND VERIFICATION
(Enclose as Exhibit L)

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

1) I am _____, the applicant making the application for the project described as follows:

2) The prices in this application have been arrived at independently without collusion, consultation, communication or contract for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor;

1) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, a application 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)

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

DRUG FREE WORKPLACE FORM
(Enclose as Exhibit M)

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 application 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 application, 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.

(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

HOLD HARMLESS/INDEMNIFICATION
(Enclose as Exhibit N)

_____ (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "BOCC/TDC") and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, bodily injury (including death), personal injury, and property damage, and another other losses, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising out of, or in connection with, Project Name (herein after "Project") being funded by the BOCC/TDC. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the BOCC/TDC in reimbursing/funding any portion of the Project and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the BOCC/TDC be required to contain any provision for waiver.

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

c.) RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC. The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this agreement.

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

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.

Ethics Statement
(Enclose as Exhibit O)

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

ETHICS CLAUSE

“ _____ ”
(Company)

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.”

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

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

NOTARY PUBLIC

My Commission Expires: _____

Public Entity Crime Statement Form
(Enclose as Exhibit P)

Public Entity Crime Statement:

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

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

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

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

NOTARY PUBLIC

My Commission Expires: _____

Print off this page, complete, and include as part of your application

Enclose as Exhibit Q

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.) See instructions.																																																			
6 City, state, and ZIP code																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN)																																																				
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="10" style="text-align: center;">or</td></tr><tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			Social security number																				or										Employer identification number																			
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Part II Certification																																																				
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); andI am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; andI am a U.S. citizen or other U.S. person (defined below); andThe FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 25%;">Date ▶</td></tr></table>			Sign Here	Signature of U.S. person ▶	Date ▶																																															
Sign Here	Signature of U.S. person ▶	Date ▶																																																		
General Instructions																																																				
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none">Form 1099-DIV (dividends, including those from stocks or mutual funds)Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)Form 1099-S (proceeds from real estate transactions)Form 1099-K (merchant card and third party network transactions)Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)Form 1099-C (canceled debt)Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>																																																				
Cat. No. 10231X Form W-9 (Rev. 10-2018)																																																				

INSURANCE CHECKLIST AND AGENT/BIDDERS STATEMENT

(Enclose as Exhibit R)

Only for applications requesting \$20,000 or more in funding

INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign requisite form reflecting coverage and submit it with the proposal.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

GENERAL LIABILITY

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

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

Required Limits:

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

Required Endorsements:

GLLIQ _____ Liquor Liability

GLS _____ Security Services

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

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-Owned and Hired Vehicles

Required Limits:

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

Miscellaneous Coverages

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

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

INSURANCE AGENT'S STATEMENT

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

Policy

Deductibles

Liability policies are ☐ Occurrence ☐ Claims Made

Insurance Agency

Signature

BIDDERS STATEMENT

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

Bidder's Name and Title

Signature _____

Company Name: _____

ATTACHMENTS AND CERTIFICATIONS
(Enclose as Exhibit S)

1. The following supporting documents are attached:

- a) ☐ Print out from Sunbiz.org "Detail by Entity" **(Exhibit A)**
- b) ☐ Documentation from bank of confirmed project funds **(Exhibit B)**
- c) ☐ If applicable: Insert or attach photograph of existing site **(Exhibit C)**
- d) ☐ Proof of ownership; long term lease or service contract **(Exhibit D)**
(Include consent of ownership for use of property as described within this application)
- e) ☐ If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment **(Exhibit E)**
- f) ☐ If applicable: Enclose citations for local protective ordinances **(Exhibit F)**
- g) ☐ If applicable: Enclose copies of all recorded easement and restrictive covenants **(Exhibit G)**
- h) ☐ If applicable: Enclose description of endangered/threatened species of flora or fauna **(Exhibit H)**
- i) ☐ If applicable: Enclose ADA accessibility explanation **(Exhibit I)**
- j) ☐ If applicable: Enclose preliminary plans or architectural documents – 1 set
- k) ☐ Proposed operational budget and marketing plan **(Exhibit K)**
- l) ☐ Notarized Non-Collusion affidavit and verification **(Exhibit L)**
- m) ☐ Signed Drug Free Workplace Form **(Exhibit M)**
- n) ☐ Notarized Hold-Harmless/Indemnification form **(Exhibit N)**
- o) ☐ Notarized Ethics form **(Exhibit O)**
- p) ☐ Notarized Public Crime Entity Statement **(Exhibit P)**
- q) ☐ Applicant has printed and completed the W-9 Form included within this application **(Exhibit Q)**
- r) ☐ Applicant has printed and completed the Insurance Worksheet (pg. 26-30) with their Insurance Agent (only required if requesting \$20,000 or more in funding) **(Exhibit R)**
- s) ☐ Notarized Attachments and Certifications form **(Exhibit S)**
- t) ☐ I have read the Capital Project Funding Process and Importation Information provided on pg. 2-8 of this application

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

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