

STANDARD BID DOCUMENT AND CONTRACT REFERENCE	
Name of Form:	MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.)
Instructions Reference:	Statutory and Other Requirements
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and Lee County, Florida (hereafter the "County") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), as amended, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated under the Act, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the contractor agrees that its performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the County in any action or administrative proceeding that is filed under this Act. The contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay all fees for legal services and all costs and other expenses arising from or incurred in connection with such action or administrative proceeding. In all complaints brought under the County's grievance procedure, the contractor agrees to abide by the County's decision. If any action or administrative proceeding results in an award of damages against the County, or if the County incurs any expense to cure a violation of the ADA that has been brought under its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the contractor every

demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of obligations under this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.