



REQUEST FOR PROPOSALS (“RFP”) & RESPONDENT’S ACKNOWLEDGEMENT

RFP TITLE:
Third-Party Administration (TPA) of Property, Liability
& Workers’ Compensation Claims

RFP NUMBER:
RFP RM 54-19

ISSUE DATE:	May 13, 2019	8:00 A.M. CST
LAST DAY FOR QUESTIONS:	May 31, 2019	3:00 P.M. CST
RFP OPENING DATE & TIME:	June 11, 2019	3:00 P.M. CST

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Third-Party Administration (TPA) of Property, Liability & Worker’s Compensation Claims for the Risk Department. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the “RFP Title,” “RFP Number,” and the “RFP Due Date & Time.” Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER’S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS
RFP RM 54-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) June 11 2019, for Third-Party Administration (TPA) of Property, Liability & Worker's Compensation Claims for the Risk Department.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive (PDF) of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.**

All originals shall have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) June 11, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Third-Party Administration (TPA of Property, Liability & Workers' Compensation Claims". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Third-Party Administration (TPA) of Property, Liability & Worker's Compensation Claims for the Risk Department
RFP RM 54-19
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

PROPOSAL #: RFP RM 54-19

Provide Third Party Administration (TPA) of Property, Liability & Workers' Compensation Claims

A) Specifications

Program Objective

It is the County's intention to provide both equitable and efficient service in processing every claim presented to us. The County controls costs by aggressively managing claims. The Risk Management staff actively participates in investigations, depositions, hearings and trials. The County believes that a cooperative effort between the Risk Management Department and the third party administrator is the most cost effective way to manage claims.

1) Background

Okaloosa County Board of County Commissioners is a state qualified Self Insurer. The County is self-insured for both the Workers' Compensation and Third Party Liability program. Claims are currently administered by Johns Eastern Company.

Third Party Liability claims include general liability, automobile liability and physical damage including subrogation, public officials' liability and employment practices claims. Property damage and smaller liability claims are usually adjusted in house.

Excess loss insurance is maintained with Public Risk Insurance Agency, 220 S. Ridgewood Ave, Daytona Beach, FL 32114. The program design focuses on high deductible insurance covering property, general liability, police professional liability, employee benefits liability, automobile liability, public official's errors and omissions liability, and workers' compensation. The County's self-insured retention ranges from \$5,000 to \$500,000. The Airport Liability is insured under separate first-dollar policies.

The County's program includes the Board of County Commissioners, the Clerk of Circuit Court, the County Property Appraiser, the Supervisor of Elections, County Tax Collector and the Department of Corrections. The Okaloosa County Sheriff and Fire Departments are not part of our program.

2) Billing Requirements

2.1. CONTRACTOR must charge for all services allowed under this contract, via a one (1) time charge per claim basis which shall be a one (1) time charge for any such claim and shall include the full consideration to handle, until three (3) months after termination of the contract (including renewals, extensions, and replacements thereof).

2.2. PER CLAIM RATES

With respect to Workers' Compensation/Employer's Liability Claims, the per claim rate for services shall be the total amount which will be charged by the CONTRACTOR for providing all of the services described in **Scope (3)** with the exception of Field Case Management services. The per claim rates quoted for Workers' Compensation/Employer's Liability shall include all of the below listed services and no additional charges will be incurred for any of the following:

2.2.1. Administration of all New Claims and Prior Claims until three months after termination of the contract (including renewals, extensions, and replacements thereof);

- 2.2.2. First notice of injury reporting services;
- 2.2.3. All medical bill review, cost containment and audit services;
- 2.2.4. Telephonic nurse case management services for all claims;
- 2.2.5. All provider network access;
- 2.2.6. All Prescription Benefit Management services (PBM);
- 2.2.7. All Electronic Data Interchange services; (EDI)
- 2.2.8. Access to internet-based information systems;
- 2.2.9. All banking-related charges;
- 2.2.10. All initial setup services; and
- 2.2.11. All data conversion services.

2.3. With respect to Workers' Compensation/Employer's Liability, CONTRACTOR shall not assess any charges to the COUNTY for "Report Only Claims." It is the preference of the COUNTY to enter such reports themselves via electronic access to CONTRACTOR'S claims administrator Risk Management information System (RMIS). However, it is also required that access to telephonic reporting or fax be made available (at no additional charge) as needed.

2.4. "Report Only Claim" is a claim reported for which no activity by proposer other than input into the claims administrator RMIS for record keeping is anticipated.

2.5. With respect to Third Party Liability, the per claim rate shall be the total amount which will be charged by CONTRACTOR for the providing of all of the services described in **Scope (4)**.

2.6. When a claim is initially reported to the CONTRACTOR, after reviewing the claim, the proposer may initially categorize, and bill, the claim on the basis of how the proposer anticipates the claim will ultimately develop. However, if the claim develops differently than the initial categorization, the proposer shall re-categorize the claim.

2.7. If a claim is closed, but then subsequently re-opened, such claim shall be considered to be a continuation of the claim which was previously closed, and CONTRACTOR shall not be entitled to an additional per claim charge for the re-opened claim.

2.8. With respect to Third Party Liability, CONTRACTOR shall not assess any charges to the COUNTY for "Incident Reports." It is the preference of the COUNTY to enter such reports themselves via electronic access to CONTRACTOR'S claims administrator RMIS. However, it is also required that access to telephonic or fax reporting be made available by CONTRACTOR, at no additional charge, as needed.

2.9. An "Incident Report" is a reported claim for which no activity by proposer other than input into the claims administrator RMIS system for record keeping is anticipated.

3) SCOPE

3.1. Required services that the CONTRACTOR will perform and provide in accordance with the Contract agreement as follows:

- 3.1.1. Administrative Services;
- 3.1.2. Settlement Authority/Consultation;
- 3.1.3. Litigation Management;
- 3.1.4. Banking Procedures;
- 3.1.5. Loss Fund Reconciliation;
- 3.1.6. Workers' Compensation Claims Services;
- 3.1.7. Workers' Compensation First Notice of Injury Services;
- 3.1.8. Workers' Compensation Network Access Services;
- 3.1.9. Workers' Compensation Medical Bill Review, Cost Containment and Audit Services;
- 3.1.10. Workers' Compensation Pharmaceutical Benefit Management Services;
- 3.1.11. Third Party Liability Claims Services;
- 3.1.12. First Party Claims Services; and
- 3.1.13. Loss Statistic Services.

3.2. CLAIMS AND ORGANIZATIONS INCLUDE:

Although the contract will be with the COUNTY, the self-insurance program maintained by the COUNTY for Workers' Compensation and Third Party Liability includes the COUNTY, and the Clerk of the Circuit Court, the Property Appraiser, the Supervisor of Elections, the Tax Collector and any affiliated or subsidiary board, authority, committee, independent agency or other organization (including newly constituted) provided that such affiliated or subsidiary board, authority, committee, independent agency or other organization is either a body politic created by the COUNTY, or the listed constitutional officers, or one in which controlling interest or membership therein is vested in the COUNTY or the listed constitutional officers. The administration of self-insured claims for the Okaloosa County Sheriff's office is not included under this Contract.

3.3. STAFFING REQUIREMENTS:

Proposers who provide staffing at a Florida-based service office will be preferred. Proposals which include the following staffing are preferred:

- 3.3.1. One (1) designated liability adjuster
- 3.3.2. One (1) designated Workers' Compensation medical only adjuster
- 3.3.3. One (1) designated Workers' Compensation loss time and legal/litigation adjuster

3.3.4. One (1) designated telephonic nurse case manager

3.3.5. Additional adjusting staff to be assigned, in coordination with the COUNTY, as needed to provide the required services.

3.3.6. Appropriate supervision

3.3.7. Proposers who provide the COUNTY input and approval of staffing are preferred.

3.3.8. Proposers are preferred who provide that all adjusting staff and nurse case managers will agree to respond to any email or telephone inquiries/requests from the COUNTY or the County assigned Attorney within two (2) business days from the time of receipt of such inquiry/request.

3.3.9. It is preferred that proposers have access to Spanish speaking adjusters for situations when injured workers are more comfortable conversing in Spanish.

3.3.10. All phone conversations, discussions and meetings held shall be clearly documented in the claim file.

3.3.11. The Third Party Administrator is responsible for providing all IRS required form 1099's to vendors relating to vendor services.

3.4. OBLIGATIONS NOT TERMINATED BY CONTRACT PERIOD:

The CONTRACTOR shall be required to provide service on all claims occurring during the contract period and until three (3) months after the termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The CONTRACTOR'S fees shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

3.5. COMPLIANCE WITH RULES OF DIVISION OF WORKERS' COMPENSATION:

It shall be the responsibility of the CONTRACTOR to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. CONTRACTOR will be responsible for all required Electronic Data Interchange (EDI) Division of Workers' Compensation (DWC) reporting.

3.5.1 CONTRACTOR agrees to reimburse the COUNTY for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.

3.6. ACCESS TO CLAIM FILES

The CONTRACTOR agrees that the COUNTY shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet based access available to the COUNTY. Proposers should detail how this access to claim files will be provided. The proposal evaluation process may include review of the adequacy of proposed systems.

3.7. OWNERSHIP OF CLAIM FILES

3.7.1. The COUNTY shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the CONTRACTOR. Further,

at the sole option of the COUNTY and upon ten (10) days written notice, the CONTRACTOR shall deliver such files to the COUNTY.

3.7.2. At the termination of the contract, at the sole expense of the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with computer tapes or other computer media containing all of the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

3.8. AUDIT OF FILES AND PROCEDURES

At the sole option of the COUNTY, the CONTRACTOR shall agree at no additional cost to the COUNTY to any audits conducted by or on behalf of the COUNTY of the CONTRACTOR'S files and procedures as they relate to the COUNTY. The COUNTY shall have the right to audit during the contract period and for five years following the termination of the agreement.

3.9. ADMINISTRATIVE SERVICES

CONTRACTOR is required to provide the following administrative services:

3.9.1. In accordance with state mandated time frames, prepare (with the COUNTY'S assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.

3.9.2. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).

3.9.3. Prepare, maintain, and file statistical or other records and reports as required by the COUNTY'S excess insurers. Report claims to the COUNTY'S excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to the COUNTY. Follow specific written investigation procedures for any case for which the Excess Workers' Compensation Insurer and/or Excess Liability Insurer requires specific notification or investigation.

3.9.4. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus and, as applicable, Medicare Secondary Payor, or other appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.

3.9.5. Comply fully with all rules, regulations, guidelines or procedures established by the COUNTY, the State of Florida, including EDI, and Medicare Secondary Payor requirements.

3.9.6. Prepare a disaster response plan, for ensuring that in the event of an emergency, e.g.; hurricane, how CONTRACTOR'S services will continue, how the COUNTY'S employees will be paid indemnity payments in a timely manner and how they will be instructed on obtaining medical care.

3.9.7. Assist the COUNTY with its Return to Work program, including identifying return to work opportunities.

3.10. SETTLEMENT AUTHORITY/CONSULTATION

All proposed settlements must be approved by the COUNTY prior to the initiation of settlement discussions with the claimant or the claimant's attorney. A written settlement advisory is required prior to the start of any settlement negotiations.

3.10.1. At the discretion of the COUNTY, regular conferences shall be held (either telephonic or in-person) between representatives of CONTRACTOR, the COUNTY and the County assigned Attorney to discuss the status of pending or proposed settlements of claims.

3.10.2. The settlement proposal shall be in written form, and shall provide specific information relative to the basis for the proposed settlement, which must include, but may not necessarily be limited to, the following:

3.10.3. Fact scenario, including a detailed description of the accident;

3.10.3.1. Investigation summary;

3.10.3.2. Documented damages/injuries;

3.10.3.3. Statutory requirements relative to the settlement, including any applicable case law; and

3.10.3.4. Calculations on which the settlement recommendations are based.

3.11. LITIGATION MANAGEMENT

3.11.1. Assignment/Selection

3.11.2. Defense counsel will be a County assigned counsel.

3.11.3. The adjuster must conduct a litigation planning session with defense counsel in order to develop a strategy for the management of the claim in the most efficient and economical way. The adjuster must work closely with County assigned counsel to attend hearings, depositions and other proceedings when requested by the Risk Management Department. During the planning session, with defense counsel, the adjuster must address the following subjects:

3.11.3.1. Case Management Goal

3.11.3.2. Should the case be settled?

3.11.3.3. Should the case be defended?

3.11.3.4. Additional Facts Needed

3.11.3.5. Investigation to be conducted by the adjuster including target dates.

3.11.3.6. Activity to be conducted by defense counsel including target dates.

3.11.4. Expense Estimates:

3.11.4.1. Pleadings

3.11.4.2. Depositions

3.11.4.3. Trial Preparation

3.11.4.4. Experts

3.11.4.5. BILLING: Billings should be itemized on a per claim basis, by date, activity, hourly rate, and time. They should be forwarded to the adjuster monthly. The adjuster must review each bill for accuracy.

3.11.4.6. ACTIVITY: If the case is in litigation, any additional investigation/discovery that can be completed by the adjuster, shall be completed by the adjuster, and not by the defense attorney and/or his/her staff. Discussions with the attorney regarding additional investigation needs shall be documented within the claim file, and specific steps to be taken by the claim staff shall be noted and followed, with copies sent to the COUNTY. The following information shall be included:

3.11.4.7. Evaluation of compensability/liability

3.11.5. An analysis of applicable case law

3.11.6. Consideration of mitigating or aggravating circumstances: Once suit is filed, regular contact shall be made with defense counsel on an agreed upon schedule, with all correspondence sent to the COUNTY.

3.12. WORKERS' COMPENSATION PHARMACEUTICAL MANAGEMENT SERVICES:

The CONTRACTOR shall provide details regarding its recommended prescription benefit management (PBM) vendor services. Such details shall include information regarding the PBM's network access, utilization review services, provider penetration guarantees and coordination of claims data and reporting. The COUNTY reserves the right to direct CONTRACTOR to use another PBM vendor.

3.13. BANKING PROCEDURES

The CONTRACTOR must utilize the current and future financial institution "Designated Bank" that the COUNTY uses for services under this agreement. The CONTRACTOR must provide the following minimum services and agree to the following minimum conditions relating to claims payments and related banking arrangements:

3.13.1. The CONTRACTOR will pay COUNTY claims expenses by means of checks issued on a designated claims payment account established and funded by the COUNTY.

3.13.2. The CONTRACTOR will be responsible for the administration of the Designated Account, including, but not limited to, performance of monthly bank reconciliations and related activities.

3.13.3. The COUNTY will pay all customary bank service fees on the Designated Account.

3.13.4. The CONTRACTOR will assume liability for unauthorized or improper transactions on the Designated Account including errors, fraud, forgeries, fraudulent checks, e-checks, unauthorized debits or credits, and claims by third parties who are a holder in due course as described in the Uniform Commercial Code, and reimburse the COUNTY for all banking fees, charges, fines, and other losses related to such improper activity on the Designated Account.

3.13.5. The CONTRACTOR will provide a draft register of Designated Account claims bank activity to the COUNTY on a daily, weekly, or monthly frequency as elected by the COUNTY for the COUNTY'S approval to release claim payment checks.

3.13.6. The CONTRACTOR will provide a "checks issued and voided file" to the Designated Bank and/or COUNTY for each check register prior to release of any checks for the purpose of utilizing fraud prevention tools such as "Positive Pay." The format of the file shall be developed in collaboration with the COUNTY and the Designated Bank.

3.13.7. The CONTRACTOR will be provided limited on-line access, if available, to the Designated Account for the purpose of adding and canceling issues (handwritten re-issues and voids).

3.13.8. The CONTRACTOR will take appropriate action to review and clear checks outstanding more than ninety (90) days on the Designated Account including, but not limited to, notification to the payee.

3.13.9. The CONTRACTOR will provide a report of checks outstanding at December 31 each year by January 31 of the subsequent year to the COUNTY. The report must contain sufficient information to comply with unclaimed or abandoned property laws, Chapter 717, F.S.

3.13.10. The COUNTY will provide a bank account specification sheet for the Designated Account to the CONTRACTOR.

3.13.11. The COUNTY must review and approve the form of checks to be issued by the CONTRACTOR.

3.14. LOSS FUND RECONCILIATION:

3.14.1. The COUNTY will establish a separate loss fund impress account for the payment of claims and claims adjustment expenses as provided by Florida Statute, Section 136.091. The loss fund will be periodically reimbursed by the COUNTY on the basis of the amount of claims actually paid during a given period. The bank account will be at a bank chosen by the COUNTY and will be titled (CONTRACTOR'S name) as agent for Okaloosa County Board of County Commissioners. The CONTRACTOR will be required to provide data on loss fund disbursements.

3.15. WORKERS' COMPENSATION CLAIMS SERVICES:

CONTRACTOR is required to provide the following claims services:

3.15.1. Establish reporting procedures which are compatible with the needs and organizational structure of the COUNTY.

3.15.2. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.

3.15.3. Provide customer toll-free phone line for employees.

3.15.4. Prepare and follow service instructions that have been approved by the COUNTY in the handling of the COUNTY'S claims.

3.15.5. Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the injured worker's supervisors.

3.15.6. The COUNTY may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.

3.15.6.1. The COUNTY may select specific vendors and develop pricing schedules for outside professional services.

3.15.6.2. The CONTRACTOR must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules.

3.15.6.3. The firm with whom the COUNTY contracts must agree to work collaboratively with these outside professionals.

3.15.7. Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.

3.15.8. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

3.15.9. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file note within forty-eight (48) hours after the hearing, deposition, mediation or other proceeding.

3.15.10. At the request of the COUNTY, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the COUNTY representative.

3.15.11. While working in conjunction with the County assigned counsel, aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of the COUNTY.

3.15.12. Periodically as appropriate, but at least every quarter, the CONTRACTOR shall review all open cases in order to assist in the handling and potential settlement of the cases. Such reviews shall include a written plan of action and review and verification of outstanding reserves. A written summary of the review shall be provided by the CONTRACTOR to the COUNTY within ten working days after the end of the period for which the report is being made.

3.15.13. Aid in communications/coordination with the COUNTY'S safety staff as necessary including providing claims data needed to target safety, prevention and loss reduction initiatives.

3.15.14. Conduct adequate, timely and complete 24 hour contact investigation of claims regardless of exposure (24 hours from when first notice is given to CONTRACTOR).

3.15.15. Develop and follow appropriate written policies when:

3.15.15.1. The injured employee requests a second opinion,

3.15.15.2. Medical evaluation is questioned, or

3.15.15.3. Grievance report is filed.

3.15.16. Subject to the direction of the COUNTY, handle, as appropriate, the scheduling of independent medical examinations

3.15.17. Follow all provisions of Florida Statute in regard to medical benefit entitlement and administration.

3.16. WORKERS' COMPENSATION FIRST NOTICE OF INJURY SERVICES:

CONTRACTOR is required to provide the following First Notice of Injury services:

3.16.1. Provide twenty-four (24) hour telephonic and internet based claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. Proposers must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the COUNTY.

3.16.2. Receive and examine on behalf of the COUNTY all reports of employee injury claims. Refer injured workers to appropriate medical services, and as appropriate and based upon pre-established criteria agreed upon by the COUNTY, provide immediate referral to specialty medical providers for injuries.

3.16.3. Coordinate data between first report of injury and claims administration system.

3.16.4. The on-line claim security shall permit on-line input of accident reports by COUNTY staff.

3.17. WORKERS' COMPENSATION NETWORK ACCESS SERVICES:

CONTRACTOR is required to provide the following network access and development services:

3.17.1. Provide the COUNTY access to a provider network that contains appropriate providers. The COUNTY is interested in working with the proposer to assure that high quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria, reporting and standards to best address the medical and rehabilitative needs of the COUNTY'S injured employees. Key specialties include internists, orthopedics, neurology, neurosurgery, occupational medicine, pulmonology, Infectious disease, ear/nose/throat, allergists, psychiatry and psychology.

3.17.2. Assist the COUNTY in the development of a custom panel of key providers, particularly in key specialties.

3.17.3. Provide reporting regarding network access, provider costs and outcomes.

3.18. WORKERS' COMPENSATION MEDICAL BILL REVIEW, COST CONTAINMENT AND AUDIT SERVICES:

CONTRACTOR is requested to provide the following medical bill review and audit services:

3.18.1. For Medical Bill Review:

3.18.1.1. Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:

3.18.1.1.1. Duplicate billings:

3.18.1.1.2. Unbundling of charges

3.18.1.1.3. Upcoding of charges

3.18.1.1.4. Approval and appropriate precertification

3.18.1.2. Review all medical bills that:

3.18.1.2.1. Are not subject to fee schedule coding

3.18.1.2.2. Are for services not specifically addressed in the fee schedule

3.18.1.2.3. Need an in-depth medical interpretation of the rules and regulations

3.18.1.2.4. In the exercise of professional judgment, specifically warrant review.

3.18.1.3. Process, pay and mail bills within State of Florida guidelines.

3.18.1.4. Apply appropriate network discounts.

3.18.2. Reimburse the COUNTY for any overpayments made in the bill review process, within thirty (30) days of identification of overpayment.

3.18.3. For Medical Auditing Services:

3.18.3.1. Audit all in-network and out-network hospital/provider bills exceeding five-thousand (\$5,000.00) dollars.

3.18.3.2. Develop and follow written policies on how late charges, no show charges and special payment arrangements are to be handled.

3.18.4. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to medical providers.

3.18.5. Develop and follow written grievance procedures for provider concerns.

3.19. THIRD PARTY LIABILITY CLAIMS SERVICES:

CONTRACTOR is required to provide the following claims services:

3.19.1. Establish reporting procedures which are compatible with the needs and organizational structure of the COUNTY.

3.19.2. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.

3.19.3. Be available on a twenty-four (24) hour basis, and provide immediate response to claims investigation requests through use of email or cellular telephones.

3.19.4. Prepare and follow service instructions that have been approved by the COUNTY in the handling of the COUNTY'S claims and catastrophe claims.

3.19.5. Receive and examine on behalf of the COUNTY all reports of third party liability claims including claims by an employee of one Insured against another Insured.

3.19.6. Within twenty-four (24) hours after the COUNTY has provided CONTRACTOR with notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two (2) working days after notification of any other third party claim, contact the claimant by telephone or in person.

3.19.7. Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

3.19.8. The COUNTY may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.

3.19.9. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

3.19.10. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the COUNTY shall provide a written report to the COUNTY within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to the COUNTY within ten working days after the hearing, deposition, mediation or other proceeding.

3.19.11. Pay in a timely fashion all claims and expenses pertaining to the COUNTY'S claims.

3.19.12. At the request of the COUNTY, provide a complete copy of all files involving litigation, potential or actual subrogation.

3.19.13. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the COUNTY. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the COUNTY for Automobile Physical Damage losses.

3.19.14. Periodically as appropriate, but at least every six months, review all open cases in order to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to the COUNTY within ten (10) working days after the end of the period for which the report is being made.

3.20. COUNTY ADMINISTERED CLAIMS:

3.20.1. The COUNTY will administer and adjust in-house any First Party Claims.

3.20.2. The COUNTY will administer and adjust in-house Third Party Property Damage Claims which have a maximum settlement amount of \$1,000 or less per claim.

3.20.3. CONTRACTOR shall provide COUNTY staff with access to its electronic claims information systems for the purposes of managing the COUNTY'S in-house administered claim files.

3.20.4. COUNTY Administered Claims – Exposure Information:

3.20.4.1. In October of 2010, the COUNTY began adjusting certain third party property damage claims in-house.

3.20.4.2. Beginning March 1, 2012, the COUNTY began processing third party claims in-house at the County's and/or Risk Management's discretion, typically with a maximum settlement amount of \$2,000 or less.

3.21. FIRST PARTY CLAIMS SERVICES:

3.21.1. CONTRACTOR is required to make available, on an as needed basis, First Party Claims services to include assistance with automobile physical damage claims and also assistance with claims involving physical damage to property other than automobiles. Such First Party Claims services shall be provided solely at the request of the COUNTY and paid at the proposed hourly rate.

3.22. LOSS STATISTICS SERVICES:

3.22.1. CONTRACTOR is required to provide the COUNTY with the ability to access comprehensive on-line, real-time electronic claim information data, including reporting capabilities, at no additional cost to the COUNTY. The CONTRACTOR is also required to provide the COUNTY with the ability to download and print regular reports, as agreed upon by the parties, in such a format as is acceptable to the COUNTY.

3.22.2. CONTRACTOR shall provide the COUNTY with real-time electronic access to all claim files, including all adjuster notes, supervisory notes, case management notes, diary items, payment records, medical bills and expense bills. Proposers should detail how this access to claim files will be provided. The proposal evaluation process may include review of the adequacy of proposed systems. The COUNTY shall be entitled to appoint up to thirty (30) designees to obtain full access to all COUNTY claim information in CONTRACTOR'S electronic claims management system for no additional charge.

3.22.3. CONTRACTOR shall provide COUNTY employees passwords in order to give them access to CONTRACTOR'S electronic claims management system for the purposes of entering claims information. There shall be no limit to the number of passwords provided for this purpose.

3.23. PERFORMANCE GUARANTEES

3.23.1. CONTRACTOR shall comply with the Performance Guarantees as detailed below. [CONTRACTORS are required to submit their maximum guaranteed percentage of compliance as part of their proposal.]

3.23.2. CONTRACTOR shall submit Performance Guarantee Reports detailing compliance with all agreed upon Performance Guarantees and applicable percentages on an annual basis, and must be submitted as of the end of the County's fiscal year.

3.23.3. The liquidated damages resulting for failure to meet the agreed upon Performance Guarantee percentages will result in a \$1,500 reimbursement to the COUNTY for every full percentage point and \$150 for each tenth of a percentage point below the compliance benchmark. The CONTRACTOR will make full payment to the COUNTY within 90 days of the submission of the Performance Guarantee Report to the COUNTY.

3.23.4. The COUNTY has identified the following eight (8) specific areas for the CONTRACTOR to guarantee performance ((FOR WORKER'S COMPENSATION CLAIMS)).

3.23.4.1. Claims must be assigned to an adjuster within 24 hours of the claim being electronically reported.

3.23.4.2. Subrogation evaluation completed on every claim reported within fourteen (14) calendar days.

3.23.4.3. Contact with the claimant within twenty-four (24) hours of claim assignment on all medical and lost time claims.

3.23.4.4. Each open claim file will include detailed plan of action. The plan of action will be written within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.

3.23.4.5. Reserve evaluations will be completed within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.

3.23.4.6. Authorization and appointment set for appropriate medical care, such as specialist referral and diagnostic test referral, within five (5) business days of request.

3.23.4.7. CONTRACTOR must respond to and advise the COUNTY of the status of all provider referral requests submitted to CONTRACTOR by COUNTY or County Attorney's Office within two (2) business days of receipt of such referral request by CONTRACTOR.

3.23.4.8. Adjuster and supervisor diaries must be maintained and checked as follows: For worker's compensation claims; adjusters every thirty (30) calendar days, supervisors every sixty (60) calendar days.

3.23.5. The County has identified seven (7) specific areas for the CONTRACTOR to perform (FOR LIABILITY CLAIMS).

3.23.5.2. Claim must be assigned to an adjuster within TWENTY-FOUR (24) hours of an e-mail from Risk Management.

3.23.5.3. Claimant or attorney must be contacted via telephone within three (3) working days of claim assignment.

3.23.5.4. Claimant or attorney must be contacted via letter of acknowledgement within five (5) business days.

3.23.5.5. Supplementary claims information, photographs, and other related claims materials are to be placed in the correct claim file within seven (7) working days.

3.23.5.6. Reserve evaluations will be completed within five (5) working days after claim assignment and reviewed every ninety (90) days.

3.23.5.7. Each claim file will include detailed plan of action. The plan of action will be written fourteen (14) days of the claim assignment and will be updated, at a minimum, every ninety (90) calendar days.

3.23.5.8. Invoices and settlement payments will be processed within seven (7) days of receipt.

4) Minimum Qualifications

4.1. Proposer shall be properly licensed for the appropriate category of work specified in the RFP Including authorized by the State of Florida as a Qualified Servicing Entity (Administrator) for Worker's Compensation.

4.2. Demonstrate experience administering a Worker's Compensation program for a least one (1) Florida public entity employer with over one-thousand (1,000) employees for three (3) prior years.

4.3. Demonstrate experience administering a Third Party Liability program for at least one Florida public entity employer with over one-thousand (1,000) employees for three (3) prior years.

5) Submittal Requirements

Proposers are required to provide the information requested below in the order listed and **clearly identified** in their response and clearly numbered same as numbered below. Submission should be provided as a PDF document attachment.

5.1. Indicate that the proposer is appropriately licensed as required by Part A, Specifications, Section 4, Minimum Qualifications, including authorized by the State of Florida as a Qualified Servicing Entity (administrator) for Worker's Compensation.

5.2. Demonstration of experience administering a Worker's Compensation program since 2014 for at least one Florida public entity employer with over **1,000** employees:

Name of Entity
Services provided
Time Period of Services
Number of Employees

5.3. Demonstration of experience administering a Workers' Compensation program since 2014 for at least one Florida public entity employer with employees subject to the heart/lung presumptions for firefighters, law enforcement officers or correctional officers:

Name of Entity
Services provided
Time Period of Services
Number of employed firefighters, law enforcement officers and/or correctional officers

5.4. Demonstration of experience administering a Third Party Liability program since 2014 for at least one Florida public entity employer with over **1,000** employees:

Name of Entity
Services provided
Time Period of Services
Number of Employees

5.5. Has proposer undergone an Auditing Standards (SAS) No. 70 Audit Report dated more recently than October 1, 2015?

5.5.1. Has a copy of the complete report including exhibits been provided with this proposal?

5.5.2. Does this proposal include both Workers' Compensation Employers' Liability and Third Party Liability services as described in the Scope?

5.6. Please attach other information regarding your firm's experience.

5.7. Please list staff members who will be active in the transition of the program and in the management of the program. For each listed staff member, please provide description of what services they will provide for the COUNTY and what office they work out of. Provide the exact physical location of the proposed office, team members, case managers, etc., where work for the County will be performed. Responses should contain more detail than (i.e. "Tampa Team" or "Tampa Office".)

5.8. TECHNICAL APPROACH

5.8.1. The Proposer will or will not agree to provide all of the following required services as such services are described in Part A:

5.8.1.1. Administrative Services (Part A, 3.9);

5.8.1.2. Settlement Authority/Consultation (Part A, 3.13);

- 5.8.1.3. Litigation Management (Part A, 3.14);
- 5.8.1.4. Workers' Compensation Pharmaceutical Benefit Management Services (Part A, 3.15);
- 5.8.1.5. Banking Procedures (Part A, 3.16);
- 5.8.1.6. Loss Fund Reconciliation (Part A, 3.17);
- 5.8.1.7. Workers' Compensation Claims Services (Part A, 3.18);
- 5.8.1.8. Workers' Compensation First Notice of Injury Services (Part A, 3.19);
- 5.8.1.9. Workers' Compensation Network Access Services (Part A, 3.20);
- 5.8.1.10. Workers' Compensation Medical Bill Review, Cost Containment and Audit Services (Part A, 3.21);
- 5.8.1.11. Third Party Liability Claim Services (Part A, 3.22);
- 5.8.1.12. First Party Claims Services (Part A, 3.23);
- 5.8.1.13. Loss Statistic Services (Part A, 3.24);

5.8.2. Please describe all sub-contracted services, including the name of the vendor.

5.8.3. Please describe the transition plan for takeover of the COUNTY claims.

5.8.4. Please detail proposed staffing, including service office.

5.8.5. Please describe ability of staff to provide services in Spanish if available.

5.8.6. Confirm that Proposers will provide service on all claims occurring during the contract period and until three (3) months after the termination of the contract (including renewals, extension, or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies.

5.8.7. Confirm that the Proposer will comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies.

5.8.8. Confirm that the Proposer will complete required Electronic Data Interchange (EDI) Division of Workers' Compensation (DWC) reporting.

5.8.9. Confirm that the Proposer agrees to reimburse the County for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with such rules and regulation, including EDI reporting, associated with the performance or responsibility of the service company.

5.8.10. Confirm your understanding that the County will administer and adjust First Party Claims in-house as described in Part A, Section 3:23.

5.8.11. Confirm that the Proposer will provide the Loss Statistics services outlined in Part A, Section 3:23.

5.8.12. Please include sample reports including Prescription reports.

5.8.13. Confirm your agreement to propose a per claim rate for Workers' Compensation/Employer's Liability claims services as outline in Part A, Section 2.

5.8.14. Confirm your agreement to propose a per claim rate for Third Party Liability claims services as outlined in Part A, Section 2.

5.8.15. Do you track workers' compensation claims closures? What is your current closure percentage?

5.8.16. Do you have a method in tracking claims leakage (duplicate payments, over payments, etc.)?

5.8.17. Provide exhibits of representative loss statistics, check registry, and monthly invoicing.

5.8.18. How long has the current RMIS system been in place in your organization? Are there any system revisions planned in the next 12-18 months?

5.8.19. Is your current RMIS system data "real-time" to the client? (define real-time).

5.9. QUALIFICATIONS AND EXPERIENCE:

5.9.1. Please attach other information regarding your firm's experience.

5.9.2. Please list staff members who will be active in the transition of the program and in the management of the program. For each listed staff member, please provide description of what services they will provide for the COUNTY and what office they work out of.

5.10. Does the Proposer agree that amounts earned on the per-claim prices proposed will be the only remuneration received by the Proposer in connection with the services provided under the proposal?

5.11. If the Proposer does receive remuneration for these services from subcontractors, does the Proposer agree to reduce the amount due from, or paid by, the County in an amount equal to the remuneration received?

5.12. Confirm that proposal includes fees that provide a one-time charge per claim for any and all Workers' Compensation/Employers' Liability claims which will include the full consideration to handle, until three (3) months after termination of the contract.

5.13. Confirm that proposal includes fees that provide a one-time charge per claim for any and all Third Party Liability claims which will include the full consideration to handle, until three months after the termination of the contract.

5.14. Describe any services you have available that are not listed in Section A, Part 3, Scope of the RFP? If so, what are the separate pricings of these services?

5.15. Confirm that proposed pricing is based on the definitions of a claim based on the categories of claims outlined in Part A, 3.1.6 through 3.1.12

5.16. Confirm that the per claim fees proposed for Workers' Compensation/Employer's Liability are based on the categories of claims for New and Prior Claims as described in Part A., 2.1 through 2.2.11.

5.17. Confirm that the per claim fees for Third Party Liability claims are based upon the categories of claims as described in Part A, 3.22. through 3.22.14.

5.18. Services related to First Party claims will be utilized on an as needed basis. The proposer cost for services related to First Party claims should be provided on an hourly fee for service basis for the following categories of claims for New and Prior Claims respectively:

5.18.1. Automobile Physical Damage

5.18.2. Other than Automobile Physical Damage

5.19. The COUNTY has identified six (6) specific areas for the CONTRACTOR to guarantee performance (Refer to 3.23 Performance Guarantee; 3.24.4.1. thru 3.24.4.6.). Indicate the maximum percentage for compliance that the proposer will guarantee for each of the six (6) areas:

5.19.1. Claims must be assigned to an adjuster within twenty-four (24) hours of the claim being electronically reported.

5.19.2. Subrogation evaluation completed on every claim reported within fourteen (14) calendar days.

5.19.3. Contract with the claimant/injured party within twenty-four (24) of claim assignment on all liability claims and all lost time and/or potential lost time workers' compensation claims.

5.19.4. Each open claim file will include detailed plan of action. The plan of action will be written within fourteen (14) calendar days of the claim notice and will be updated at minimum, every ninety (90) calendar days.

5.19.5. Reserve evaluations will be completed within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.

5.19.6. Authorization and appointment set for appropriate medical care, such as specialist referral and diagnostic rest referral, within five (5) business days of request.

5.20. Please detail any additional performance measures or guarantees that your company is willing to offer the COUNTY.

5.21. Do you have standardized reserving practices and/or formulas for establishing workers' compensation and liability reserves, and developing incurred but not reported claims estimates? Does your company utilize computer models in reserving? If so, describe the process.

5.22. Provide samples of property/liability claim forms the proposer uses.

5.23. Provide an outline of your claims procedures for workers' compensation and liability.

- 5.24. Do you have an established process for handling workers' compensation claims outside the State of Florida? Explain.
- 5.25. How do you determine the initial compensability of a claim?
- 5.26. WC Adjuster turnover ratio for the past two years, in the offices you propose to utilize on the COUNTY account.
- 5.27. Does one adjuster handle the claim continuously or is it passed to other adjusters as it develops? Explain procedures.
- 5.28. Do you have specific guidelines as to how medical only (and/or complex medical only) claims are converted to indemnity claims? What is your protocol?
- 5.29. Do you have adjuster diary requirements?
- 5.30. Do you have supervisor diary requirements?
- 5.31. Are subrogation and recovery claims handled by the handling adjuster? If not, describe.
- 5.32. What is the percentage of subrogation and recovery as compared to total paid dollars?
- 5.33. Do you have maximum caseloads for telephonic and field case managers? If so, what are they and how are they determined?
- 5.34. Describe your process to measure and quantify results/outcomes with WC disability case management. Do you have standard criteria for reporting the progress of disability case management to the COUNTY and adjusters? How will this be delivered to the COUNTY?
- 5.35. Explain any special programs to facilitate return to work.
- 5.36. Do you have physician advisors available for WC disability case management? Are they employed staff or contracted?
- 5.37. Do you have a process for determining if a recommended medical treatment/program is medically necessary? If so, explain.
- 5.38. Do you outsource or subcontract any services to other vendors? If so, identify areas.
- 5.39. The "Schedule of Bidder's Qualifications/References" should be used by the Proposer to provide prior three (3) years of experience. If the Proposer uses its own form, the information provided must be substantially similar as requested in the Schedule of Bidder's Qualifications/References.

6) Evaluation/Selection Process

The County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Submittal Requirements section of this Solicitation

Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Quote/Cost Total	40
Technical Approach	35
Qualifications and Experience	25
Total:	100
Total Possible Points:	100

i) Quote/Cost Total: Points awarded for the "Quote / Cost Total" portion of this Solicitation Document will be based upon the following formula:

$$\frac{\text{Lowest Cost Proposal} \times \text{Maximum Points} = \text{Score}}{\text{Divided by Other Proposer's Cost}}$$

7) Terms and Conditions of Contract

A. TERM OF CONTRACT:

1. The initial term of this contract shall begin on October 1, 2019 and end on September 30, 2022.
2. The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

ATTACHMENTS:

Exhibit I – Updated Workers’ Compensation claims data as of March 2019.

Okaloosa County Board of County Comm
 Claim Detail Report
 Johns Eastern Company, Inc.

FILE	Claim								TOTAL	
TYPE	Claimant Name	Number	DEPARTMENT	Description	STATUS	LOSS DATE	CLAIM TYPE	TOTAL PAID	TOTAL RESERVE	INCURRED
W	XXXXXXXXXXXXXXXXXX	182603	Road	body strain motor vehicle/airplane inj-collision w/fixed obj	Reopen	1/19/1989	Indemnity	\$ 94,831.48	\$ 20,168.52	\$ 115,000.00
W	XXXXXXXXXXXXXXXXXX	269216	EMS	While unloading supplies from a dolly onto a table R side of neck and ar	Open	10/10/1990	Indemnity	\$ 687,757.59	\$ 115,902.41	\$ 803,660.00
W	XXXXXXXXXXXXXXXXXX	269251	Water & Sewer	Kneeling down and twisted R knee. The injured employee continues to f	Reopen	3/13/1993	Indemnity	\$ 112,512.14	\$ 17,722.50	\$ 130,234.64
W	XXXXXXXXXXXXXXXXXX	269001	Water & Sewer	rec'd call from Dale Brazel, ee was lifting a water meter and felt sharp pi	Open	9/15/1997	Indemnity	\$ 461,092.06	\$ 73,907.94	\$ 535,000.00
W	XXXXXXXXXXXXXXXXXX	269419	Water & Sewer	ee was doing wetwell cleaning which includes lifting, pulling and pushin	Reopen	8/12/1999	Indemnity	\$ 48,363.62	\$ 58,191.21	\$ 106,554.83
W	XXXXXXXXXXXXXXXXXX	270166	Water & Sewer	Fell striking head on concrete. Fall occurred in maintenance building. Ret	Reopen	10/30/2002	Indemnity	\$ 258,283.42	\$ 46,716.58	\$ 305,000.00
W	XXXXXXXXXXXXXXXXXX	298963	Water & Sewer	Removing wood cribbing from outrigger on boom truck-exp sharp stingi	Reopen	10/14/2004	Indemnity	\$ 62,263.40	\$ 20,236.60	\$ 82,500.00
W	XXXXXXXXXXXXXXXXXX	316831	Mosquito Control	Rearended by private auto	Reopen	11/17/2005	Indemnity	\$ 15,224.96	\$ 14,775.04	\$ 30,000.00
W	XXXXXXXXXXXXXXXXXX	322056	Corrections	Slipped & fell hurt ankle & knee (right)	Open	3/9/2006	Indemnity	\$ 41,469.61	\$ 9,530.39	\$ 51,000.00
W	XXXXXXXXXXXXXXXXXX	428254	Road	Pulling on mower and hurt back	Reopen	10/21/2008	Indemnity	\$ 159,065.12	\$ 71,265.88	\$ 230,331.00
W	XXXXXXXXXXXXXXXXXX	470009	Road	Fell off tire of truck hurt back	Reopen	12/22/2008	Indemnity	\$ 244,373.41	\$ 111,746.59	\$ 356,120.00
W	XXXXXXXXXXXXXXXXXX	444379	Road	Slipped stepping down from truck, hurt shoulder, neck and LT arm.	Open	5/12/2009	Indemnity	\$ 273,039.26	\$ 126,960.74	\$ 400,000.00
W	XXXXXXXXXXXXXXXXXX	485922	Corrections	Slipped and fell, hurt shoulder, hip and knee - right	Open	7/28/2010	Indemnity	\$ 155,361.70	\$ 12,108.59	\$ 167,470.29
W	XXXXXXXXXXXXXXXXXX	510938	Road	Injured right thumb while falling	Reopen	8/10/2010	Indemnity	\$ 48,526.70	\$ 8,273.30	\$ 56,800.00
W	XXXXXXXXXXXXXXXXXX	523470	Road	Tripped and fell, injured right wrist	Open	9/1/2011	Indemnity	\$ 67,544.10	\$ 13,055.90	\$ 80,600.00
W	XXXXXXXXXXXXXXXXXX	525130	Road	Slipped and fell to pavement, hurt lower back	Reopen	9/27/2011	Indemnity	\$ 422,204.27	\$ 388,767.73	\$ 810,972.00
W	XXXXXXXXXXXXXXXXXX	537789	Road	Picked up heavy limbs and twisted lower back.	Open	4/24/2012	Indemnity	\$ 90,008.70	\$ 32,591.30	\$ 122,600.00
W	XXXXXXXXXXXXXXXXXX	540145	EMS	Ambulance hit by private auto, hurt ribs (chest area)	Open	5/27/2012	Indemnity	\$ 93,448.35	\$ 50,760.73	\$ 144,209.08
W	XXXXXXXXXXXXXXXXXX	550658	Road	Hit stump with dozier and caused upper back to jerk forward and back.	Open	12/3/2012	Indemnity	\$ 374,288.00	\$ 470,550.94	\$ 844,838.94
W	XXXXXXXXXXXXXXXXXX	579258	Parks	Developed pain in back and shoulder while working on roof	Open	11/12/2013	Indemnity	\$ 189,449.37	\$ 79,014.63	\$ 268,464.00
W	XXXXXXXXXXXXXXXXXX	581447	EMS	Felt right shoulder pop while transferring patient	Open	1/2/2014	Indemnity	\$ 191,290.33	\$ 138,709.67	\$ 330,000.00
W	XXXXXXXXXXXXXXXXXX	607009	EMS	Hurt back while unloading a loaded stretcher.	Open	6/26/2014	Indemnity	\$ 153,750.87	\$ 34,749.13	\$ 188,500.00
W	XXXXXXXXXXXXXXXXXX	616228	Road	Moved six inch hose and twisted right knee	Open	11/12/2014	Indemnity	\$ 108,400.89	\$ 71,599.11	\$ 180,000.00
W	XXXXXXXXXXXXXXXXXX	683607	Corrections	Bent over to put restraints on inmate and felt pop in lower back.	Reopen	3/13/2015	Indemnity	\$ 16,612.31	\$ 4,387.69	\$ 21,000.00
W	XXXXXXXXXXXXXXXXXX	689428	EMS	Lifted stretcher and felt pop in right shoulder	Open	6/8/2015	Indemnity	\$ 121,818.47	\$ 58,181.53	\$ 180,000.00
W	XXXXXXXXXXXXXXXXXX	691008	EMS	Felt pop in left shoulder while carrying a patient.	Open	7/7/2015	Indemnity	\$ 133,687.81	\$ 56,612.19	\$ 190,300.00
W	XXXXXXXXXXXXXXXXXX	694661	EMS	EE was passenger in an ambulance that was hit by an oncoming vehicle,	Open	9/13/2015	Indemnity	\$ 342,907.66	\$ 116,504.00	\$ 459,411.66
W	XXXXXXXXXXXXXXXXXX	726587	Corrections	Fell on left knee while walking in parking lot	Reopen	3/14/2016	Indemnity	\$ 63,394.06	\$ 21,605.94	\$ 85,000.00
W	XXXXXXXXXXXXXXXXXX	772563	Tourist Developmen	Picked up park bench and felt sharp pain in low back	Reopen	10/20/2016	Indemnity	\$ 23,930.57	\$ 7,069.43	\$ 31,000.00
W	XXXXXXXXXXXXXXXXXX	790815	Mosquito Control	EE was getting out of truck and fell to the ground, hurt hip leg and knee	Reopen	3/14/2017	Indemnity	\$ 134,628.44	\$ 649.83	\$ 135,278.27
W	XXXXXXXXXXXXXXXXXX	819781	Corrections	Employee shot herself while holstering her weapon during qualification	Open	12/18/2017	Indemnity	\$ 458,940.88	\$ 8,559.12	\$ 467,500.00
W	XXXXXXXXXXXXXXXXXX	822571	EMS	Exposed to cleaning product, began having difficulty breathing	Open	1/30/2018	Medical Only	\$ 3,617.15	\$ 126.56	\$ 3,743.71
W	XXXXXXXXXXXXXXXXXX	825814	Facility Maintenance	Slipped and fell on wet ramp injured back, butt and leg on right side	Open	3/6/2018	Medical Only	\$ 7,820.90	\$ 5,679.10	\$ 13,500.00
W	XXXXXXXXXXXXXXXXXX	826202	Facility Maintenance	Rear ended while at traffic light, injured neck and lower back	Open	3/8/2018	Indemnity	\$ 29,068.23	\$ 12,931.77	\$ 42,000.00
W	XXXXXXXXXXXXXXXXXX	828997	Road	Loading timbers and felt a pull in mid to upper back	Open	3/29/2018	Indemnity	\$ 26,203.69	\$ 22,796.31	\$ 49,000.00
W	XXXXXXXXXXXXXXXXXX	830074	Corrections	Caught cabinet from falling injured right arm and elbow	Open	5/1/2018	Indemnity	\$ 8,855.78	\$ 18,144.22	\$ 27,000.00
W	XXXXXXXXXXXXXXXXXX	831311	Road	Hit by front of paver machine in right hip and leg	Open	5/14/2018	Indemnity	\$ 11,697.96	\$ 9,302.04	\$ 21,000.00
W	XXXXXXXXXXXXXXXXXX	856555	EMS	Stepped out of ambulance and twisted left knee	Open	8/1/2018	Indemnity	\$ 31,769.24	\$ 2,230.76	\$ 34,000.00

Okaloosa County Board of County Comm
 Claim Detail Report
 Johns Eastern Company, Inc.

<u>FILE</u>	<u>Claim</u>								<u>TOTAL</u>	
<u>TYPE</u>	<u>Claimant Name</u>	<u>Number</u>	<u>DEPARTMENT</u>	<u>Description</u>	<u>STATUS</u>	<u>LOSS DATE</u>	<u>CLAIM TYPE</u>	<u>TOTAL PAID</u>	<u>TOTAL RESERVE</u>	<u>INCURRED</u>
W	XXXXXXXXXXXXXXXXXX	858079	Solid Waste	Pulling self up to get on loader, hurt left shoulder	Open	8/20/2018	Medical Only	\$ 1,806.65	\$ 4,195.90	\$ 6,002.55
W	XXXXXXXXXXXXXXXXXX	860280	Facility Maintenance	Stepped off bumper after washing truck and felt pain in left hip and leg.	Open	9/6/2018	Indemnity	\$ 3,661.02	\$ 3,338.98	\$ 7,000.00
W	XXXXXXXXXXXXXXXXXX	891231	Road	While attempting to step up onto a flatbed equipment trailer, employee	Open	12/26/2018	Indemnity	\$ 7,740.85	\$ 26,259.15	\$ 34,000.00
W	XXXXXXXXXXXXXXXXXX	892951	Corrections	I hit my lower thigh, upper knee cap on a door frame and my knee bent	Open	1/23/2019	Indemnity	\$ 246.30	\$ 1,953.70	\$ 2,200.00
W	XXXXXXXXXXXXXXXXXX	893601	EMS	While moving a patient from stretcher to stretcher, I felt a pop in my rig	Open	1/30/2019	Indemnity	\$ 5,205.47	\$ 37,794.53	\$ 43,000.00
W	XXXXXXXXXXXXXXXXXX	894005	EMS	I was driver of M9 going east of Lewis Turner and slowed down to 35 mph	Open	2/5/2019	Medical Only	\$ 4,724.43	\$ -	\$ 4,724.43
W	XXXXXXXXXXXXXXXXXX	894659	EMS	Employee was in Medic 05 responding to a call. A concrete truck in front	Open	2/13/2019	Indemnity	\$ 903.04	\$ 22,096.96	\$ 23,000.00
W	XXXXXXXXXXXXXXXXXX	895723	Fleet Operations	Cut his left hand below the thumb area while removing bolts from a cut	Open	2/26/2019	Medical Only	\$ 56.89	\$ 943.11	\$ 1,000.00
W	XXXXXXXXXXXXXXXXXX	895878	Beach Safety	Stepped into an inshore hole and injured right foot	Open	2/27/2019	Indemnity	\$ 335.36	\$ 2,664.64	\$ 3,000.00
W	XXXXXXXXXXXXXXXXXX	896273	Beach Safety	Injured back training with academy students	Open	3/1/2019	Medical Only	\$ -	\$ 1,000.00	\$ 1,000.00
W	XXXXXXXXXXXXXXXXXX	896362	Facility Maintenance	While pulling a cord on a string trimmer, heard my shoulder pop and ha	Open	3/6/2019	Medical Only	\$ -	\$ 1,000.00	\$ 1,000.00

Non Workcomp

Okaloosa County Board of County Comm
Claim Detail Report

<u>FILETYPE</u>	<u>Accident Description</u>	<u>CLAIM STATUS</u>	<u>LOSS DATE</u>	<u>Claim Type</u>	<u>Total PTD</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
	Cmnt crashed his motorcycle after driving through hydraulic fluid.	Open	3/4/2015	General Liability	\$ 13.75	\$ 10,000.00	\$ 10,013.75
	Claimant was photographed by EMS worker without their consent	Open	9/12/2015	General Liability	\$ 3,372.68	\$ 9,007.50	\$ 12,380.18
	Alleged that client was photographed or video taped by EMS staff.	Open	9/16/2015	General Liability	\$ 191.94	\$ 4,808.06	\$ 5,000.00
	claimant's picture taken while in back of ambulance by Okaloosa County EMS	Open	11/15/2015	General Liability	\$ 177.68	\$ 4,822.32	\$ 5,000.00
	Emotional distress; EMS workers took photos and video of clmt intoxicated.	Open	12/24/2015	General Liability	\$ 8,461.75	\$ 3,870.93	\$ 12,332.68
	IV driver Robert Coley rear-ended a 2012 Toyota Prius CV	Open	1/13/2016	Auto Liability	\$ 3,383.78	\$ 25,001.97	\$ 28,385.75
	Per the Insured: I received regarding an auto accident wherein one of our drivers rear ended a private auto	Open	2/10/2016	Auto Liability	\$ 8,562.47	\$ 18,229.74	\$ 26,792.21
	claimant picture taken while she was in the back of an ambulance	Open	2/13/2016	General Liability	\$ -	\$ 5,000.00	\$ 5,000.00
	Clmt claims HIPAA laws were violated by Insd	Open	2/25/2016	General Liability	\$ 3,575.18	\$ 7,022.50	\$ 10,597.68
	claimant tripped and fell on raised portion of sidewalk 520 East Hollywood	Open	3/7/2016	General Liability	\$ -	\$ 100.00	\$ 100.00
	claimant photographed by EMS worker while being transported	Open	3/23/2016	General Liability	\$ 100.00	\$ 5,000.00	\$ 5,100.00
	Claimant picture was taken by Okaloosa EMS worker without consent	Open	3/27/2016	General Liability	\$ 24,509.01	\$ 5,569.82	\$ 30,078.83
	Per the Insured's security guard the clmnt was sitting on a bench she was asked if she needed EMS she said no. Later the clmnt	Open	7/17/2016	General Liability	\$ 13.75	\$ 10,000.00	\$ 10,013.75
	Clmt claims discrimination due to race, sex, and age	Reopen	11/3/2016	General Liability	\$ 78,042.76	\$ 10,271.40	\$ 88,314.16
	Clmt is alleging harrassment and termination because of national origin	Open	3/2/2017	General Liability	\$ 3,567.20	\$ 2,432.80	\$ 6,000.00
	On March 25, 2017 XXXX XXXX, 5 years old, was attacked by a 110 lb Pitbull.	Open	3/25/2017	General Liability	\$ -	\$ -	\$ -
	Claimant being transported back to MA when he had a medical episode	Open	4/22/2017	General Liability	\$ 16,474.76	\$ 2,921.99	\$ 19,396.75
	Alleged Medical Privacy Violation	Open	1/2/2018	General Liability	\$ 185.18	\$ 5,814.82	\$ 6,000.00
	County driver rear ended claimant, who rear ended third driver. Have not received anything from third vehicle	Open	4/18/2018	Auto Liability	\$ 7,710.00	\$ 1,000.00	\$ 8,710.00
	Sewage Back-up in Private Residence	Open	12/9/2018	General Liability	\$ -	\$ -	\$ -
	Claimant was swinging on a swing at Shoal River Park when the swing broke. Clt sprained her right ankle when a chain on the sv	Open	1/9/2019	General Liability	\$ -	\$ 5,000.00	\$ 5,000.00
	Okaloosa County ambulance headed East on Lewis Turner was hit at intersection on the passenger side by a van that ran a flast	Open	2/5/2019	General Liability	\$ -	\$ -	\$ -

Exhibit II – Updated Liability claims data as of March 2019.

SCHEDULE OF INSURANCE:

2019/2020		
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Property:		
Amrisc (MacDuff)		
Buildings & Contents	\$293,451,172	
Loss Limit	\$ 100,000,000	\$ 50,000
Flood	\$ 25,000,000	\$ 50,000
Earthquake	\$ 100,000,000	\$ 50,000
All other Windstorm	\$ 100,000,000	\$ 50,000
Named Storm	\$100,000,000	5%/\$50K min (no Max)
Accounts Receivable	1,000,000	\$50,000
Additional Expense	\$ 2,000,000	\$50,000
Business Income	\$ 2,000,000	\$50,000
E&O	\$ 1,000,000	\$50,000
Demolition & ICC	Included	\$50,000
Mobile Equipment	\$ 1,000,000	\$50,000
EDP	Included in TIV	\$50,000
Fine Arts	\$ 250,000	\$50,000
Fire Dept. Service Charge	\$ 100,000	\$50,000
Valuable Papers	\$ 1,000,000	\$50,000
Terrorism:		
Lloyd's		
Terrorism	\$ 5,000,000	\$ 25,000
Boiler & Machinery:		
Federal Ins. Co. (Chubb)		
Breakdown limit	\$ 100,000,000	\$ 5,000
Business Income	\$ 2,000,000	24 Hours
Crime:		
Fidelity & Deposit Ins. Co. of Maryland		
Employee Dishonesty	\$ 500,000	\$ 25,000
TDD Inside	\$ 500,000	\$ 25,000
TDD Outside	\$ 500,000	\$ 25,000
Computer Fraud	\$ 500,000	\$ 25,000
Forgery/Alterations	\$ 500,000	\$ 25,000
General Liability:		
Preferred Govt Ins Trust		
General Liability	\$ 1,000,000	\$100,000 SIR

Employee Benefits	\$	1,000,000	\$100,000 SIR
Law Enforcement Liability	\$	1,000,000	\$100,000 SIR
Automobile:			
Preferred Govt Ins Trust			
Auto Liability	\$	1,000,000	\$50,000 SIR
UM		rejected	\$ -
Collision		Symbol 10, 8	\$ 5,000
Hired Physical Damage	\$	35,000	\$ 5,000
Medical Payments	\$	5,000	
Excess Workers' Compensation:			
Preferred Govt Ins Trust			
Workers' Compensation		Statutory	\$500,000 SIR
Employers Liability		\$1m/\$1m/\$1m	\$500,000 SIR
Public Officials:			
Illinois National Ins Co (Chartis)			
POL / ELL	\$	1,000,000	\$ 100,000
EPLI	\$	1,000,000	\$ 100,000
Non-Monetary Relief	\$	1,000,000	\$ 100,000
<i>Fees & Surcharges</i>			
Public Officials:			
Indian Harbor Insurance Company			
POL / ELL	\$	1,000,000	\$ 100,000
EPLI	\$	1,000,000	\$ 100,000
<i>Fees & Surcharges</i>			
Public Officials:			
Western World Insurance Company			
D&I	\$	1,000,000	\$ 100,000
EPLI	\$	1,000,000	\$ 100,000
Aviation Liability:			
Ace USA (Alexander Aviation)			
Aviation Liability	\$	50,000,000	1,000 / 15,000 agg
Hangarkeepers	\$	50,000,000	1,000 / 15,000 agg
War & TRIA Included			
AD&D:			
Ace American			
AD&D		Statutory	Statutory

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/13/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	LIMIT
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 each occurrence
6.	Professional Liability	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, an addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10)

days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

XIX. PROTECTION OF RESIDENT WORKERS –

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired,

which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List

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DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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. 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. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no.” If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL: _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2019 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Email:

Federal ID or SS #:

Respondent's License #:

Respondent's DUNS #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

DRAFT CONTRACT

Please note: this contract is a draft for bidder to view and understand the County’s standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.

EXHIBIT “A”

To be inserted later once submittals have been made- Request for Qualifications and Respondents Acknowledgement solicited for **Provide Third-Party Administration (TPA) of Property, Liability & Workers Compensation Claims** date of opening **June 11, 2019 at 3:00 P.M.** and any addendums thereto.

CONTRACT

For RFP RM 54-19

Provide Third-Party Administration (TPA) of Property, Liability & Workers Compensation Claims

This Contract executed and entered into this _____ day of _____, 2019, between Okaloosa County, Florida, (hereinafter the “County”), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and _____ (hereinafter the “Contractor”), _____, whose principal address is _____, states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for **Provide Third-Party Administration (TPA) of Property, Liability & Workers Compensation Claims**; and

WHEREAS, after due review of all bids, _____ has been selected for the **Provide Third-Party Administration (TPA) of Property, Liability & Workers Compensation Claims**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit “B “attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit “A”, Invitation to Bid & Respondent’s Acknowledgment/Contractor’s Submittal, **RFP RM 54-19, Provide Third-Party Administration (TPA) of Property, Liability & Workers Compensation Claims** date of opening June 11, 2019 at 3:00 P.M. and any addendums thereto.

2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"

III. Invoice Requirements

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "A".

IV. Duration of Contract and Termination of the Contract

The Contract shall be effective on October 1, 2019 and run through September 30, 2022. The contract may be renewed for an additional two (2) one (1) year renewals upon mutual agreement of both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in

conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Edith Gibson, Risk Management Director
5479B Old Bethel Rd.
Crestview, FL 32536
Phone: 850-689-5979
Email: egibsonmyokaloosa.com

The authorized representative for _____ shall be:

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public 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 chapter 119 Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

XI. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XIV. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of _____. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of _____ obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XVI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in

writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

XXI. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXIII. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

OKALOOSA COUNTY, FLORIDA

Printed Name/Title

Charles K. Windes, Jr., Chairman

Signature

Date: ____/____/____

Date:

ATTEST:

J.D. Peacock II, Clerk

Standard Contract Clauses

Exhibit “B”

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment

or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.